City of Portland  
c/o Office for Community Technology  
111 SW Columbia St, Suite 600  
Portland, OR 97201  

Re: PEG Side Letter of Agreement  

Dear City of Portland:  

The purpose of this letter agreement is to set forth commitments between Qwest Broadband Services, Inc. d/b/a CenturyLink, who is qualified to do business in Oregon, (hereinafter, “QBSI”) and the City of Portland (hereinafter called “the City”) that are in addition to the Franchise Agreement to be adopted by Ordinance (hereinafter, “the Franchise”). These items have been negotiated in good faith and agreed to as part of the cable franchise renewal process pursuant to 47 U.S.C. §541 et seq, and specifically relate to unique community needs that exist in the City. This letter agreement shall become effective upon approval of the Franchise by the City Council. Unless otherwise indicated, terms, phrases and their derivations in this letter agreement shall have the same meanings as in the Franchise.  

A. Access Program Listings in Subscriber Guides.  

(1) Subject to ¶2 hereof, Grantee reserves the right, upon 60 days’ written notice to the City, to recoup the cost of providing PEG access channel listings in Grantee’s electronic channel guide by withholding such cost quarterly from the PEG/I-Net Fee pursuant to Section 7 of this franchise, up to the maximum amount stated in ¶2.  

(2) Grantee’s obligation to include PEG Access Channels and programming information shall be continuous but the amount Grantee may recoup and withhold from the PEG Capital Fund under ¶1 hereof may not exceed $8,000 per Year.  

B. Additional Gigabit Circuit Requirement  

No later than six (6) months after the Effective Date, and in lieu of providing live origination video transport and other items required of the incumbent cable provider, Grantee shall provide to Portland Community Media, at no cost, a one gigabit (1 GB) circuit together with six (6) static IP addresses for a period of six (6) years, the initial term of this Franchise. The City agrees to use this circuit, in part, to support public availability of high speed broadband internet access to disadvantaged individuals. Any such service provided to the public will be deemed to support the City’s digital inclusion efforts and will be co-branded in a manner mutually agreed upon by the parties.
C. **PEG Technical Requirements**

Grantee and the City shall cooperate with the City’s Designated Access Provider/s and each other (as applicable) to exchange information necessary to enable Grantee to design and activate Interconnections with the Designated Access Provider/s pursuant to §5 of the Franchise. Such information shall include, but not be limited to:

1. The demarcation point/s at the Designated Access Provider’s site, including points of origination and exact physical locations (including specific addresses) for each separate point of origination for the eight (8) PEG Access Channels required under the Franchise. As used in this section, the demarcation point at the Designated Access Provider site/s and at the points of origination is the physical point of interface at which Grantee's equipment interconnects to the Designated Access Provider's equipment. The responsibility for signal quality and equipment transfers at the demarcation point.
2. Specifics as to equipment (optical, electrical or both) necessary at the demarcation point/s;
3. Confirmation of sufficient electric power and necessary rack space at the demarcation point/s.

D. **Cable Outlet Installation at Portland Community Media**

For the purposes of monitoring the PEG Access Channels included Grantee’s cable services, Grantee shall provide Portland Community Media, located at 2766 NE MLK, Jr. Blvd., Portland, OR 97212 one standard Cable Services outlet activated with HD-provisioned Basic Service and related necessary equipment to receive Basic Service, without charge. Such Cable Service may not be resold or otherwise used in contravention of Grantee’s rights with third parties respecting programming. If the address of Portland Community Media does not meet the definition of Qualified Living Unit for purposes of installing Cable Service, within the meaning of Section 8 of the Franchise, Grantee may provide such outlet by alternate means.

The terms and conditions of this letter agreement are binding upon the City and QBSI and their successors and assigns under the Franchise. A violation of these terms of this agreement by QBSI may be considered by the City as if it were a violation of the Franchise, and subject to the remedies and enforcement provisions under Section 19 of the Franchise. The parties agree that fulfillment of the obligations set forth in this letter is also necessary and part of the consideration to secure the renewed Franchise.

Acknowledged and agreed to this 8th day of **November**, 2015.
Qwest Broadband Services, Inc. d/b/a CenturyLink.

By: ____________________________
Its: ____________________________
Date: 3/8/15

City of Portland

By: ____________________________
Its: ____________________________
Date: ____________________________