

AGREEMENT FOR COMMUNITY ACCESS CAPITAL GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office of Cable Communications and Franchise Management (OCCFM), and the City of Portland (Grantee).

RECITALS:

This Agreement is entered into for the purpose of providing the Commission's 2010 grant funds for the Grantee's Restraining Orders at the Gateway Center project.

AGREEMENT:1. Grant Amount, Use of Grant

Grantee is awarded a total amount of \$25,000 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 2. Grantee shall not use the Grant funds for any other purpose than that set forth in Attachment 2.

2. Project Manager

The Commission's Project Manager shall be Julie S. Omelchuck or such other person as shall be designated in writing by the OCCFM Director.

3. Payments

Grantee shall submit an invoice for actual capital costs incurred by Grantee related to the Grant. The invoice shall include a breakout of the invoice by line items which accord with the approved Grant project budget. Upon submission by the Grantee of an invoice, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the Commission shall pay to the Grantee the amount as specified in the invoice, not to exceed the total Grant amount of \$25,000, within twenty-one (21) days after receipt of the invoice. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the Grantee of the reasons for non-payment.

All invoices for Grant project capital costs must be received by the Commission at least thirty (30) days prior to the expiration date of this Agreement in order to be paid under the Agreement terms. No invoices shall be accepted after the expiration of this Agreement.

4. Reports and Records

Grantee shall submit Interim Reports and a Final Report to the Project Manager in accordance with the Reporting Guidelines in Attachment 1. The reporting periods shall be March 1, 2010 through July 31, 2010; August 1, 2010 through March 31, 2011. Interim Reports shall be submitted within thirty (30) days of the end of the reporting period. Grantee shall submit a Final Report thirty (30) days after the project end date of June 30, 2011 summarizing the activities and accomplishments of the entire Grant project.

Grantee shall immediately provide written notification to the Project Manager when Grantee anticipates or realizes any deviation in the Grant project which may result in Grantee's inability to fulfill the Grant project as originally submitted.

Grantee agrees to keep accurate and complete financial records that will enable the Commission to easily determine the use of Grant funds and the allocation method of Matching Funds committed by Grantee and Project Partners in the Grant for the project. The Project Manager, at her/his sole discretion, may require financial documentation of Grant project expenditures. Such documentation may include, but is not limited to, paid receipts or other documentation of all expenses paid by the Grant funds.

Grantee shall also provide other financial or program reports as the Commission deems reasonably necessary or appropriate. Grantee shall make its books and records available for inspection by the Project Manager or other Commission representatives at all reasonable times upon advance written notification.

5. Site Visits

The Commission and the Project Manager shall be entitled to conduct periodic site visits at reasonable times upon advance written notification, and to discuss the Grant project with Grantee personnel. In addition, Grantee shall arrange and conduct a final site visit with the Project Manager in conjunction with submittal of the final report.

6. Publicity

Any publicity shall indicate that the project was made possible by a Grant from the Commission through funds provided by Comcast Corporation. Grantee shall notify the Project Manager before releasing information about the Grant to the press or other news media. The Commission may include information regarding the Grant in periodic public reports.

7. No Other Obligations/Complete Agreement

Grantee acknowledges that, except for the Grant, the Commission has no obligation to provide, and the Commission has not led Grantee to believe in any way (whether expressly or by implication) that the Commission will provide any additional or future assistance, financial or

otherwise, either to Grantee or for the Grant project.

This Agreement contains the complete agreement of the parties. This Agreement may not be assigned, nor may any of the Commission's rights be waived, except in writing signed by a duly authorized representative of the Commission. The Commission may specifically enforce, or enjoin a breach of, the provisions of this Agreement, and such rights may be transferred to another governmental entity by the Commission.

8. Representations

Grantee represents that it has full power and authority, and has obtained all necessary approvals, to accept the Grant, to carry out the terms of the Grant and this Agreement, and to conduct the Grant project without violation of law.

9. Compliance with Laws

The Commission and Grantee agree to comply with all applicable local, state and federal rules, ordinances, statutes and laws that apply to the subject matter of this Agreement.

10. Amendment

At any time during the term of this Agreement, the parties may agree to amendments. Amendments to the Agreement shall only be effective if they are in writing, approved according to all legal requirements, and signed by duly authorized representatives of both parties. However, under no circumstances may the parties agree to increase the amount of Grant funds available under this Agreement.

11. Term of the Agreement

This Agreement becomes effective upon the date of the last signature by a party. The term of this Agreement is through, and including, August 31, 2011.

12. Early Termination of Agreement

This Agreement may be suspended or terminated prior to the expiration of its term by:

- (a) Written notice provided to Grantee from the Commission before any obligations are incurred;
- (b) Written notice by the Commission resulting from a material failure by Grantee to comply with any term of this Agreement, or;
- (c) Written agreement of the parties.

Within sixty (60) days of early termination, Grantee shall return to the Commission the full amount of Grant funds paid by the Commission to the Grantee for the Grant project.

13. Notice and Opportunity to Cure

The Commission shall give Grantee thirty (30) days' written notice of its intent to exercise its rights under §12, identifying the reasons for such action.

If the Grantee cures the material failure within the thirty (30) day notice period, or if such cure is not reasonably possible within the thirty (30) day period and the Grantee initiates good faith efforts satisfactory to the Commission within the thirty (30) day period, the Commission shall not exercise its rights under §12.

If the Grantee fails to remove or otherwise cure the material failure within the thirty (30) day notice period, or if the Grantee does not undertake and continue efforts satisfactory to the Commission to remedy the failure, then the Commission may exercise the remedy available under §12 or such other rights as the Commission may possess.

14. Severability

If any part of this Agreement is invalidated by any court of competent jurisdiction, any and all remaining parts of this Agreement shall be severed from the invalid parts and shall remain in full force and effect.

15. Choice of Law and Choice of Forum

This Agreement shall be construed according to the law of the State of Oregon, even if Oregon's choice of law rules otherwise would require application of the law of a different jurisdiction. Any litigation brought regarding this Agreement shall be in Multnomah County, if filed in state court, and in the District of Oregon, Portland Division, if in federal court.

Mt. Hood Cable Regulatory Commission:

By: [Signature]
Alan Alexander III, Chair

Date: 2-22-10

Approved as to Form:

[Signature]
Benjamin Walters, Legal Counsel
Mt. Hood Cable Regulatory Commission

Grantee:

By: _____

Title: _____

Date: _____