

RESOLUTION NO. 1612

A RESOLUTION AMENDING SECTION 9.7 OF THE 1999 CABLE TELEVISION SERVICES AGREEMENT WITH AT&T CABLE SERVICES.

WHEREAS, on January 21, 1999, the Wilsonville City Council adopted Resolution No. 1532, approving a Cable Television Service Agreement with AT&T Cable Services; and

WHEREAS, section 9.7 of the agreement provides that a process be established by the City of Wilsonville for the award of grants for public, education and government access capital support, and that the power to award such grants is vested in the board of the Metropolitan Area Communications Commission; and

WHEREAS, subsequent to the adoption of said agreement Wilsonville withdrew from the Metropolitan Area Communications Commission, which had previously enforced the various provisions of the agreement;

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Section 9.7 of the 1999 Cable Television Service Agreement with AT&T Cable Services is amended to read as follows:

9.7 CAPITAL SUPPORT FOR ACCESS COSTS

During the first four years of the term of this Agreement, Grantee shall provide \$0.75 per month, per Residential Subscriber for capital support for PEG and for operating and/or capital support for the Public Communications Network (PCN). Starting in year five (5) of the Agreement, and continuing until the end of the Agreement, Grantee shall provide, for this same dual purpose, \$1.00 per month, per Residential Subscriber. At the end of each of the first ten years of the Franchise, Grantor may carry over any unspent amount up to a cumulative maximum of \$500,000 into each succeeding year. Grantor may carry over any unspent amount up to a cumulative maximum of \$750,000 in each of the subsequent years of the Franchise. Interest earned by Grantor shall not be counted as unspent funds for the purpose of computing the carry forward limit. These carry over limits may be modified upon mutual written agreement of the parties. Consent to a request by Grantor for an increased carry over will not be unreasonably withheld.

The contribution shall be payable by the Grantee to the Grantor after notice has been given to Grantee's subscribers and contribution has been included on subscribers bills. The Grantee shall make its best efforts to submit the content of notice to subscribers regarding such changes to the Grantor for review and comment at least 10 days prior to its printing.

Grantee shall make such payments quarterly, following the effective date of this Agreement, for the preceding quarter ending March 31, June 30, September 30, and December 31. Each payment shall be due and payable no later than forty-five (45) days after the end of each quarter. Payments under this section shall be subject to the provisions in Section 9.9 (A).

Capital funds provided by Grantee to Grantor for the purposes of supporting both the Public, Educational, and Governmental (PEG) Access program and the use of the Public Communications Network (PCN) will be disbursed in the form of grants to the Designated Access Provider and to PCN users. Grantor shall establish a grant award process to award such grants. Grantee shall be consulted on all grant award recommendations and shall advise grantor of any objections or other input within thirty (30) days of grantor's request for consultation. Award recommendations shall be forwarded to the Wilsonville City Council for final consideration and award.

Grantor shall provide a report annually to Grantee on the use of capital access funds provided to Grantor. The first report shall be submitted to Grantee no later than May 1, 2000. Subsequent reports shall be submitted to Grantee within 120 days after the end of the Grantor's fiscal year. Grantee may reasonably review records of the Grantor and of the Designated Access Provider related to the use of funds in such reports. Grantor agrees that the report shall document that, for each dollar spent on PEG capital support for Access, an equivalent amount shall be spent, in aggregate, by Grantor and/or Designated Access Provider on operating support for PEG Access. These matching requirements may be modified upon mutual written agreement of the parties. Consent to a request by Grantor for modification to the matching requirement will not be unreasonably withheld. All funds used for PEG capital support shall not be used for administration of the fund or for any purpose other than PEG capital support.

2. The City Manager or the City Manager's designee is directed to send to AT&T Cable Services a copy of this resolution with the letter of acceptance attached hereto and incorporated by reference herein, for the signature of a duly authorized officer of AT&T.

LETTER OF ACCEPTANCE

TO THE CITY COUNCIL OF THE CITY OF WILSONVILLE, OREGON

WHEREAS, the City of Wilsonville, Oregon, on February 7, 2000, passed Resolution No. 1612, entitled:

A RESOLUTION AMENDING SECTION 9.7 OF THE 1999 CABLE TELEVISION SERVICES AGREEMENT WITH AT&T CABLE SERVICES.

NOW, THEREFORE, the undersigned, AT&T Cable Services, does hereby and for itself and its successors and assigns accept the terms, conditions and provisions of the amendments to Section 9.7 of the 1999 Cable Television Services Agreement between AT&T Cable Services and the City of Wilsonville, as contained in Resolution No. 1612 and agrees to be bound thereby and comply therewith.

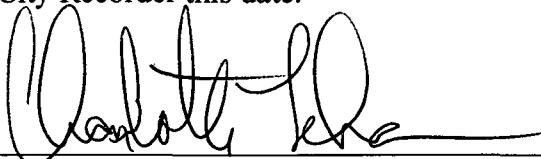
IN WITNESS THEREOF, AT&T Cable Services, by and through its duly authorized officers executes this instrument as below subscribed this ____ day of _____, 2000.

AT&T Cable Services

By: _____ Title: _____

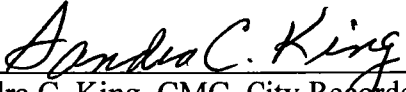
Received by the City Recorder of the City of Wilsonville on the date stamped below:

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of February, 2000, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Kirk	Yes
Councilor Barton	Yes
Councilor Holt	Yes