

RESOLUTION NO. 480-R

A RESOLUTION AUTHORIZING THE ENTERING INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT TO FORM A JOINT COMMISSION WITH OTHER UNITS OF LOCAL GOVERNMENT TO COORDINATE THE DEVELOPMENT AND ADMINISTRATION OF A CABLE COMMUNICATIONS SYSTEM; AND TO SELECT COMMISSION MEMBERS.

WHEREAS, It has been determined that it is in the public interest that the City of Troutdale enter into an intergovernmental cooperation agreement with other interested units of local government for the purposes related to the development and regulation of a cable communications system that are stated in said agreement, a copy of which is attached hereto, marked "Exhibit A", and incorporated by reference herein; and

WHEREAS, It is necessary to appoint the City of Troutdale's representative to the Multnomah Cable Communications Commission; **NOW THEREFORE,**

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

SECTION 1:

The City of Troutdale hereby agrees to enter into the intergovernmental cooperation agreement (hereafter Agreement) as set forth in Exhibit A, attached hereto and incorporated herein, and further authorizes Mayor to execute the Agreement on behalf of the City of Troutdale.

SECTION 2:

Kathy

The City of Troutdale hereby appoints /Mahaffy-Dietrich to the Multnomah County Communication Commission (hereafter Commission), established by the terms of the Agreement, who shall attend all meetings and shall act in the capacity of the Commissioner on behalf of the City of Troutdale.

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 28th DAY OF SEPTEMBER, 1982.

YEAS: 4

NAYS: 0

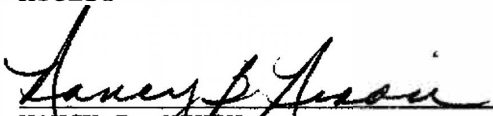
ABSTAINED _____



Robert M. Sturges, MAYOR

DATE SIGNED: 9-30-82

ATTEST:



NANCY B. NIXON
Finance Director/City Recorder

Agreement to approve
at 9-28-82 CC - meeting
Res 480-R

9/16/82 jlt

COOPER AND COOPER
ATTORNEYS AT LAW
2308 FIRST NATIONAL BANK TOWER
1300 S.W. FIFTH AVENUE
PORTLAND, OREGON 97201
(503) 295-1993

DANIEL B. COOPER

LINDA CADZOW COOPER

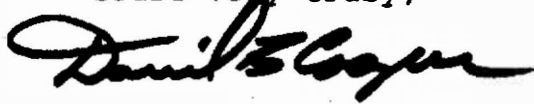
September 15, 1982

Ms. Pam Christian
City Manager
104 SE Kibling
Troutdale, Oregon 97060

Dear Ms. Christian:

Enclosed please find an original copy of the Inter-governmental Agreement for the Cable Regulatory Commission. Each jurisdiction is receiving a separate original of the text. When approved, a round robin signing exchange needs to be worked out so that each jurisdiction can retain a fully executed copy.

Yours very truly,



Daniel B. Cooper
COOPER AND COOPER

DBC:jlt
Enclosure

INTERGOVERNMENTAL AGREEMENT

MULTNOMAH CABLE COMMUNICATIONS COMMISSION

THIS AGREEMENT is between the cities of Fairview, Wood Village, Troutdale and Gresham, all municipal corporations of the State of Oregon and Multnomah County, a home rule county formed under the laws of the State of Oregon referred to as "jurisdictions." This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and constitution of the State of Oregon, and the laws and charters of the jurisdictions.

Section 1. General Purposes. The jurisdictions intend to form a joint Cable Communications Commission. The jurisdictions have requested proposals for and intend to enter into franchise agreements to provide for the construction and operation of a unified cable communication system within their boundaries. The construction and operation of such a unified system serves the public interest in that the boundaries of the jurisdictions do not coincide with the needs of the citizens of the jurisdictions for a unified cable communications system. In particular, the service areas of public and private agencies such as schools and banks cross jurisdictional boundaries. Local origination in public access programming and an institutional network require a uniform compatible system throughout the franchise area. In

addition, a joint system provides a more competitive environment which will result in the provision of a sophisticated state of the art communications system. This system will be more competitive with other tele-communication providers.

To further this public interest and these purposes, the jurisdictions desire to create a Commission to monitor, regulate and supervise the construction and operation of a joint cable communications system. The Commission will serve 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 matters.

Section 2. Definitions.

A. "Cable Communications System" or "System" means a system of antennae, cables, amplifiers, towers, microwave links, cable casting studios, and any other conductors, receivers, home terminals, convertors, equipment or facilities, designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital or other forms of electronic or electrical signals.

B. "Cable Company" - any person who is obligated by a franchise agreement to provide for construction, operation and maintenance of a cable communications system.

C. "Person" means any corporation, partnership, proprietorship, association, individual or organization authorized to do business in the State of Oregon, or any natural person.

Section 3. Commission Creation and Powers. A Joint Commission, the "Multnomah Cable Communications Commission" is created to carry out the purposes set forth in this Agreement. The Commission is vested with all the powers, rights and duties relating to those functions and activities that are vested by law in each jurisdiction, its officers and agencies, subject only to the limitations contained in this Agreement. "Law" includes the federal laws and Constitution, the Oregon constitution and laws as well as the charters, ordinances and other regulations of each jurisdiction.

The Commission shall have authority to act on behalf of the jurisdictions and in its own right to oversee and regulate any cable communications system operated pursuant to the franchise agreements entered into by the jurisdictions. The jurisdictions presently intend to enter into franchise agreements with Far West Communications, Inc. dba Viacom Cablevision for the construction and operation of such a system. The Commission shall have authority to carry out all functions and duties possessed by the jurisdictions either as reserved in the franchise agreements, or as otherwise provided by law relating to such cable agreements, subject to the specific provisions of this Agreement.

Section 4. Powers Retained by Jurisdictions.

A. Discretionary Review. No action of the Commission in regard to the following matters shall become final before a period

of 90 days has expired from the adoption thereof by the Commission. These actions shall be subject to review by the governing body of each jurisdiction during the 90 day period in accordance with procedures established by the jurisdiction. If a majority of the jurisdictions, including either Gresham or Multnomah County, vote to disapprove the Commission action, the action shall not become final, and the matter shall be returned to the Commission for further proceedings.

The matters subject to this discretionary review power are:

1. Any decision to impose a financial penalty or to shorten the term of a franchise agreement as a penalty imposed upon a cable company for failure to comply with the terms of the franchise agreement.

2. Any decision approving any change in any rates or charges collected by the cable company.

3. Any decision adopting additional regulations governing the operation of the system where the franchise agreements provide that the jurisdictions retain the right to adopt regulations.

4. Any decision approving changes in equipment, system design, services, capital expenditures, staffing levels, marketing programs or similar commitments made by the cable company in the franchising process and incorporated in a franchise agreement where the

change proposed is to substitute an "equal to or better" alternative that does not require the deletion of any other such commitment.

B. Full Authority. In the following areas, the jurisdictions reserve the authority to act on their own behalf. Each jurisdiction agrees to make a good faith effort to weigh the impact of such actions on the overall operation and continuity of the system and, each jurisdiction agrees to take no action in those areas without prior consideration of the matter by the Commission.

The matters subject to this full authority power are:

1. Any decision to revoke, terminate, extend, renew or refuse to renew a franchise agreement.
2. Any decision to "buy out" a cable company's interest in a system whether pursuant to the termination, revocation or expiration of a franchise agreement or not.
3. Any action requiring the adoption of any legislation by the jurisdictions, the amendment of this Agreement, the entering into of any new inter-governmental agreement relating to cable communications or the entering into of any additional cable communications franchise agreement.
4. Any decision concerning a change of ownership or control of the system or the cable company.

5. Any decision approving changes in equipment, system design, services, capital expenditures, staffing levels, marketing programs, or similar commitments made by the cable company in the franchise process and incorporated in a franchise agreement where the change proposed would require the deletion of any part of any such commitment.

6. Any amendment to the franchise agreement.

Section 5. The Board of Cable Commissioners.

A. The Governing Body. The governing body of the Cable Commission shall be its Board of Cable Commissioners. Each jurisdiction shall appoint one representative to serve as its Commissioner on the Board. The Multnomah County Representative shall be appointed by the County Executive and subject to the approval of the County Board of Commissioners.

B. Quorum and Voting. The majority of the members of the Board shall constitute a quorum. No action shall be taken by the Board except on a majority vote of the Board.

C. Term of Office and Succession. Members of the Board shall be appointed to serve until their successors are appointed and assume their responsibilities, but shall serve at the pleasure of the governing body of the jurisdiction appointing them. A vacancy on the Board shall be filled by the governing body of the jurisdiction whose position on the Board is vacant.

Section 6. Meetings, Bylaws and Officers.

A. Meetings to be Public. Meetings of the Board shall be conducted pursuant to the Oregon Public Meetings law.

B. Bylaws. At the organizational meeting, or as soon thereafter as it reasonably may be done, the Board shall adopt bylaws governing its procedures and including:

1. Whether regular meetings will be held and if so, the frequency of those meetings.

2. The method and manner of calling special meetings.

3. The method, term and manner of election of officers and appointment of staff, if any; and

4. The procedures for execution of writings and legal documents.

C. Officers. At the organizational meeting, the Board shall elect from its members a president, a vice-president and a secretary-treasurer. The president, and in his or her absence the vice-president, shall preside at all meetings, call special meetings, and determine the order of business, until such time as formal written bylaws requiring otherwise are adopted. The secretary-treasurer, or his or her designate, shall be responsible for compliance with the Oregon Public Meetings Law, including the keeping of written minutes and the giving of notice of future meetings to the public and the Board.

Section 7. Receiving and Distributing Funds.

A. The Board shall comply with applicable state and local laws as to budget preparation and for audit of its books and records. All books and records shall be open to inspection by any member jurisdiction or its designate.

B. Upon written request, any funds of a member jurisdiction advanced or contributed for the operation of the Commission or for carrying out the purposes of this Agreement shall be reimbursed from any revenues received by the Commission in a manner provided by the Board and subject to any indebtedness of the Commission.

C. The annual budget adopted by the Board shall be transmitted to the jurisdictions for approval. Each jurisdiction shall review the Board adopted budget prior to May 1 of each year. If a majority of the jurisdictions, including Gresham or Multnomah County, approve the Board adopted budget, it shall become effective. If such a majority does not approve, the matter shall be returned to the Board for modification and resubmitted to the jurisdictions for approval.

D. The Commission shall receive from the cable company, all franchise fee payments provided for in any franchise agreement. All such revenues and any other revenues received by the Commission from whatever source shall be included in its budget as resources.

The jurisdictions intend to charge a franchise fee of 5% of the cable company's gross revenues. The Commission shall utilize

40% of the amount [2% of the cable company's gross revenues] for regulatory purposes. The remaining 60% [3% of the cable company's gross revenue] will be paid to the cable access corporation.

Section 8. Effective Date. This Agreement shall become effective upon its adoption by all of the jurisdictions. The first meeting of the Commission shall be held within 30 days of the effective date of this Agreement. The time and place for the first meeting of the Commission shall be determined by any three Board members.

Section 9. Duration and Termination.

A. Duration. The duration of this Agreement is perpetual and the Commission shall continue from year to year, subject to subsection B.

B. Termination. Any jurisdiction may withdraw from this Agreement at any time provided that prior to taking such action, the jurisdiction shall give written notice to the secretary-treasurer of the Commission and to the cable company. Such action shall only occur after a public hearing is held by the terminating jurisdiction which 30 days advance notice has been given as provided for herein.

In the event of such termination, the terminating jurisdiction agrees that the Commission and the other jurisdictions have the right to continuity of service under any then existing franchise agreement.

Section 10. General Terms.

A. Severability. The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of the Agreement.

B. Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purposes.

C. Increasing Member Units of Government. The Board may develop a method for allowing other units of local government to enter into this Agreement, subject to the full authority provision of Section 4B. A fee or cost for such entrance may be imposed.

D. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all member jurisdictions.

APPROVED AND EXECUTED in duplicate original by the appropriate officer(s) who are duly authorized to execute this Agreement on behalf of the governing body of each jurisdiction.

CITY OF FAIRVIEW

By: _____
Title

Attest: _____
Title

By: _____
Title

CITY OF TROSTDALE

By: *[Signature]*
Title Mayor

Attest: *[Signature]*
Title City Recorder

By: _____
Title

CITY OF WOOD VILLAGE

By: _____
Title

Attest: _____
Title

By: _____
Title

CITY OF GRESHAM

By: _____
Title

Attest: _____
Title

By: _____
Title

COUNTY OF MULTNOMAH

By: _____
Title

Attest: _____
Title

By: _____
Title