



Mt. Hood Cable Regulatory Commission

Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village

MEETING AGENDA

November 18, 2024

5:30 p.m.

In-Person: Open Signal, 2766 NE Martin Luther King Jr. Blvd, Portland OR 97212

- Or -

Virtually: Join Zoom Meeting

<https://us06web.zoom.us/j/85645718376?pwd=cRL6vcTw4esW5qA7u4aOzhwv4Yj9Ua.1>

Meeting ID: 856 4571 8376

Passcode: 083391

One tap mobile

+17193594580,,85645718376# US

+12532050468,,85645718376# US

- Roll Call
- MHCRC Staff Statement
- Agenda Review
- Disclosures
- Public Comment (non-agenda items)

REGULAR AGENDA

- R1. MHCRC Strategic Planning Process (information only) 15 min
- NEX Strategies and Nancy Werner
- R2. Public Comment – Comcast Franchise Renewal 1 hour
- In Person: sign-in on the public signup sheet to provide testimony.
 - Online: state your name in the chat or raise hand to provide testimony.
 - When called to provide testimony, please: State Your Name and State the City you live in – OR- the Organization you are representing.
 - Limit your comments to 3 minutes and address specific requirements of the proposed agreement - [Comcast Franchise Renewal documents presented 10.21.24](#). In addition, the public hearing comments at the October 21, 2024 MHCRC Regular Meeting are linked [here](#), please look for the document titled “October 21, 2024 MHCRC Regular Meeting - LINK to Zoom Recording”.
 - Please refrain from asking questions of the Commission
- Executive Session - start time ~6:50 pm



MHCRC 1810 SW 5th Ave. Suite 710 Portland, Oregon 97201
503.823.5385 info@mhcr.org www.mhcr.org

The MHCRC will hold an executive session during the November 18th Regular Meeting for approximately one hour pursuant to ORS 192.660(2)(f), which allows the governing body to convene an executive session to consider information or records that are exempt by law from public inspection, including written legal advice. Representatives of the news media and designated staff shall be allowed to attend. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No recording of the executive session is allowed without express permission from the Commission. No final decision may be made in executive session.

- Regular Agenda - reconvene at ~7:50 pm

R3. Comcast Franchise Renewal 30 min

R4. Ziplly Non-Compliance 15 min

- New Business; Commissioner Open Comment
- Meeting Schedule:
 - MHCRC Strategic Planning Roundtable - Tuesday, December 3, 1:00pm, MetroEast/Hybrid
 - MHCRC Regular Meeting – Monday, December 16, 6:30pm, MetroEast/Hybrid
 - MHCRC Mini Retreat – Tuesday, December 17, 4:30pm, Portland Building/Hybrid
 - MHCRC Regular Meeting – Monday, January 27, 6:30pm, Open Signal/Hybrid
 - February – recess
 - MHCRC Regular Meeting – Monday, March 17, 6:30pm, MetroEast/Hybrid
 - April – recess
 - MHCRC Regular Meeting – Monday, May 19, 6:30pm, Open Signal/Hybrid
 - MHCRC Regular Meeting – Monday, June 16, 6:30pm, MetroEast/Hybrid
- Public Comment
- Adjourn

*Denotes possible action item

Please notify the MHCRC no less than five (5) business days prior to our event for ADA accommodations at 503-823-5385, by the City of Portland's TTY at [503-823-6868](tel:503-823-6868), or by the Oregon Relay Service at 1-800-735-2900.





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MHCRC Staff Statement:

MHCRC staff would like to offer its sincerest apology for the communication error stated in the Public Hearing Notice issued on October 15, 2024 which referenced the October 21, 2024, Mt. Hood Cable Regulatory Commission (MHCRC) meeting concerning the Comcast franchise renewal agreement. Specifically, the communication error consisted of stating – “The MHCRC expects to finalize the franchise agreement at the October 21st meeting and forward it to the Cities and the County for action.”

The purpose of holding a public hearing on October 21st on the matter of the Comcast Franchise Renewal Agreement was to initiate formal processes and discussions across all MHCRC jurisdictions and enable the Commissioners to allocate additional time and space for public comments and community engagement. MHCRC staff intentions were certainly not to suggest or recommend that the Commissioners vote on a resolution to either approve or reject renewal agreement. We are committed to transparency and ensuring that all voices, including those of community media centers, are heard and included.

MHCRC staff is actively working to strengthen internal operations protocols, which entails communications and outreach best practices. We are also collaborating with the Commission, particularly with Chair DeGraw, to reinforce our commitment and adherence to public meeting laws governed by the State of Oregon.

Thank you for your patience and understanding.



REGULAR AGENDA



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COVER SHEET – AGENDA ITEM #R1

For Commission Meeting: November 18, 2024

“MHCRC Strategic Planning Process”

Staff Recommendation

Information Only

Background

On December 3, 2024, the Mt. Hood Cable Regulatory Commission (MHCRC) will convene a two-hour joint work session with MHCRC members and representatives from member jurisdictions. The session is designed to facilitate a shared understanding of the strategic scenarios for the Commission and guide participants in assessing the implications for local policy, community media access, and regulatory responsibilities. This work session will help inform the Commission’s process for developing recommendations and support decision-making among jurisdictions. Participants should walk away with:

1. A clear understanding of the strategic scenarios and potential directions for the MHCRC’s future.
2. Insight into the trade-offs and implications associated with each scenario for their respective jurisdictions.
3. A foundation for developing alignment across jurisdictions and providing direction to the commission to support the development of final recommendations.

At the November Commission meeting, Autumn Carter and Reed Wagner of NEX Strategies and Nancy Werner of Bradley Werner, LLC will provide an overview of how they plan to facilitate the December 3 work session and will answer any questions or thoughts from Commissioners about the proposed “scenarios”.

Attachment: Draft Scenarios

Prepared By: Rebecca Gibbons
November 13, 2024





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CURRENT COMMISSION FRAMEWORK AND RESPONSIBILITIES:

The Mt. Hood Cable Regulatory Commission was established by an intergovernmental agreement pursuant to Oregon Revised Statutes (ORS) Chapter 190, which allows local governments to create an intergovernmental entity as a separate legal entity from the member jurisdictions. Under Oregon law, ORS 190 entities like the Commission are subject to the same laws as the jurisdictions, including public meetings and public records laws and public contracting/procurement rules.

The current Commission is governed by a Board comprised of one representative from every jurisdiction, except that Portland has three representatives. Pursuant to the intergovernmental agreement forming the Commission, the Commission is tasked with cable franchise negotiations and management, consumer complaint resolution, technology grants, advocacy and support for Community Media Centers. The Commission also serves as an advisory body to the Jurisdictions on matters relating to cable communications and function as the Jurisdictions' representative for regional, state, or national cable communications policy matters. The Commission currently contracts for staff and other support services through a services agreement with the City of Portland. The Commission funds an equivalent of 4.0 full-time (FTE) staff positions plus related materials, services, financial and administrative costs. Each member jurisdiction annually contributes to the Commission's operating budget. The jurisdictions' fund about half the operating budget and other MHCRC resources fund the remaining portion.

The Commission supports two Community Media Centers, MetroEast Community Media and Open Signal. Gresham, Troutdale, Fairview, Wood Village and unincorporated Multnomah County (the "East County Jurisdictions") contribute sixty percent (60%) of their cable franchise fees to support the operations of MetroEast through a grant agreement between the Commission and MetroEast. Portland supports Open Signal's operations through a grant agreement between Open Signal and the City of Portland. Both Community Media Centers receive a portion of the PEG capital funding, which is currently three percent (3%) of the cable operators' gross revenue from cable services, pursuant to grant agreements with the Commission.

Another portion of the PEG capital funding is allocated to the Community Technology Grants program, which provides funding for technology projects to nonprofit organizations, libraries, educational institutions, and local government agencies throughout Multnomah County to produce video content to be shared on the Community Media Center channels to support project-related goals and objectives.



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SCENARIO	ACTION REQUIRED	ISSUES AND CONSIDERATIONS
MAINTAIN COMMISSION STRUCTURE AND MAINTAIN CITY OF PORTLAND AS STAFF		
<p>Maintain Current Commission Structure; Update IGA and Services Agreement with Portland as Needed; Additional Contributions from Jurisdictions As Needed</p> <p>This scenario represents the status quo, but with minor updates to the intergovernmental agreement and services agreements to eliminate outdated provisions; when franchise and PEG revenue falls too low, the jurisdictions may need to provide additional contributions to fund the Commission.</p> <p><i>Example:</i> Current Commission; similar to the Mid-Willamette Valley Cable Regulatory Commission (“MWVCRC”), representing the City of Salem and Marion County, which contracts with both the City and the County for administrative and other support, and may use legal counsel from either the City or the County.</p>	<ul style="list-style-type: none"> IGA amendments must be authorized in writing by the governing bodies of all jurisdictions (IGA § 14.D). The Commission is authorized to amend the services agreement (IGA § 7; services agreement does not include amendment provisions so presumably it is by mutual agreement of the Commission and Portland). 	<p>When and at what levels will jurisdictions need to increase franchise fee contributions to continue adequate support for the Commission and media centers? Are jurisdictions willing to do so?</p> <p>Does the voting structure need to be changed?</p> <p>How long can the Commission continue to provide the same support to the Community Media Centers given declining revenues?</p> <p>This does not address declining franchise fees and PEG fees, other than possibly increasing the jurisdictions’ contributions.</p>
<p>Maintain Current Commission Structure and Add Other</p>	<ul style="list-style-type: none"> Amend IGA to expressly authorize the Commission to assist jurisdictions 	<p>Several jurisdictions already have updated ROW ordinances that require licenses, not</p>



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<p>Communications Services to Commission Responsibilities</p> <p>In this scenario, the jurisdictions contribute additional revenue to Commission and Commission provides additional services related to other communications services, including telecommunications and broadband.</p> <p><i>Example:</i> Metropolitan Area Communications Commission (“MACC”), which represents 14 cities and unincorporated Washington County; MACC’s intergovernmental agreement, as amended in 2002, authorizes the commission, among other things, to negotiate, administer, and regulate communications and information services franchises and agreements for the member jurisdictions on a common, or individual, jurisdictional basis.</p> <p>The current Commission intergovernmental agreement authorizes the Commission to oversee and regulate any cable communications system operated pursuant to the cable communications franchise agreements, with “cable communications system” defined as “a system ... designed and</p>	<p>with non-cable matters. (Note that the definition of “cable communications system” in the IGA is not as narrow as the Cable Act definition of cable system and one could argue it is broad enough as written to include non-cable services that are related to “audio, video, digital or other forms of electronic or electrical signals.” Clarifying the intent would be helpful.)</p> <ul style="list-style-type: none"> • Amendments must be authorized in writing by the governing bodies of all jurisdictions (IGA § 14.D). 	<p>negotiated franchise agreements. Can the Commission help with enforcement of these existing ordinances?</p> <p>Can/should the Commission help other jurisdictions draft ROW ordinances or negotiate telecom franchises?</p> <p>Should each jurisdiction have similar ordinances to ease enforcement? Would jurisdictions be open to that?</p> <p>Are jurisdictions willing to pay the Commission for these services?</p> <p>Would the non-cable funding be used to support the Community Media Centers?</p> <p>Are there other sources of funding the Commission could pursue if it had a broader mandate, <i>e.g.</i>, grant funding for broadband and digital equity purposes?</p> <p>Federal regulations (i.e., the FCC’s Mixed-Use Rule) prevent the jurisdictions from imposing fees on cable operators’ broadband services. Will this reduce the revenue potential to the point that even adding fees from communications services cannot support the Commission?</p>
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constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video; digital or other forms of electronic or electrical signals.”

Some broadband providers are refusing to pay franchise/ROW fees on their broadband services because under the Mixed-Use Rule cable operators do not have to pay fees on that revenue, and because under Oregon law (ORS 221.515), incumbent phone companies have a limited revenue base that excludes broadband revenue, at least with respect to certain types of local fees. Will this reduce the revenue potential to the point that even adding fees from communications services cannot support the Commission?

Can the Commission support efforts to repeal these rules/statutes to address this issue? Is that service of value to the jurisdictions?

Under Oregon law, counties cannot impose fees on telecommunications providers' use of the rights-of-way. How does this impact the County's participation in this scenario? Should there be an effort to repeal that statute?

Are the additional services optional or mandatory? If optional, how many jurisdictions need to opt in for it to work financially for the Commission?



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		<p>This does address the declining franchise and PEG fees to some extent, though there are legal issues to resolve.</p>
<p>Maintain Current Commission Structure and Add New Member Cities to Commission</p> <p><i>Example:</i> MACC added a new jurisdiction in 2011, increasing franchise and PEG fee revenue.</p>	<ul style="list-style-type: none"> • Commission develops a method for allowing other local governments to join (IGA § 14.C). 	<p>Are there any jurisdictions that might want to join?</p> <p>What, if any, issues need to be considered if adding cities that are not in Multnomah County?</p> <p>PEG service could be complicated if new members have existing channels and/or need a connection to MetroEast or Open Signal.</p> <p>How much additional cost would this create for the Commission? How much revenue?</p> <p>This addresses declining franchise fees and PEG fees to some extent, assuming additional jurisdictions contribute a portion of their franchise and PEG fees to the Commission.</p>
<p>Form New ORS 190 Entity Among East County Jurisdictions that Contracts with Portland for Services</p> <p>Oregon Revised Statutes (ORS) Chapter 190 allows local governments to enter</p>	<ul style="list-style-type: none"> • Mutual agreement of the jurisdictions to dissolve Commission (IGA § 13). • Wind up Commission affairs: Pay obligations; distribute assets to existing jurisdictions in proportion to 	<p>What cost savings, if any, could be realized with a new, smaller commission?</p> <p>Can the East County jurisdictions fund the overhead related to a commission (e.g.,</p>



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<p>into an agreement to create an intergovernmental entity, which must be approved by a vote of the founding governments’ governing bodies, to which the jurisdictions delegate specific governmental responsibilities. The current Commission is an ORS 190 entity.</p> <p>In this scenario, the East County jurisdictions would form a separate intergovernmental entity (an “ORS 190 Entity”). The new ORS 190 Entity would contract with Portland for the services Portland currently provides the Commission: cable franchise negotiations and management, consumer complaint resolution, technology grants, and advocacy.</p> <p>The new ORS 190 Entity likely would have a similar structure to the current Commission, with jurisdictions having representation on a board that would direct and review Portland’s services. The jurisdictions would retain the authority they retain under the current IGA, which includes authority over decisions to grant, revoke, terminate, extend, amend, renew or refuse to renew a franchise agreement; decisions concerning a change of ownership or control of a cable system or company; decisions to terminate or revoke</p>	<p>most recent budget cost allocation percentage (IGA § 12)).</p> <ul style="list-style-type: none"> • Terminate services agreement (requires at least 90 days’ notice if termination is mutually agreed upon; if no mutual agreement, one party must give notice by December 31st of the desire to terminate effective the following July 1st per Services Agreement § 11); amendment may be possible instead of termination. • Draft new intergovernmental agreement establishing a new ORS 190 Entity for East County jurisdictions to approve. • Draft new services agreement between Portland and East County jurisdictions. • Renegotiate grant agreements with Community Media Centers. 	<p>drafting agendas, public notices and meetings, drafting minutes, etc.)?</p> <p>Does the Commission’s current bargaining power shift if the East County jurisdictions have a separate commission? Would a shift help or hurt the new commission? Portland?</p> <p>How would PEG capital funds be split?</p> <p>Could the East County jurisdictions continue to fund the current Commission’s work on communications policy and legislative advocacy and work on digital equity and inclusion?</p> <p>Is this model sustainable if not all East County jurisdictions wish to join?</p> <p>What is the process by which a new ORS 190 Entity would be established in the context of the current Commission?</p> <p>This does not address declining franchise fees and PEG capital funds.</p>
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<p>a franchise; and decisions regarding adoption of cable regulations.</p> <p>Portland would not be part of the new ORS 190 Entity and would perform its cable franchises and related services on its own behalf with internal staff.</p> <p><i>Example:</i> This model follows the existing Commission model, but with a different configuration of jurisdictions within the new commission.</p>		
<p>RETAIN A COMMISSION STRUCTURE WITHOUT CITY OF PORTLAND STAFF</p>		
<p>Maintain Commission Structure; Update IGA to Remove Obligation to Contract with Portland for Services; Enter Services Agreement(s) with Third Party; Additional Contributions from Jurisdictions As Needed</p> <p>In this scenario, the Commission continues but no longer contracts with Portland for staff and services. Staff and services would be provided in-house by new commission employees, from third party contracts, and/or other member jurisdictions. When franchise and PEG revenue falls too low, the jurisdictions</p>	<ul style="list-style-type: none"> • IGA amendments must be authorized in writing by the governing bodies of all jurisdictions (IGA § 14.D). • Terminate services agreement (requires at least 90 days’ notice if termination is mutually agreed upon; if no mutual agreement, one party must give notice by December 31st of the desire to terminate effective the following July 1st per Services Agreement § 11). • Identify and negotiate agreement(s) with new services agreement with third party(ies) and other jurisdictions, and/or hire new staff. 	<p>Is it possible to find third party support for the services Portland currently provides? Third party legal and technical consultants are available (and the Commission currently uses them); Commission staff may be direct Commission employees, contract employees, and/or other jurisdictions may wish to provide staff similar to the current model.</p> <p>Would hiring new Commission staff or engaging with third parties for staff services be more or less expensive? Would cost savings outweigh the loss of institutional knowledge?</p>



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<p>may need to provide additional contributions to fund the Commission.</p> <p><i>Example:</i> Similar to MACC in that no jurisdictions provide services to the commission, or it could be modeled on MWVCRC, where different jurisdictions provide different services.</p>	<ul style="list-style-type: none"> Renegotiate grant agreements with Community Media Centers. 	<p>When and at what levels will jurisdictions need to increase franchise fee contributions to continue adequate support for the Commission? Are jurisdictions willing to do so?</p> <p>Would this scenario impact funding for the Community Media Centers?</p> <p>Would this impact the current Commission’s work on communications policy and legislative advocacy and work on digital equity and inclusion?</p> <p>Are there other sources of funding the Commission could pursue, e.g., grant funding for broadband and digital equity purposes?</p> <p>This does not address declining franchise fees and PEG fees, other than possibly increasing the jurisdictions’ contributions.</p>
<p>Form New ORS 190 Entity Among East County Jurisdictions that does not Contract with Portland for Services</p> <p>In this scenario, the East County jurisdictions form an ORS 190 Entity and find their own staff, consultants/legal counsel for negotiating renewals,</p>	<ul style="list-style-type: none"> Mutual agreement of the jurisdictions to dissolve Commission (IGA § 13) Wind up Commission affairs: Pay obligations; distribute assets to existing jurisdictions in proportion to most recent budget cost allocation percentage (IGA § 12)). 	<p>Can the East County jurisdictions fund the overhead related to a commission (e.g., drafting agendas, public notices and meetings, drafting minutes, etc.)?</p> <p>Can the East County jurisdictions fund the cost of franchise renewals and enforcement?</p>



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<p>enforcement, etc. Portland would no longer be part of a commission and would not provide services to the new commission.</p> <p>The new ORS 190 Entity likely would have a similar structure to the current Commission, with jurisdictions having representation on a board that would direct and review services. The jurisdictions would retain the authority they retain under the current IGA, which includes authority over decisions to grant, revoke, terminate, extend, amend, renew or refuse to renew a franchise agreement; decisions concerning a change of ownership or control of a cable system or company; decisions to terminate or revoke a franchise; and decisions regarding adoption of cable regulations.</p> <p><i>Example:</i> This model follows the model of MACC and other cable commissions (in Minnesota, for example), which provide some services in-house, typically with outside consultants unaffiliated with member jurisdictions to assist with legal issues and franchise renewals. MACC has in-house PEG operations as well, as do other cable commissions. This scenario also could be similar to the MWVCRC,</p>	<ul style="list-style-type: none"> • Terminate services agreement (requires at least 90 days' notice if termination is mutually agreed upon; if no mutual agreement, one party must give notice by December 31st of the desire to terminate effective the following July 1st per Services Agreement § 11). • Draft new intergovernmental agreement for East County jurisdiction to approve. • Identify new service provider(s) and draft/negotiate new services agreement(s). • Renegotiate grant agreements with Community Media Centers. 	<p>What bargaining power do the East County jurisdictions have without Portland?</p> <p>How would PEG capital funds be split? Does the current arrangement—Portland supporting Open Signal and the East County jurisdictions supporting MetroEast—provide for an easy transition and continued levels of funding?</p> <p>Could the East County jurisdictions continue to fund the current Commission's work on communications policy and legislative advocacy and work on digital equity and inclusion?</p> <p>Is this model sustainable if not all East County jurisdictions wish to join?</p> <p>What is the process by which a new ORS 190 Entity would be established in the context of the current Commission?</p> <p>This does not address declining franchise fees and PEG capital funds.</p>
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<p>which contracts with both the City and the County for administrative and other support, and may use legal counsel from either the City or the County.</p>		
<p>ABANDON COMMISSION STRUCTURE</p>		
<p>Dissolve Commission; Enter into New Intergovernmental Agreement (not ORS 190 Entity) Among All Jurisdictions for Support from Portland</p> <p>Oregon Revised Statutes Chapter 190 authorizes local governments to enter into intergovernmental agreements (“IGA”) that may, among other things, allow one party to perform any or all functions and activities that a party to the agreement has authority to perform. This type of IGA is a contractual arrangement designating a party or parties to undertake certain actions on behalf of the other parties. This is different from an ORS 190 Entity, which is formed through an IGA, but is a separate legal entity from the jurisdictions that create it.</p>	<ul style="list-style-type: none"> • Mutual agreement of the jurisdictions to dissolve the Commission (IGA § 13). • Wind up Commission affairs: Pay obligations; distribute assets to existing jurisdictions in proportion to most recent budget cost allocation percentage (IGA § 12)). • Draft new intergovernmental agreement for each jurisdiction to approve. • Terminate services agreement (requires at least 90 days’ notice if termination is mutually agreed upon; if no mutual agreement, one party must give notice by December 31st of the desire to terminate effective the following July 1st per Services Agreement § 11); amendment may be possible instead of termination. 	<p>Will cable operators view the jurisdictions as “one” if there is no commission (i.e., does this give up strength in numbers)? Legally, an IGA is sufficient to delegate authority to Portland, but the common method for multi-jurisdiction cable franchise negotiations and management is through a separate legal entity such as an ORS 190 Entity. Would the lack of a commission cause cable operators to question Portland’s authority to act on behalf of the other jurisdictions with no Board to provide direction?</p> <p>If the new IGA did not include funding for Community Media Centers, how will they be funded?</p> <p>How are decisions made without a commission? How do franchise renewal negotiations resolve without a body tasked</p>



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<p>In this scenario, Portland would provide similar services to the other jurisdictions as it currently provides, but with no commission structure. Instead, there would be an IGA for certain services paid for by PEG and franchise fees (and possibly other sources of funding).</p> <p>Funding for Community Media Centers could be included in the IGA (<i>e.g.</i>, the parties agree that funding would be paid to Portland who would distribute it to the centers) or through separate agreements between the jurisdictions and the Community Media Centers.</p> <p>A variation of this scenario is for the services agreement with Portland to authorize Portland to provide non-cable related services as well, such as assisting with telecommunications franchises, rights-of-way administration, broadband access, etc.</p> <p><i>Example:</i> IGAs are commonly used by local governments to delegate responsibilities or to provide services to other jurisdictions, though they are not commonly used for joint cable franchise negotiations and administration. There is</p>	<ul style="list-style-type: none">• Renegotiate grant agreements with Community Media Centers or incorporate funding into the IGA.	<p>with making a recommendation? Could an IGA-required “working group” of jurisdictions’ representatives (staff or electeds or appointed) be tasked with overseeing the negotiations and helping finalize a draft for jurisdiction approval, much like the current Commission?</p> <p>Does the existence of the Commission help with renewal negotiations, for example by creating another layer of review by a board focused on cable issues to make recommendations on the franchise terms?</p> <p>Does the existence of the Commission help with enforcement issues?</p> <p>Does the existence of the Commission help eliminate efforts to go directly to elected officials rather than negotiating with staff?</p> <p>What is the cost savings from eliminating the overhead of supporting a commission?</p> <p>What is the process by which a new IGA would be established in the context of the current Commission?</p>
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<p>no legal restriction on using an IGA for these purposes.</p>		<p>Does an IGA provide nimbleness and efficiency that the current Commission does not?</p> <p>Could the East County jurisdictions continue to fund the current Commission's work on communications policy and legislative advocacy and work on digital equity and inclusion?</p> <p>This does not address declining franchise fees and PEG capital funds.</p>
<p>Dissolve Commission</p> <p>In this scenario, the Commission would no longer exist and all jurisdictions would negotiate and enforce their own cable franchises and separately contract with Community Media Centers.</p> <p><i>Example:</i> Numerous jurisdictions negotiate and administer their cable franchises on their own without a cable commission.</p>	<ul style="list-style-type: none"> • Mutual agreement of the jurisdictions to dissolve the Commission (IGA § 13). • Wind up Commission affairs: Pay obligations; distribute assets to existing jurisdictions in proportion to most recent budget cost allocation percentage (IGA § 12)). • Terminate services agreement (requires at least 90 days' notice if termination is mutually agreed upon; if no mutual agreement, one party must give notice by December 31st of the desire to terminate effective the following July 1st per Services Agreement § 11). 	<p>Do the Community Media Centers survive if jurisdictions opt not to contract or provide less support?</p> <p>How would each jurisdiction negotiate for appropriate capital funding for the Community Media Centers if they are not working together?</p> <p>Can each jurisdiction support franchise renewals?</p> <p>Are jurisdictions comfortable negotiating these franchise agreements within their own jurisdictions?</p> <p>What are the non-monetary impacts, such as the loss of communications policy and legislative advocacy and work on digital</p>



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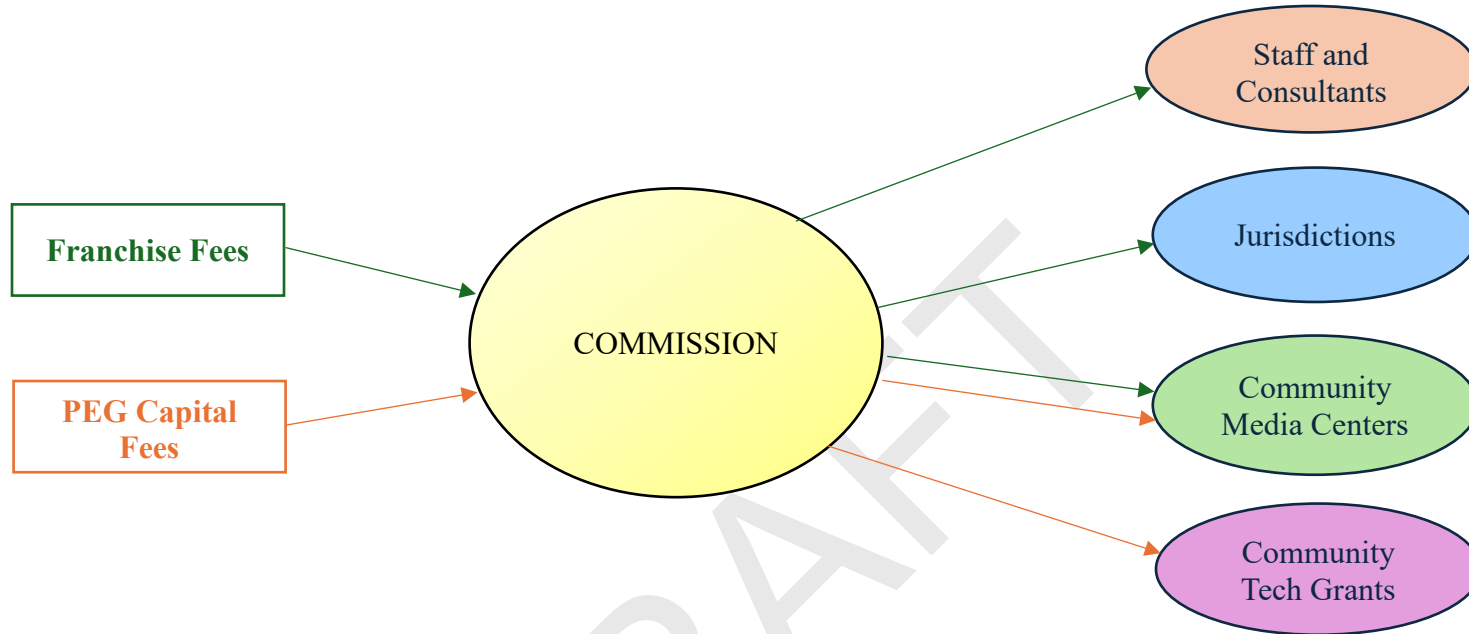
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		<p>equity and inclusion the Commission currently provides?</p> <p>This does not address declining franchise fees and PEG capital funds.</p>
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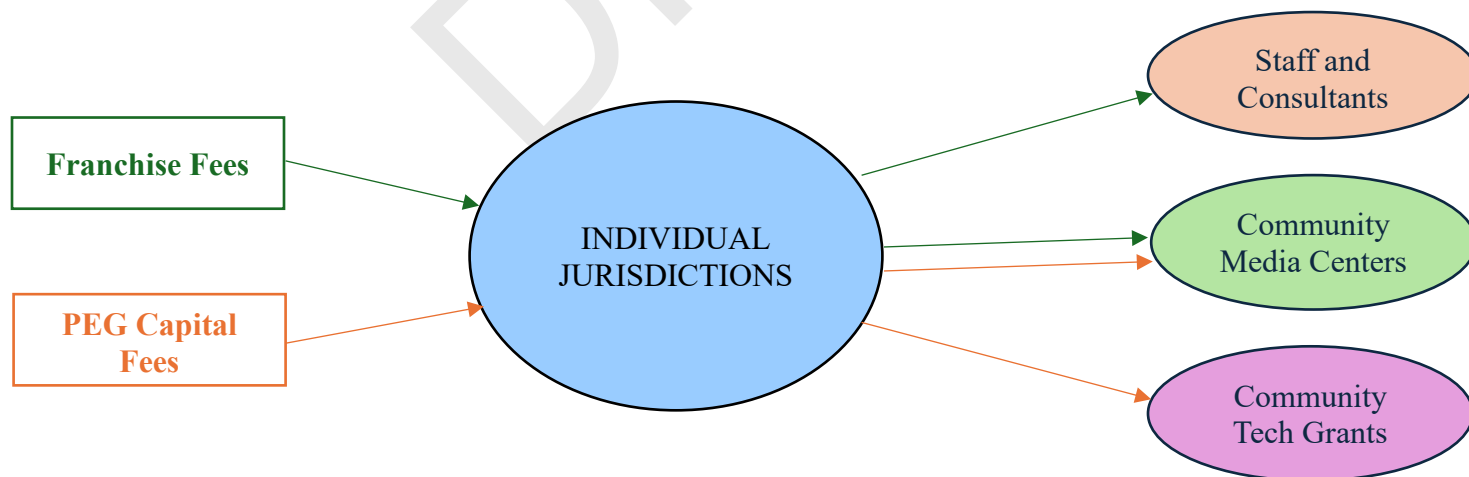
DRAFT

REVENUE FLOWS

COMMISSION STRUCTURE



NO COMMISSION



PUBLIC TESTIMONY PROTOCOLS

1. In Person: sign-in on the public sign up sheet to provide testimony.
2. Online: state your name in the chat or raise hand to provide testimony.
3. When called to provide testimony, please:
 - a. State **Your Name**
 - b. State the **City you live in** – OR- the **Organization you are representing**
 - c. Limit your comments to **3 minutes** and address specific requirements of the proposed agreement
 - d. Please refrain from asking questions of the Commission

Website: www.mhcr.org

Thank you. We appreciate your time and input.



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COVER SHEET – AGENDA ITEM #R.4

For Commission Meeting:

Zipty Non-Compliance

Recommendation

The purpose of this agenda item is to discuss that latest correspondence with Zipty on this matter to update the Commission and then seek any guidance from the Commission on how they would like MHCRC staff to proceed.

Background

Zipty had some compliance deviations in its quarterly customer service reports over the last 1.5 years and because of the gaps in compliance coverage for MHCRC and the fact that Zipty was coming into and out of compliance, staff sent a Notice of Non-compliance to them on September 17th. Zipty has since responded and stated that the reason for the failure was that their reporting was overly broad – both geographically and by service – instead of being limited to the jurisdictions and cable service. While Zipty has “cured” the original violation, in their response another violation was identified by staff. The new violation was that they weren’t providing the reporting required by the franchise during the periods at issue.

Attachments

- 1) Notice of Noncompliance and Opportunity to Cure 09172024
- 2) Zipty Fiber Response to MHCRC Notice and Opportunity to Cure
- 3) Zipty Fiber Cable Franchise Agreement - Wood Village
- 4) MHCRC - Wood Village Termination Authority (11-4-2024) (002)
- 5) Agreement to Terminate Cable Franchise Agreement 4880-7960-9332 v.1 (002)

Prepared By: ANDREW SPEER
November 13, 2024





Mt. Hood Cable Regulatory Commission

Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village

September 17, 2024

Jessica Epley
Vice President, Regulatory & External Affairs
Ziplay Fiber
135 Lake Street South, Suite 155
Kirkland, WA 98033
jessica.epley@ziplay.com

Re: Notice and Opportunity to Cure Re: Customer Service Standards Violations
Quarters Covered By Notice: Q1 2023, Q2 2023, Q3 2023, Q4 2023, Q1 2024, Q2 2024

Dear Ms. Epley:

In accordance with §14.1 of the franchise agreement with Ziplay Fiber (“Ziplay”) this letter provides Ziplay a 30-day written notice of the Mt. Hood Cable Regulatory Commission’s (MHCRC) intent to exercise §14.1 of the franchise agreements on behalf of the Cities of Gresham, Troutdale, Fairview, and Wood Village. , Ziplay must comply with Customer Service Standards under §9.1 and Exhibit D of its franchise agreement. MHCRC staff determined that Ziplay has not adhered to applicable customer service standards in several instances detailed in this notice. Below are the standards Ziplay failed to meet and the information supporting this finding.

Telephone Answering Time

Under Section 9.1 and Exhibit D Section III, under Normal Operating Conditions, calls received by Grantee shall be answered within thirty (30) seconds and, if the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Grantee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by Grantee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

Ziplay’s quarterly reports to MHCRC indicate that Ziplay failed to meet the telephone answering time standards in Q1, Q2, Q3 of 2023 and Q2 2024. This is a particularly notable violation because it continued for a period of three quarters in 2023, or approximately 273 days. Fines are liable to reach the \$30,000 annual cap on these customer service standards violations. While Ziplay came into compliance for this standard in Q1 2024, that trend did not continue for Q2 2024.

Ziplay’s plan to cure must address the causes of this long-standing violation, an itemized protocol, correct the issues, and a roadmap which assures compliance in the future.





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Installations, Disconnections, Outages and Service Calls

Under Exhibit D, under Normal Operating Conditions, each of the following standards shall be met no less than **ninety-five (95) percent of the time measured on a quarterly basis**:

- Standard installations shall be performed within seven (7) business days after an order has been placed.

ZiPLY's quarterly reports to MHCRC indicate that ZiPLY failed to comply with the 7-day install requirement in Q2 of 2023 and in Q1 and Q2 of 2024. These violations are indicative of a larger trend developing with respect to ZiPLY's ability to comply with its franchise agreement.

ZiPLY's plan to cure must contain an explanation as to the causes of these violations, an itemized protocol to correct the violations, and a roadmap which assures how compliance will be met in the future.

- Under Normal Operating Conditions the cable operator shall begin work on Service Interruptions promptly and no later than 24 hours after the interruption becomes known. The cable operator must begin working on other service problems the next business day after notification of the service problem. Working on Service Interruptions must be more than merely acknowledging it.

ZiPLY's quarterly reports to MHCRC indicate that ZiPLY failed to resolve service interruptions within twenty-four hours ninety-five percent of the time in Q3 of 2023 and in Q1 and Q2 of 2024. The percentages report by ZiPLY are significantly below standards. These violations are indicative of a larger trend developing with respect to ZiPLY's ability to comply with its franchise agreement.

ZiPLY's plan to cure must contain an explanation as to the causes of these violations, an itemized protocol to correct the violations, and a roadmap which assures how compliance will be met in the future.

- The appointment alternatives for installations, service calls and other installation activities shall be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The operator may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the customer.

ZiPLY's quarterly reports to MHCRC indicate that ZiPLY failed to meet the appointment window requirements for install in Q3 of 2023 and Q1 and Q2 of 2024.

ZiPLY's plan to cure must contain an explanation as to the causes of these violations, an itemized protocol to correct the violations, and a roadmap which assures how compliance will be met in the future.

- The cable operator shall be deemed to have honored a scheduled appointment under the provisions of this section when a technician arrives within the agreed upon time and, if the





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subscriber is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the cable operator. A cable operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. Rescheduling an appointment is an independent obligation and does not necessarily excuse the missed appointment. If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer shall be contacted. The appointment shall be rescheduled, as necessary, at a time which is convenient for the customer.

ZiPLY's quarterly reports to MHCRC indicate that ZiPLY failed to meet the reschedule requirement in Q3 of 2023. While ZiPLY appears to have corrected this issue, MHCRC requires data on how many installations ZiPLY has performed in the three quarters since this incident. Please include this information in your cure response.

In addition, under 9.1.1.3, Grantee shall perform Standard Installations, as defined under Section 4.3 of this Franchise, in accordance with the Customer Service Standards (within no more than seven (7) days), except in cases where a Standard Installation requires Grantee's placement on the customer premise of an Optical Network Terminal, then Grantee shall perform the installation within no more than fourteen (14) days after a service order has been placed.

ZiPLY's quarterly reports to MHCRC indicate that ZiPLY failed to meet the 7-day standard in Q2 of 2023 and Q1 of 2024. ZiPLY should explain the cause of these compliance gaps and explain for the quarters it remained in compliance, how many installations were performed.

Regarding the 14-day requirement, ZiPLY did not meet this requirement in Q1 of 2024. While this issue appears to be resolved, MHCRC requires additional data from ZiPLY, i.e., an explanation of what a 0 percent indicates and how many installations were performed in the quarters at issue (all four quarters of 2023 and the first two quarters of 2024).

Additional requirements and next steps:

Under §14.4 and §14.5 of the franchise agreements, ZiPLY must document a cure within the 30-day notice period. If a cure is not reasonably possible within the 30-day period, then ZiPLY must document what good faith efforts it has undertaken to cure the asserted violation. This documentation must be provided **no later than October 17, 2024** (30-days from the date of this letter), in the form of a curative plan satisfactory to the MHCRC staff. If ZiPLY fails to cure or to undertake adequate efforts, and continue those efforts in good faith, toward a cure of these violations, the MHCRC may exercise the remedies available under §14 of the franchise agreement.

The written cure response should address each of the requests identified in bold in this letter in the sections addressing each compliance gap. The cure response should also include a new customer service report demonstrating compliance in all areas.





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Considering the repeated compliance gaps and to facilitate better understanding of Zply's business practices under the regulatory authority of the Commission through the franchise, MHCRC requests that Zply modify its quarterly reports going forward to include the following additional information:

- 1. The data used to populate each of the percentages (i.e. the number of calls received, the number of installations performed, etc.)**
- 2. The standard required under the franchise for each element report (i.e. 95 percent compliance, etc.)**

Please contact me if you have questions.

Sincerely,

Andrew Speer, Mt. Hood Cable Regulatory Commission Franchise & Compliance Manager

Cc: Gail A. Karish, MHCRC legal counsel, Best, Best & Krieger, LLP



135 Lake Street South, Suite 155
Kirkland, WA 98033
M. (503) 431-0458
jessica.epley@ziply.com



October 17, 2024

SENT VIA EMAIL TO: Laura.Dyer@portlandoregon.gov
Andrew.Speer@portlandoregon.gov

Andrew Speer
Mt. Hood Cable Regulatory Commission
1810 SW 5th Ave. Suite 710
Portland, Oregon 97201

Re: ZiPLY Fiber Northwest, LLC dba ZiPLY Fiber's Notice and Opportunity to Cure Re: Customer Service Standards Violations

Dear Mr. Speer:

Please find below ZiPLY Fiber's response to the Notice and Opportunity to Cure Re: Customer Service Standards. We appreciate the opportunity to take a more vigorous review of our metrics related to video service within the areas subject to the service quality standards outlined in the franchise agreement between ZiPLY Fiber and the Mt. Hood Cable Regulatory Commission ("MHCRC").

As you will see in our responses, many of data collection processes were not sufficiently narrowed to the services and/or Mt Hood Cable Regulatory Commission jurisdictions. This process has afforded us the opportunity to further refine our data development which will improve the accuracy of future reports.

In addition to our specific responses, an updated report of all our metrics for 2023 and Q1 and Q2 of 2024 is attached.

Our specific responses to the questions raised by MHCRC are as follows:

ZiPLY's quarterly reports to MHCRC indicate that ZiPLY failed to meet the telephone answering time standards in Q1, Q2, Q3 of 2023 and Q2 2024. This is a particularly notable violation because it continued for a period of three quarters in 2023, or approximately 273 days. Fines are liable to reach the \$30,000 annual cap on these customer service standards violations. While ZiPLY came into compliance for this standard in Q1 2024, that trend did not continue for Q2 2024.

ZiPLY's plan to cure must address the causes of this long-standing violation, an itemized protocol, correct the issues, and a roadmap which assures compliance in the future.

ZiPLY Fiber Response:

ZiPLY Fiber has pulled the retroactive data and closely evaluated the call details for all calls attributed to MHCRC in 2023 and 2024. We have determined that our data collection method reported all calls involving customers who have a video service in Oregon, not limited to the reason for the call (i.e. was the customer calling about a video issue versus a voice or data issue) nor to the specific MHCRC jurisdictions. This resulted in an inflated calculation of subject calls. We have implemented an exception report that will provide the correct data set of call information that can be used going forward. Our updated numbers are below:

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024
% Calls Answered within 30 Seconds	100%	100%	100%	100%	100%	100%
% Calls Receiving a Busy	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

ZiPLY’s quarterly reports to MHCRC indicate that ZiPLY failed to comply with the 7-day install requirement in Q2 of 2023 and in Q1 and Q2 of 2024. These violations are indicative of a larger trend developing with respect to ZiPLY’s ability to comply with its franchise agreement. ZiPLY’s plan to cure must contain an explanation as to the causes of these violations, an itemized protocol to correct the violations, and a roadmap which assures how compliance will be met in the future.

ZiPLY Fiber Response:

ZiPLY Fiber has pulled the retroactive data and closely evaluated the installation request details for 2023 and 2024. We have determined that our data collecting method incorrectly included installation of all service types within the state of Oregon instead of installation of the services within the MHCRC jurisdictions. We have updated our data methodology to limit reporting to video installation in accordance with the franchise agreement. Our updated numbers are below:

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024
# of Installs Requested	2	0	0	1	0	0
% Installs Completed w/i 7 business days, if ONT in place on Order Creation Date	100%	N/A	N/A	100%	N/A	N/A

% Installs Completed w/i 14 business days, if ONT in place on Order Creation Date	N/A	N/A	N/A	N/A	N/A	N/A
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ZiPLY’s quarterly reports to MHCRC indicate that ZiPLY failed to resolve service interruptions within twenty-four hours ninety-five percent of the time in Q3 of 2023 and in Q1 and Q2 of 2024. The percentages report by ZiPLY are significantly below standards. These violations are indicative of a larger trend developing with respect to ZiPLY’s ability to comply with its franchise agreement.

ZiPLY’s plan to cure must contain an explanation as to the causes of these violations, an itemized protocol to correct the violations, and a roadmap which assures how compliance will be met in the future.

ZiPLY Fiber Response:

ZiPLY Fiber has pulled the retroactive data and closely evaluated the service request details for 2023 and 2024. We have determined that our data collecting method incorrectly included service tickets for all service types within the state of Oregon instead of limiting to video related requests within the MHCRC jurisdictions. We have updated our methods to only provide information on the appropriate service tickets. Our updated numbers regarding service interruption tickets are below:

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024
% Service Interruption Troubles < 24 Hours	100%	100%	100%	100%	100%	100%

ZiPLY’s quarterly reports to MHCRC indicate that ZiPLY failed to meet the appointment window requirements for install in Q3 of 2023 and Q1 and Q2 of 2024.

ZiPLY’s plan to cure must contain an explanation as to the causes of these violations, an itemized protocol to correct the violations, and a roadmap which assures how compliance will be met in the future.

ZiPLY’s quarterly reports to MHCRC indicate that ZiPLY failed to meet the reschedule requirement in Q3 of 2023. While ZiPLY appears to have corrected this issue, MHCRC requires data on how many installations ZiPLY has performed in the three quarters since this incident. Please include this information in your cure response.

ZiPLY Fiber Response:

Once again, we have determined our data development method was including service for non-video services. Upon close examination we have determined ZiPLY Fiber installed service for only three (3) customers during the six (6) quarters under review. We met the appointment window for each of these installations. Updated results are below:

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024
# of Installs Requested	2	0	0	1	0	0
% Appointment Windows Met - Install	100%	N/A	N/A	100%	N/A	N/A
% Appointment Windows Not Cancelled - Install and Service	N/A	N/A	N/A	N/A	N/A	N/A
% Appointment Windows Not Rescheduled - Install and Service	N/A	N/A	N/A	N/A	N/A	N/A

ZiPLY’s quarterly reports to MHCRC indicate that ZiPLY failed to meet the 7-day standard in Q2 of 2023 and Q1 of 2024. ZiPLY should explain the cause of these compliance gaps and explain for the quarters it remained in compliance, how many installations were performed.

Regarding the 14-day requirement, ZiPLY did not meet this requirement in Q1 of 2024. While this issue appears to be resolved, MHCRC requires additional data from ZiPLY, i.e., an explanation of what a 0 percent indicates and how many installations were performed in the quarters at issue (all four quarters of 2023 and the first two quarters of 2024).

ZiPLY Fiber Response:

Please see the response to the previous question. ZiPLY Fiber has not had a perpetual issue in meeting the standards once our data is limited to video only services within the MHCRC jurisdictions.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Jessica Epley
Vice President - Regulatory & External Affairs

MHCRC 2023-2024 Report	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024
% Calls Answered within 30 Seconds	100%	100%	100%	100%	100%	100%
% Calls Receiving a Busy	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
% Completed Service Interruption Troubles < 24 Hours	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
% Non-Service Interruption Response < Next Bus. Day	99.94%	96.88%	96.80%	96.71%	96.85%	98.25%
% Appointment Windows Met - Install	100.00%	N/A	N/A	100.00%	N/A	N/A
% Appointment Windows Not Cancelled - Install	N/A	N/A	N/A	N/A	N/A	N/A
% Appointment Windows Not Rescheduled - Install	N/A	N/A	N/A	N/A	N/A	N/A
% Installs Completed w/i 7 business days, if ONT in place on Order Creation Date	100.00%	N/A	N/A	100.00%	N/A	N/A
% Installs Completed w/i 14 business days, if ONT not in place on Order Creation Date	N/A	N/A	N/A	N/A	N/A	N/A

From: [Epley, Jessica](#)
To: JohnM@WoodVillageOR.gov
Cc: [Jeff Condit, City Attorney](#); [Greg Dirks \(GregD@WoodVillageOR.gov\)](mailto:GregD@WoodVillageOR.gov); [Speer, Andrew](#); [Dyer, Laura](#)
Subject: Ziplly Fiber Cable Franchise Agreement - Wood Village
Date: Monday, November 4, 2024 6:50:07 AM
Attachments: [image001.png](#)
[MHCRC - Wood Village Termination Authority \(11-4-2024\).pdf](#)
[Agreement to Terminate Cable Franchise Agreement 4880-7960-9332 v.1.docx](#)

Mayor Miner:

Attached please Ziplly Fiber's letter related to termination of our cable franchise with Wood Village.

Sincerely,

Jessica Epley

VP – Regulatory & External Affairs

(M) – (503) 431-0458 | jessica.epley@ziplly.com



www.ziplayfiber.com

November 4, 2024

Sent via electronic mail to JohnM@WoodVillageOR.gov

Mayor John Miner
City of Wood Village
24200 NE Halsey
Wood Village OR 97060

Re: Ziplly Fiber Cable Franchise Agreement – Wood Village

Dear Mayor Miner:

I am writing you regarding the termination of the current Cable Franchise Agreement that Ziplly Fiber Northwest, LLC dba Ziplly Fiber (“Ziplly Fiber”) has entered into with the City of Wood Village (the “City”).

Ziplly Fiber received its cable franchise with the City after a negotiation with a cable franchise Mt. Hood Cable Regulatory Commission (“MHCRC”) pursuant to the City’s participation in an intergovernmental agreement. On September 17, 2024, I provided notice to MHCRC and Wood Village’s City Manager Greg Dirks, describing Ziplly Fiber’s request to terminate its cable franchise in the City because Ziplly Fiber no longer has any active cable subscribers within the City’s jurisdiction. I mistakenly excluded you from this communication.

Subsequent to receiving my letter, MHCRC’s Andrew Speer and Laura Dyer requested a telephone conversation to discuss our request. During that discussion Mr. Speer asked me to provide a legal analysis of the authority of Ziplly Fiber and the City to terminate the Agreement, and to describe the source for Ziplly Fiber’s right to continue to occupy the City’s rights-of-way with a fiber network which provides non-cable services in the City. I will address each of these issues.

Termination of Cable Franchise

The parties to the Agreement can mutually agree to terminate the cable franchise. In order to effect this termination, we have drafted the attached Agreement to Terminate Cable Franchise Agreement (“Termination Agreement”) for your review and signature.

Please note that the Termination Agreement is between Ziplly Fiber and the City of Wood Village, not MHCRC. This structure is consistent with the MHCRC Intergovernmental Agreement As Amended March 1998 (“IGA”). Section 4(B)(1) of the IGA provides that the individual jurisdictions retain authority to make “[a]ny decision to grant, revoke, terminate, extend, amend, renew or refuse to renew a franchise agreement.” In addition, the City signatories to the Termination Agreement are the City Mayor and City Attorney, as the “authorized representatives” that signed the original document establishing the Cable Franchise

Agreement. We believe this Termination Agreement as drafted will be sufficient to terminate the Cable Franchise Agreement

ZiPLY Fiber's Right to Continue Use of the City's public rights of way

Separate from the Cable Franchise Agreement, ZiPLY Fiber and the City entered into that certain Franchise Agreement, effective April 14, 2022, granting a 5-year telecommunications franchise to ZiPLY Fiber to occupy City public rights of way and utility easements for the purpose of construction, use, operation and maintenance of a telecommunications system (the "Telecom Franchise"). This Telecom Franchise is in full force and effect, granting ZiPLY Fiber the necessary rights to occupy and use the City's public rights of way for the continued provision of its non-cable services in the City. The termination of the Cable Franchise Agreement will, therefore, have no impact on ZiPLY Fiber's continued authorization to utilize the City's public rights of way.

Please let me know if you have any questions, or proposed edits to the attached Termination Agreement. ZiPLY Fiber looks forward to executing the Termination Agreement as soon as possible.

Thank you in advance for your timely consideration of this matter.

Sincerely,



Jessica Epley
Vice President, Regulatory & External Affairs

Attachment: Agreement to Terminate Cable Franchise

Cc: Jeff Condit, City Attorney (Jeff.Condit@MillerNash.com)
Greg Dirks, City Manager (gregd@woodvillageor.gov)
Andrew Speer, Franchise Utility Program Manager (Andrew.Speer@portlandoregon.gov)
Laura Dyer, Compliance Analyst (Laura.Dyer@portlandoregon.gov)

AGREEMENT TO TERMINATE CABLE FRANCHISE AGREEMENT

This Agreement (“*Agreement*”) is entered into as of _____, ____ (“*Effective Date*”) by and among Northwest Fiber LLC, a Washington limited liability company doing business as Zply Fiber (hereinafter “*Grantee*”), and the City of Wood Village, a municipal corporation duly organized under the applicable laws of the State of Oregon (hereinafter “*City*”) subject to the following recitals:

RECITALS

WHEREAS, Grantee’s predecessor-in-interest and City entered into an agreement on January 15, 2009 titled: Addendum To The Cable Franchise Agreement Between The City Of Gresham, Oregon And Verizon Northwest Inc. By And Between The City Of Wood Village, Oregon And Verizon Northwest Inc (“Franchise Agreement”);

WHEREAS, Franchise Agreement created a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the franchise area;

WHEREAS, Grantee has no cable subscribers in City;

WHEREAS, Grantee no longer desires to offer linear cable service in City;

WHEREAS, subscribers to Grantee’s internet service offerings in City will have the option to stream video content should they so desire;

WHEREAS, there is at least one other franchised provider of linear cable service in City that will continue to offer linear cable services for those City residents who wish to subscribe to such services;

WHEREAS, because Grantee no longer has any cable subscribers in City, City is currently receiving no revenue from Grantee pursuant the Franchise Agreement;

WHEREAS, City and the residents of City no longer benefit from the existence of the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Termination of Franchise Agreement.** Grantee and City mutually agree to terminate Franchise Agreement on the effective date herein.
2. **Effective Date.** For purposes of the termination granted by this agreement, the Effective Date shall be the date of the last signature below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF WOOD VILLAGE

APPROVED AS TO FORM:

By: John Miner

By: Jeff Condit

Title: Mayor

Title: City Attorney

Date

Date

NORTHWEST FIBER LLC

APPROVED AS TO FORM:

By:

By:

Title:

Title:

Date

Date