PUBLIC NOTICE

For informational purposes only:

NOTICE OF WORKSHOP

The Board of Curry County Commissioners will hold a Workshop on December 9, 2015 at 10:00 a.m. to hear a presentation by Brandt Media on audio/video equipment, discuss County government's organizational structure, and to discuss County fees.

Details on the audio/video presentation are as follows:

Nick Brandt will do the presentation. The package includes a proposal to equip the Curry County Commission meeting room with an audio and video system to power a Charter Cable channel on the county website. This includes an extensive explanation of the **P**ublic **E**ducation and **G**overnment (**PEG**) Systems. This system will allow live streaming of video of commissioner meetings that will be audible to the viewers. Currently in many cases it is difficult to hear those who are speaking. Audio speakers placed throughout the meeting room will allow members of the audience to clearly hear what is being said during the meetings. Members of the public are encouraged to attend this workshop and ask questions and to provide suggestions.

The Workshop will be held in the Hearing Romm of the Courthouse Annex, 94235 Moore Street, Gold Beach.

For questions, please contact BOC_Office@co.curry.or.us or 541-247-3296.

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Curry County does not discriminate against individuals with disabilities and all public meetings are held in accessible locations. Auxiliary aids will be provided upon request with 48 hours advance notification. Please call 541-247-3296 if you have questions regarding this notice.

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Curry County
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Tom Huxley, Commissioner

Curry County Commission Chambers Audio-Video Project

Brandt Media is pleased to provide the following proposal for the design and build of the Curry County Commission Chambers Audio-Video Project.. The principal object of this project is to design and install a complete audio-video system to power a Charter cable channel, streaming and video-on-demand channel on the county's website. Please find the complete proposal of Three different systems below:

Company Background:

Brandt media's chief consultant has been designing and installing video production systems in community media for more than seven years. Brandt Media was launched recently to focus on the needs of government meeting rooms and conference centers. We now boast clients as small as Brookings Oregon and as large as the county of Santa Cruz, California. We are proud to give personalized attention to all of our customers and industry exclusive free remote technical support for the life of the system. Please visit our website at brandtmediasolutions.com to veiw photos of previous installs.

More recently we have been developing platforms designed to help small to medium sized governments take advantage for the channel space provided them by their local cable company. These systems range from a small, government only presence, to a larger Public Education and Government Operation. The size of the operation depends on the needs of the community and largely upon the involvement of its citizens.

After seven years in the PEG TV industry, including two as the Director of Technology and operational designer for a multi organizational PEG coalition in California, we have the experience of what does and does not work to run PEG operations effectively and efficiently.

Public Education and Government (PEG) systems:

The PEG services are provided by the cable company in conjunction with the allowance to use the public right of way for the cabling required to run their enterprise. The PEG program is designed to help governments provide access to government meetings and transparency on the cable system as well as public access to the airwaves to distribute free speech content.

Over the years, these programs have changed drastically. The function of PEG operations varies widely based on location. Some jurisdictions operate only the government portion of their services for government meetings while others also operate a Public Access program and even less frequently an educational program linked with local schools. The form of these services also varies because of the type and level of funding received. PEG funding in oregon can only be used for capital expenditures. This means all of the money gathered from the cable company can buy and install the equipment but not be used to run it. This means the operational funds often come from the general fund unless they are capitalized with another purchase.

Most operations begin as a Government channel and expand into a Public Access operation after several interest and public involvement studies have been done. While government operations can be fairly inexpensive, many Public Access operations can be very expensive for the government and yield little to no quantifiable return on investment other than the public good will of offering access to the airwaves.

Successful government operations usually include the following components:

1. A government meeting system that meets current High Definition television standards.
2. A server system to govern playback and what happens on the channel when a live meeting is not in progress. These systems often include live streaming and video on demand to provide 24/7 access to government content.
3. A service contract with an organization or individuals to operate the government meetings and operate the channel.

In this report, we will seek to address the above three areas with as many options as possible as well as numbers for budgetary purposes. Once the county, identifies and narrows the scope of the project, numbers will be refined to more exact figures.

Once the government “Curry County Channel” is established, if a public access presence is desired the following stages can be added on to the existing services.

1. Expand and the existing server system to include the public channel at minimal capital cost because the infrastructure already exists.
2. Acquire and offer field equipment for members of the public to checkout and create content for the public channel.
3. Acquire and offer equipment and a studio space for the public to create content for the public channel.

4. Expand the service contract to include training classes for members of the public and programming of the public channel.

The stages of the public access process can be discussed after the initial infrastructure is installed. Below you will find three different options for the government meeting room equipment which is the best place to start.

System 1: Operator based HD System

This system is the premier economy government operations system right now that requires an operator. This system is based on a system that Brandt Media built for the County of Santa Cruz at over three times the cost. For this application we have stripped the system down to its basic components and fulfilled all of the county's requirements. The major costs in this system stem from the fact that the system leverages all High Definition equipment.

Audio Reinforcement:

- Provide and install speakers and power amplifier with a full range sound system to adequately meet the needs of the presentation space with a 70 Volt speaker system utilizing 6 speakers in the chamber and 2 speakers in the Blue Room at lower power to eliminate feedback.
- Take relevant measurements of the acoustical properties of the Chambers (e.g. reverberation, resonances, reflectivity) and make adjustments to facilitate the best possible sound-reproduction and minimize the risk of feedback. This will include active feedback reduction and graphic EQ processing.
- Provide and install two (2) 8-channel automatic mixers (Shure SCM810).
- Provide and install five (5) new wired lapel mics for horseshoe, one (1) two channel wireless microphone system for presentations and two (2) wired gooseneck mics for full coverage of the podium.
- Provide audio outputs from the sound system to new SD card based audio recorder
- Provide a simple to user interface to control the sound level of all the microphones including Mute and Master Volume from inside the chambers
- Pull new terminated wiring required for the audio and video systems using existing open cable pathways.

Video Presentation System:

- Provide and install One (1) 70” monitors for council viewing of presentations with custom mounts to be approved by the County.
- Provide and install One (1) 70” monitors for Audience viewing of presentations with custom mounts to be approved by the County.

- Upgrade all wiring to HDMI over Cat 6 to take advantage of HDMI switcher upgrade.
- Provide and install a Vaddio groupstation to facilitate broadcast quality video conferencing and the ability to "Bring Your Own Device" and display it for presentation.
- Provide and install an Elmo TT-12 Document Camera for document presentation
- Option 2: Provide and install five (5) 19" monitors on council Dias for personal viewing of presentations and one (1) 70" monitor for audience viewing

Broadcast Recording System:

- Design and implement a High-Definition (HD) audio/video production system with a Tricaster Mini and four (4) panasonic HE 40 HDMI Cameras with the required controllers
- Install video-production equipment in the "Press Box" in the Council Chambers with modified furniture.

Design and Project Management:

- Manage all work with General City IT Department on all required physical room changes and electrical additions.
- Provide design drawings for approval.
- Provide as-built drawings and Wiring Diagrams upon completion.
- Provide training for Staff on all new technologies implemented in this project.

TOTAL APPROXIMATE COST WITH LABOR : $51,410.75

TRAINING AND SUPPORT

All systems sold by Brandt Media include 8 hours of training for city IT and meeting staff to be held on the last day of the build. A training manual and as wired diagrams accompany these trainings.

Both systems in this proposal come with free 24/7 remote technical support and live meeting support. Almost 90% of all issues and adjustments experienced by these systems can be solved by remotely logging into the computer or appliance over secure VPN. The city must provide VPN or allow remote desktop services in order to take advantage of this offer. Phone support and additional training over Skype are also included at no additional cost.

Our included remote technical support and low onsite rates are our way of ensuring that the system performs as it was designed for years to come. The included remote tech support and

rates quoted in this proposal are good for the life of the system. Should an out of warranty part ever need to be replaced or upgraded simply pay the cost of the part and the onsite support rate.

Server Playback System

Once the meeting is over and has been recorded. What gets played on the Government channel is largely up to the playback equipment involved. In Brookings, the city has elected to use their Tricaster for 24/7 broadcast. This means that after a meeting is recorded the city places these meetings and other videos into a playlist which repeats until the next meeting is scheduled or the playlist is changed. We do not recommend this course of action because it has been shown to shorten the life of the tricaster significantly.

Instead, we advocate for the use of a server playback system. This system would record the meetings from the chambers and also take in various pieces of video content to run the channel's 24/7 broadcast. This type of system would allow the county to do a public bulletin board as well as emergency messages on the channel at any time.

There are three different companies Brandt Media works with for playback systems. A basic single channel system that includes web streaming and video on demand on a private youtube like player is about $25,000 capital cost, for the entire system installed. This amount includes a $3,000 annual recurring cost for streaming bandwidth. These upfront costs will make it easy to add a public access channel in the future since these servers can handle up to 4 television channels at one time.

Channel Service Contract

Now that you have made the capital investment who is going to turn all of this equipment into a television channel? Who is going to operate the equipment? Who is going to schedule the playback server and produce original content for the channel as required by Charter? Governments have come up with a variety of answers to this question. Some choose to roll these duties into the existing Public Information Officer duties (Gilroy,CA). Some create a position on staff to handle everything related to public access (Nash County, NC). Most likely, governments create a service contract which can be capitalized with equipment on a yearly or two year term. This is how all government and public access in Jackson and Josephine counties operate.

A good service contract would include the operator for all of the government meetings, 24/7 scheduling of the channel, and the production of original content. Brandt Media would offer this service at the introductory cost of $25,000 per year. This would include branding of the channel, creation of channel IDs, a set amount of original content produced per year as well as a scheduled meeting operator and channel scheduling services.

Content produced could include travel pieces, tourism promotions, informational pieces about county departments, coverage of county events and festivals as well as state programming

only available to PEG operations. These service contracts are completely customizable to meet the needs of the county. The scope can be adjusted to fit within the county budget and will vary based on the county's long range goals.

REFERENCES

Kevin Bowling
Chief Technology Officer, County of Santa Cruz CA
Kevin.Bowling@santacruzcounty.us
(831) 454-2030

The County of Santa Cruz uses cloudcast for all of their Government meeting streaming and video on demand needs. Brandt Media installed an Operator based Tricaster system and upgraded the room with personal monitors for each commissioner, a new auto mixing sound system and 80" presentation monitors for the audience all controlled by an ipad.

Brandon Givens
SO DMC Coordinator, Southern Oregon University
givensb@sou.edu
(541) 552-6892

Southern Oregon university uses the entire line of Telvue products including cloudcast. Brandt media has also installed three different Tricaster based systems for government meeting rooms operated by Southern Oregon University's Digital Media Center

Joyce Heffington
City Recorder, City of Brookings Oregon
Jheffington@brookings.or.us
(541) 469-1102

Joyce ordered a Tricaster based system to run the cities public access channel. She had no previous experience with Tricaster and benefitted greatly from our training program and after sales support.

Brandt Media Audio/Video Presentation Overview

Workshop Wednesday, December 9, 2015 – 10:00 AM to Noon
Board of Commissioner meeting room – county Annex building

A. Nick Brandt will do the presentation. The package includes a proposal to equip the Curry County Commission meeting room with an audio and video system to power a Charter Cable channel on the county website. This includes an extensive explanation of the **P**ublic **E**ducation and **G**overnment (**PEG**) Systems. This system will allow live streaming of video of commissioner meetings that will be audible to the viewers. Currently in many cases it is difficult to hear those who are speaking. Audio speakers placed throughout the meeting room will allow members of the audience to clearly hear what is being said during the meetings. Members of the public are encouraged to attend this workshop and ask questions and to provide suggestions.

- Proposed system is an Operator based HD System including itemized cost breakdown
- Server playback system is rated for 24/7 broadcast and capable of handling 4 TV channels
- Channel Service contract provides for a qualified operator to operate the equipment, schedule the playback server and produce original content as required by Charter. No county staff required. Estimated first year cost - $25,000. Subsequent years, $15,000/year

B. Attachments – some of the proposed equipment.

- Vaddio Group Station sound bar and camera module
- Panasonic AW-HE40HW/HK HD Integrated Camera
- TriCaster Mini multimedia studio
- TelVue CloudCast Broadcaster
- TelVue B100 HyperCaster Broadcast Server

C. Needs Assessments & Strategic Planning Recommendation

D. Curry County Access Strategic Plan Summary

- Includes a twelve month plan beginning with equipment purchase
- Estimated costs are included as are PEG Operator produced content milestones

E. In Depth Explanation of Government Access vs. Public Access

- Comparisons between the two are explained
- Content challenges are described and links provided to view actual examples
- Challenges of using the co-locations are also addressed

F. Existing Cable Television Franchise Agreement between Curry County & Charter Communication

- The five-year agreement in effect is provided for reference. Four years remain.

Panasonic

AW-HE40SW/SK [SDI Model]
AW-HE40HW/HK [HDMI Model]

HD Integrated Camera

For indoor use

AW-HE40SW/AW-HE40HW
Suspended (Hanging) style

Features 30x optical zoom lens
and support for PoE+*
for outstanding operability
and installation flexibility

AW-HE40SK/AW-HE40HK
Stand-alone (Desktop) style

*Abbreviation of Power over Ethernet Plus.

Full HD camera with integrated pan-tilt for lectures, weddings and a wide variety of applications.

The AW-HE40 series of integrated full HD cameras performs in a wide variety of onsite shooting applications that require high-quality video, such as conferences, lecture capture and other events, thanks to its high-performance zoom, wide angle of view and outstanding color reproducibility.
The AW-HE40 series also offers the flexibility of not requiring any specific installation location thanks to IP transmission and support for PoE+*1, which allows power to be supplied via a LAN cable.

Newly Developed 1/2.3-type MOS Sensor

Equipped with a newly developed 1/2.3-type MOS sensor and DSP (Digital Signal Processor) for high sensitivity and high resolution.

High Performance Optical 30x Zoom Lens/ Super Resolution 40x Zoom

In addition to a 30x optical zoom, the AW-HE40 series can zoom up to 40x while maintaining high resolution thanks to Super Resolution technology. It also features a 16x digital zoom*2 and a 1.4x digital extender, which enables the AW-HE40 series to shoot in large conference halls and classrooms.

Wide side (31.6 mm) Telephoto side (962 mm) Super Resolution (iA Zoom)

* Images are simulated.

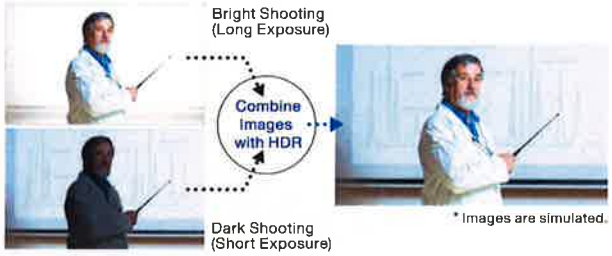
Night Mode (supports automatic switching)

Switching to Night Mode makes shooting possible even in low light conditions in which shooting is normally difficult, such as when observing wildlife.*3
The AW-HE40 series can also be set to switch to the mode automatically depending on surrounding light levels.

* Images are simulated.

Equipped with High Dynamic Range (HDR) mode

In addition to conventional Dynamic Range Stretch (DRS) and Digital Noise Reduction (DNR), the AW-HE40 is newly equipped with High Dynamic Range (HDR) mode. When shooting and synthesizing two images with differing exposure times, the AW-HE40 series can create video with high visibility that corrects for halation and black defects even under backlit conditions.

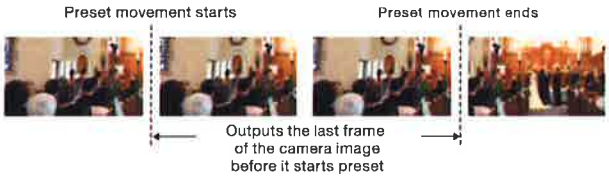


* Images are simulated.

Outputs Still Image During Preset Movements; Supports One-Camera Operations

The new Freeze During Preset function may be enabled to freezes the video during preset playback. The immediately preceding still image is output during preset movements so that the swiveling movement is not displayed, making operations possible with one camera.

With Freeze During Preset function ON



Selection of SDI model/HDMI model and colors for flexible integration and application

Supports 1080/59.94p (HDMI model only), 29.97p*4, 59.94i, 29,97PsF, 1080/50p (HDMI model only), 25p*4, 50i, 25PsF, 720/59.94p, and 50p video formats. Flexible operation in line with the application is made possible by a lineup that includes an SDI output model (AW-HE40SW/SK), optimal for video content production, and an HDMI output model (AW-HE40HW/HK), optimal for video streaming, both of which come in two body colors (white and black) that can be selected depending on the usage environment.

Audio input function

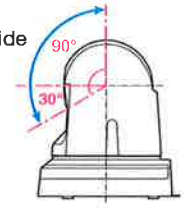
The AW-HE40 series also supports audio input, embedding and encoding. The input from the camera's switchable mic/line input can be combined with the HD-SDI, HDMI, and streaming outputs for mixing, recording or transmission.

Exceptional pan-tilt performance for smooth shooting over a wide area*5

The pan range of ±175 ° and the tilt range of -30 ° to +90 ° cover a wide shooting area*5. Pan and tilt operate at a maximum speed of 90° /second and respond quickly to remote control operation. They operate quietly at a sound level of NC35 or lower.

As seen from above

As seen from the side

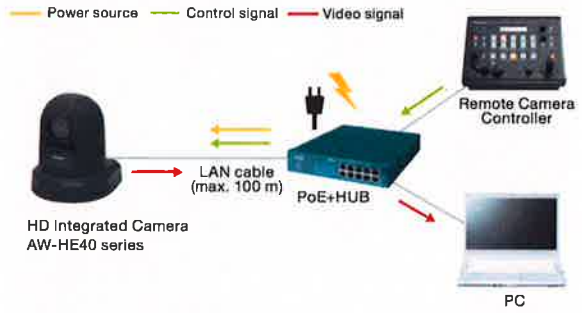


* 1. Abbreviation of Power over Ethernet Plus. * 2. Picture quality is lower with the digital zoom. * 3. Video output is monochrome. * 4. Native output. * 5. Depending on the position of the pan and tilt, the unit itself may be reflected in the image.

Supporting PoE+*1 for lower installation costs.

By connecting network devices that support the IEEE802.3at PoE+ standard, power can be supplied via LAN cable. Since it is not necessary to install a power supply or even a local AC outlet, installation costs can be significantly reduced.

Configuration Example



IP control with image monitoring using PC, Mac and mobile terminals.

Equipped with image compression and IP transmission LSI.
IP video*3 can be transmitted to up to five terminals*2 per camera. Using an IP browser, the camera can be controlled from a remote location, and IP video monitoring and remote camera control can be performed from a PC, Mac or mobile terminals*4 such as an iPhone, iPad or Android device, enabling easy operations.

*For the latest information on supported OS/browsers, please refer to "service and support" section on the Panasonic website (http://pro-av.panasonic.net/en/).

Camera Control Screen (PC)

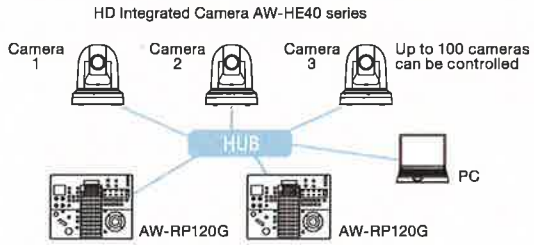
Live Screen

Mobile Terminal Screen

Flexible IP Control Architecture Simplifies System Design and Operation*5

Up to 100 x AW-HE40 series cameras can be controlled via IP from a single AW-RP120G/RP50 or PC. An AW-HE40 series can also be simultaneously controlled by up to five AW-RP120G/RP50's via IP.

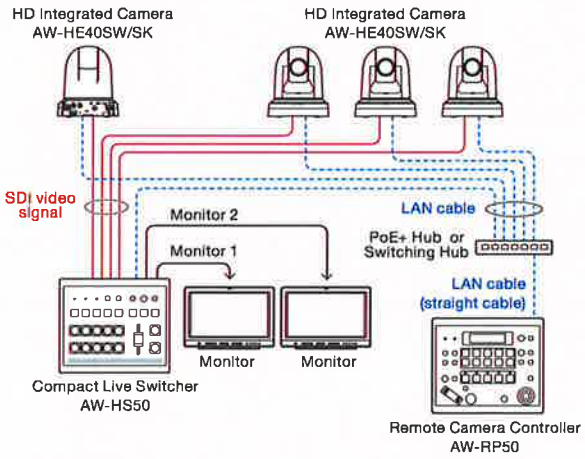
Control via IP



Other Functions

- Preset memory up to 100 positions.
- Functions such as freeze during preset, digital extender zoom and color temperature settings can be assigned to the user buttons on Panasonic controllers.
- Equipped with RS422 remote terminal; up to five units can be controlled via serial control from a controller.
- Equipped with RS232C remote terminal (standard serial communication support). Up to seven units can be controlled via daisy chain connection.
- Up to four units can be operated with a wireless remote controller (AW-RM50G sold separately).
- Easy installation thanks to use of turn-lock mechanism.

System configuration example



*The AC adaptor provided with the unit is not shown in the above figure.
*SDI output supported only by AW-HE40SW/SK.
*The camera unit automatically recognizes straight cables and cross cables connected to the LAN terminal.

System Camera Options

As of November 2014

Remote Camera Controller AW-RP50	Remote Camera Controller AW-RP120G (AC adaptor (DC12 V) is required separately.)	Remote Operation Panel AK-HRP200G (AC adaptor (DC12 V) is required separately.)
Wireless Remote Control AW-RM50G ("AA", "R6" or "LR6" battery x 2 are not included.)	Compact Live Switcher AW-HS50	Direct Ceiling Mount Blacket WV-Q105A

*1: Abbreviation of Power over Ethernet Plus.
*2: Depends on your network environment.
*3: Supports only SD video output.
*4: Only one Android™ device can be connected to one camera.
*5: Controller upgrade required. For details, please refer to the "service and support" section on the Panasonic website (http://pro-av.panasonic.net)

Specifications

As of November 2014

GENERAL	Power requirements		DC 12 V (Supplied AC adaptor) DC 42 to 57 V (PoE+ power supply)
	Current consumption		1.2 A (Supplied AC adaptor) 0.4 A (PoE+ power supply)
	Ambient operating temperature		0 °C to 40 °C (32 °F to 104 °F)
	Storage temperature		−20 °C to 50 °C (−4 °F to 122 °F)
	Allowable humidity ranges		20 % to 90 % (no condensation)
	Mass		Approx. 1.5 kg (3.30 lb)
	Dimensions (W x H x D)		160 mm × 186 mm × 166 mm (6-5/16 inches x 7-41/128 inches x 6-17/32 inches) (excluding protrusions, direct ceiling mount bracket)
	Finish		AW-HE40HW / AW-HE40SW: Pearl white AW-HE40HK / AW-HE40SK: Metallic black
	Controller supported*1		AW-RP50, AW-RP120G, AK-HRP200G
INPUT	Power		DC 12 V IN, PoE+ (IEEE802.3at standard)
	MIC/LINE input		Stereo mini-jack (ø3.5 mm) Input impedance: Approx. 2 kΩ (unbalanced) [Mic input] •Supported microphones: Stereo mic (plug-in power,on/off switching via menu) •Supplied voltage:2.5 V ± 0.5 V •Mic input level:−60 dBV ± 3 dBV [Line input] •Input level:−10 dBV ±3 dBV
OUTPUT	Video Output	AW-HE40H HDMI	HDMI connector • HDCP is not supported. • Viera Link is not supported.
		AW-HE40S HD SDI	Compliant with the SMPTE292M standards/75 Ω (BNC x 1)
INPUT/ OUTPUT	Video Output Connnector	LAN	LAN connector for IP control (RJ-45) Equipped with straight/crossover cable auto detection function
		RS-232C	Mini DIN 8-pin (IN) Mini DIN 8-pin (OUT)
		RS-422	CONTROL IN RS422A (RJ-45)
		USB	Mini-B port (Used for maintenance)
		SD card	microSD card slot (Used for maintenance)
FUNCTIONS AND PERFORMANCE	[Camera unit]		
	Imaging sensors		1/2.3-type MOS
	Lens		Motorized 30x zoom, F1.6 to F4.7[f=4.3 mm (11/64 inches) to 129 mm (5-5/64 inches); 35 mm (1-3/8 inches) equivalent: 31.6 mm (1-31/128 inches) to 962.0 mm (37-7/8 inches)]
	Focus		Switching between auto and manual
	Focus distance		Entire zooming range: 1.2 m (3.94 ft) Wide end: 10 cm (0.33 ft)
	Color separation optical system		On-chip color filter system
	Minimum illumination	59.94 Hz	0.7 lx (50 IRE, F1.6, 48 dB,1/60 without accumulation) 0.35 lx (50 IRE, F1.6, 48 dB,1/30 with accumulation [Frame Mix 6 dB])
		50 Hz	0.7 lx (50 IRE, F1.6, 48 dB,1/50 without accumulation) 0.35 lx (50 IRE, F1.6, 48 dB,1/25 with accumulation [Frame Mix 6 dB])
	Horizontal resolution		1000 TV lines Typ (Center area)
	Gain selection*2		Auto, 0 dB to 48 dB (3 dB step)
	Frame mix*3		Auto, Off, 6 dB, 12 dB, 18 dB, 24 dB
FUNCTIONS AND PERFORMANCE	Electronic shutter speed		During Full Auto: 1/30 to 1/2000[59.94 Hz] 1/25 to 1/2000[50 Hz] During Auto: 1/60 to 1/2000[59.94 Hz] 1/50 to 1/2000[50 Hz] During Manual: 1/100, 1/250, 1/500, 1/1000, 1/2000, 1/4000, 1/10000[59.94 Hz] 1/120, 1/250, 1/500, 1/1000, 1/2000, 1/4000, 1/10000[50 Hz]
	Synchro scan		59.94 Hz to 660.09 Hz[59.94 Hz] (255 steps) 50.00 Hz to 570.12 Hz[50 Hz] (255 steps)
	Gamma		Off, Normal (Low, Mid, High), Cinema
	White balance		ATW, AWB A, AWB B, 3200K, 5600K, VAR (2400K to 9900K)
	Chroma amount variability		±3 step
	Scene file		Full Auto, Manual1, Manual2, Manual3
	Color bars		FULL BAR
	Output format	HD	1080: 59.94p/50p (AW-HE40H only) 1080: 59.94i/50I 1080: 29.97p/25p 1080: 29.97PsF/25PsF 720: 59.94p/50p
	Synchronization system		Internal synchronization
	Image stabilization		Electronic
	[Pan-tilt head unit]		
	Installation method		Stand-alone (Desktop) or suspended (Hanging)*4
	Camera/pan-tilt head control		IP connecting cable When connecting through a hub: • LAN cable*5 (category 5 or above),max. 100 m (328 ft) When using a PoE+ hub: • LAN cable*5 (category 5e or above),max. 100 m (328 ft) When a hub is not used: • LAN cable*5 (category 5 or above),max. 100 m (328 ft) AW protocol connecting cable • LAN cable*5 (category 5 or above,straight cable), max. 1000 m (3280 ft) Standard protocol connecting cable • Mini DIN 8-pin cable, male
	Pan-tilt operation speed		Maximum speed during preset:300°/s Maximum speed during manual:90°/s
	Panning range		±175°
	Tilting range*6		−30° to 90°
	Quietness		During preset: NC40 or less During manual: NC35 or less
	[Network]		
	Image resolution		JPEG VGA (640 x 360), QVGA (320 x 180) Max. 30 fps
	Supported protocol		IPv4: TCP/IP, UDP/IP, HTTP, DHCP, DNS
	i-OS, Android support		JPEG image display

*1: It may be necessary to upgrade the version of the controller in order to support the unit. For the latest information on supported OS/browsers, please refer to "service and support" section on the Panasonic website (http://pro-av.panasonic.net/en/). *2: During Auto, 6 dB to 48 dB (6 dB step) are available for AGC Max Gain setting. *3: During Auto, 0 dB, 6 dB, 12 dB and 18 dB are available for Auto F.Mix Max Gain setting. *4: To ensure safety, the unit must be secured using the mount bracket supplied. *5: Use of an STP (shielded twisted pair) cable is recommended. *6: Depending on the pan or tilt position, the camera may be reflected in the image.

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Please refer to the latest Information, etc. at the following Panasonic web site.

http://pro-av.panasonic.net/

Panasonic

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Bahrain	+973 252292
Brazil	+55 11 3889 4035
Canada	+1 905 624 5010
China	+86 10 6515 8828
Hong Kong	+852 2313 0888
Czech Republic:	+421 (0) 903 447 757
Denmark	+45 43 20 08 57
Egypt	+20 2 23938151
Finland, Latvia, Lithuania, Estonia	+358 (9) 521 52 53
France	+33 (0) 1 47 91 64 00
Germany, Austria, Switzerland	+49 (0) 6103 313887
Greece	+30 210 96 92 300
Hungary	+36 (1) 382 60 60
India	+91 1860 425 1860
Indonesia	+65 6277 7284
Iran (Vida)	+98 21 2271463
(Panasonic Office)	+98 2188791102
Italy	+39 02 6788 367
Jordan	+962 6 5859801
Kazakhstan	+7 727 298 0891
Korea	+82 2 2106 6641
Kuwait	+96 522431385
Lebanon	+96 11665557
Malaysia	+60 3 7809 7888
Mexico	+52 55 5488 1000
Netherlands, Belgium	+31 73 640 2729
New Zealand	+64 9 272 0100
Norway	+47 67 91 78 00
Pakistan	+92 5370320 (SNT)
Palestine	+972 2 2988750
Panama	+507 229 2955
Philippines	+65 6277 7284
Poland	+48 (22) 338 1100
Portugal	+351 21 425 77 04
Romania, Albania, Bulgaria, Macedonia	+40 (0) 729 164 387
Russia & CIS	+7 495 9804206
Saudi Arabia	+96 626444072
Singapore	+65 6277 7284
Slovak Republic, Croatia, Serbia, Bosnia, Montenegro, Slovenia	+421 (0) 903 447 757
South Africa	+27 11 3131622
Spain	+34 (93) 425 93 00
Sweden	+46 (8) 680 26 41
Syria	+963 11 2318422/4
Taiwan	+886 2 2227 6214
Thailand	+662 731 8888
Turkey	+90 216 578 3700
U.A.E. (for All Middle East)	+971 4 8862142
Ukraine	+380 44 4903437
U.K.	+44(0)1344 70 69 13
U.S.A.	+1 877 803 8492
Vietnam	+65 6277 7284

ISO 9001
JQA-0443

ISO 14001 JACO EC98J2010
UKAS MANAGEMENT SYSTEMS 051

Factories of AVC Networks Company have received ISO14001:2004-the Environmental Management System certification. (Except for 3rd party's peripherals.)

TECH SPEC

GroupSTATION™

Complete Group Collaboration Appliance for Small and Medium Sized Conference Rooms

Part Numbers:
999-8900-000 North America (Basic System)
999-8900-001 International (Basic System)

Image: GroupSTATION Sound Bar and Camera Module (above) and MicDock (lower right)

The Vaddio™ GroupSTATION is a complete media collaboration appliance for small to medium sized meeting spaces. GroupSTATION incorporates all the audio & video functions required for group collaboration in a compact and robust form-factor. This multipurpose appliance is used for local presentations, PC-based Unified Communications, and VoIP conferencing.

The GroupSTATION system consists of a table-based MicDock™ and a GroupSTATION Camera/Sound Bar. The MicDock functions as the microphones, user interface, and PC dock. Four (4) cardioid microphone elements, each with its own AEC (acoustic echo canceller), provide a 360° pickup pattern for all participants. Vaddio's SmartMic technology ensures that pristine, crystal clear audio is maintained for both local and far-end participants with hands-free, automatic operation. A capacitive touch user interface on the MicDock provides for dialing, volume and mute along with video controls for zoom, PIP, and a 2-input source selection for complete operator control during a conference. The MicDock features interfaces for a PC, laptop or tablet, HDMI or VGA inputs to locally extend the PC to the room monitor and a USB 2.0 UVC and UAC compliant connection.

The GroupSTATION wall unit includes a pair of 2-way loudspeakers with a HD camera in the center. Like the ZoomSHOT™ camera, the GroupSTATION camera has an auto-focus, 19X motorized zoom lens and is directly wired into the main processor in the camera/sound bar. ZoomSHOT is manually positioned for pan and tilt. The GroupSTATION also includes an HDMI output for the room LCD monitor extending the PC or laptop's screen when docked. A supplied single 25' (7.62m) Cat-6 SSTP shielded cable connects the GroupSTATION with the MicDock carrying power, video, audio, and network making installation a pure breeze.

SYSTEM INCLUDES

The Vaddio GroupSTATION System includes:
One (1) Group-STATION MicDock Controller
One (1) GroupSTATION Camera/Sound Bar
One (1) 25' (7.62m) Cat-6 SSTP Shielded Cable
One (1) 24 VDC Power Supply
One (1) Manual/Documentation

- Accessory Wall Mount and Dock Interface Cable available as options in Basic System, Deluxe System and Premier System Packages

KEY FEATURES

Flexible Configurations: The GroupSTATION can be purchased in three ways; the Basic system, the Deluxe system and the Premier system. The Basic system includes the Camera/Sound Bar, the MicDock and the 25' Cat-6 SSTP cable. The Deluxe system adds the Premium Wall Mount with integrated cable tray. The Premier system adds the wall mount and the 4x4 PC to MicDock Interface Cable.

Simple User Interface: The intuitive MicDock contains the VoIP dialing pad, call control keys, four (4) cardioid pattern condenser mic elements each with independent wideband AECs (acoustic echo cancellers) and the docking connectors for the PC and application. The mics are arrayed to provide a 360° pickup pattern.

© 2014 Vaddio - All Rights Reserved. Reproduction in whole or in part without written permission is prohibited. Specifications and pricing are subject to change without prior notice or obligation. Vaddio, GroupSTATION, HuddleSTATION, BaseSTATION MicDock and ZoomSHOT are trademarks of Vaddio. All other trademarks are property of their respective owners.

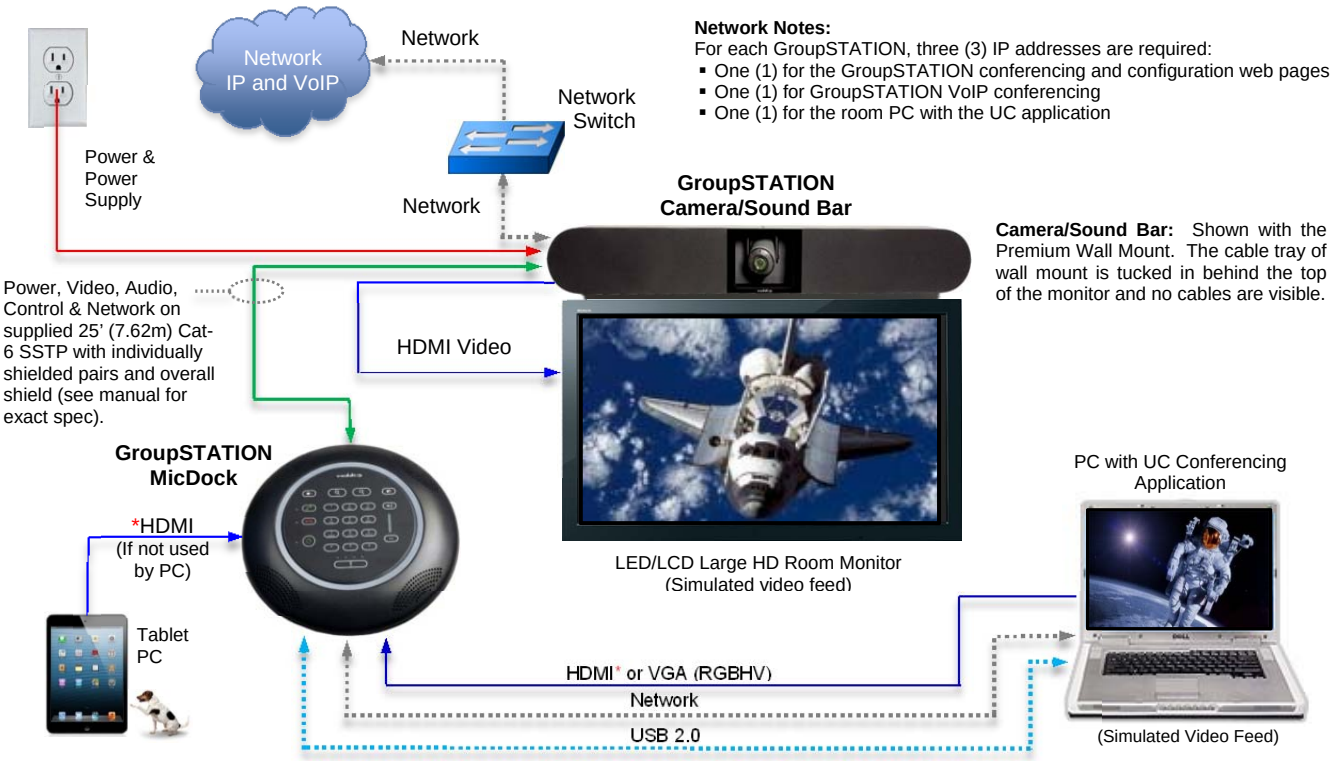
KEY FEATURES (CONTINUED)

Superior Sound Quality: The GroupSTATION Camera/Sound Bar integrates a pair of bi-amped 2-way speakers, which are powered by four (4) 25-watt class D power amplifiers for clean and realistic far-end audio. The integrated 2-way speakers are optimized for voice, but sound good for music and videos too.

Easy to Install: The GroupSTATION is exceptionally easy to install. Simply run the cables, mount the Camera/Sound Bar, plug the MicDock in with the Cat-6 SSTP cable and apply power. From there, it's just connecting the PC and configuring the system with the embedded GroupSTATION web server.

SYSTEM DRAWING

BASIC UC CONFERENCING AND VOIP CONFIGURATION



Network Notes:
For each GroupSTATION, three (3) IP addresses are required:
- One (1) for the GroupSTATION conferencing and configuration web pages
- One (1) for GroupSTATION VoIP conferencing
- One (1) for the room PC with the UC application

Camera/Sound Bar: Shown with the Premium Wall Mount. The cable tray of wall mount is tucked in behind the top of the monitor and no cables are visible.

GENERAL SPECIFICATIONS

GROUPSTATION

System Part Numbers	GroupSTATION Basic System: 999-8900-000 (North America), 999-8900-001 -(International) GroupSTATION Deluxe System: 999-8904-000 (North America), 999-8904-000 (Int'l), Includes Premium Wall Mount GroupSTATION Premier System: 999-8015-000 (North America), 999-8905-000 (Int'l), Includes Wall Mount & 4x4 PC Interface cable
Camera/Sound Bar	19X Optical Zoom, Manual Pan/Tilt, 1/2.8-Type Exmor High-speed, Progressive Scan, 1.3 Megapixel CMOS Sensor
Minimum Illumination	0.7 LUX (F1.6, 50IRE)
Horiz. Viewing Angle	58º Wide End to 3.1º Tele End, 16:9 Format
Speakers	1-Pair Bi-amped 2-way Speakers with four (4) 25-watt Class-D Amplifiers
VoIP	SIP User Agent (OSD for Dialing)
Inputs/Outputs	Power Jack (coaxial 5.5mm x 2.5mm), RJ-45 for Cat-6e Shielded LINK Cable, HDMI Out to Monitor, Network RJ-45 Connection (LAN/WAN)
MicDock	Dialing Pad, Volume Control, Mute, Power On/Off (Stand-by) and ON Screen Display of user controls (for dialing support)
Microphones	Four (4) Cardioid Elements with Independent AECs, 360º pickup pattern
USB Interface	Connector: USB Micro-B, USB 2.0 UVC and UAC Compliant
Video Inputs	HDMI Video Input and DE-15 Input for RGBHV (switchable)
Network Interface	Connector: RJ-45, 10/100 Base-T, RTSP & HLS Supported
Supported UC Video Clients	Skype, Cisco Jabber, Adobe Connect 8, Microsoft Lync, WebEx, Citrix GoToMeeting, LifeSize ClearSea, Polycom M100, Vidyo, Google Plus and more (see FAQ for more options)
Optional Accessories	999-8903-000: 50' (15.24m) Cat-6 SSTP Cable (Approved for use with GroupSTATION, HuddleSTATION™ and BaseSTATION)™ 999-8902-000: Premium 4x4 Dock/PC Interface Cable 999-8901-000: Premium Wall Mount with Integrated Cable Tray
Dimensions	GroupSTATION Camera/Sound Bar : 6.125" (155.58mm) H x 46.12" (1.17m) W x 5.655" (143.64mm) D GroupSTATION MicDock: 1.699" (43.17mm) H x 9.25" (234.95mm) Diameter (round)
Weights	GroupSTATION: Approximately 19.65 lbs. (8.91 kg), MicDock: Approx. 1.67 lbs. (0.758 kg) Optional Premium Wall Mount: 3.55 lbs. (1.61 kg)

TELVUE

WE SHARE YOUR VISION™

B100 HyperCaster®

The IP Way To Broadcast™

Broadcast high-quality digital video TV channels with the **TelVue HyperCaster IP Broadcast Server.** Discover the benefits of a 100% digital workflow, from content ingest to output. IP video origination is efficient, flexible, user-friendly, and future-proof.

APPLICATIONS

- Local Origination & Leased Access
- PEG Broadcasting
- Digital CATV Origination
- Hyperlocal Programming
- On-Campus Broadcasting

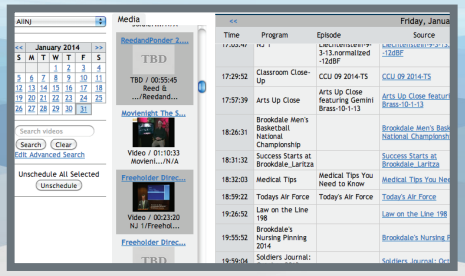
FEATURES

- Up To 4 SD or HD Channels in1RU
- IP StreamThru™ Switching
- PID Remapping
- Support for ATSC, CableLabs® Formats
- DVD, MPEG-2 PS, & MP4 Import
- Operate Remotely from any Web Browser
- Middleware Integration

OPTIONS

- IP to Baseband decoding
- H.264 Support
- Integrated Graphics
- HD-SDI, HDMI, Composite or Component Out
- Automatic Up & Down Conversion
- Traffic & Billing via CCMS
- Multi-IP Capture
- Time Shifting

Optional Integrated Graphics for Channel Branding, Tickers & Snipes



Browser-based Scheduling & Content Management

Cropping Option for HD to SD Down-conversion

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B100 HyperCaster® Specifications

We've engineered the TelVue HyperCaster® with simplicity and reliability in mind through our use of Linux open source technology, plus our proprietary real time video and application software. Its innovative play-out scheduler makes it easy to broadcast a full schedule of recurring and one-time programs. All scheduling features are available using a standard Web browser. Remote control and management gives you unmatched flexibility.

Video Playout

Video Output	MPEG-2-TS over IP (Gigabit Ethernet)
Optional	One channel Composite/Component/HDMI or HD/SD-SDI
Channels	Standard with 1 HD or SD Channel, Option to Expand to 4 HD or SD Channels

Program Scheduling

Interface	Integrated HTML Browser Based (Secure)
Scheduling	Drag & Drop Scheduling
Recurring	Scheduled Recurring Playout
Station Timing	Locked to NTP Standard
Continuity	Auto-play Default File, Playlist, or Source on Program Gaps

Storage

Capacity	2 TB Standard / OS on SSD
Drives	1
Archive	To Remote Storage

Physical

Power	100 - 240 VAC/200 Watts
Dimension	17.2" x 1.7" x 11.3" (W x H x D)
Weight	10 lbs
Form Factors	1RU 19" Standard

External Interfaces & Connections (Typically Used)

Front Panel	Power/Fail/Drive LEDs, Power/Reset Switch/ LCD Interface
Rear Panel	Dual 10/100 BT/1000 BT, Linlk/Data LEDs
Output	MPEG-2 TS over IP (Gigabit Ethernet)

Content

Formats	MPEG-2 Transport Stream; MPEG-2 or H.264 (Optional) Video Constant Bit Rate (CBR), ATSC, CableLabs® HD & SD Compatible
Bit Rates	Up to 80 Mbps Total Output
Management	Custom Searchable Metadata & Categories, Thumbnails

Content Introduction

Protocols	FTP & SMB
Interface	10/100/1000 BT
Capture	Optional IP stream capture

Network Management

Interfaces	Web Browser
Protocols	SMB, HTTP, NTP Remote Managed & Software Upgrades
Features	Environment Monitoring, Firewall Remote Management & Software Upgrades

Firmware

OS	Linux
Device Drivers	All Standard Drivers
API Features	Website Program Guide Automatic Generation XMLTV & Minerva/ TV Guide Metadata Optional CCMS Traffic APIs Content Analysis & Validation Missing File Notifications: XML, Email CableLabs® ADI Metadata (Optional)

Optional Integrated Decoder

Video	MPEG-2/H.264/SD/HD/Up-Down Convert
Audio	MPEG-1 Layer 2/AC3/2 CH & 5.1 Downmix
Outputs	1 x SD/HD-SDI or 1 x Composite, 1 x Component, 1 x HDMI
Graphics	Text Crawl, Logo/Bug Insertion & Snipes
Ext. Reference	SD-Blackburst/HD - Tri-Sync In Any Format

Note: Specifications are subject to change without notice.

TelVue® Corporation is a broadcast technology innovator and leader that helps video broadcasters automate their channels, expand their audiences across multiple screens, and broaden their ability to monetize their content. TelVue's professional quality broadcast equipment and cloud video services include all-in-one digital broadcast servers, ad servers, live and VOD Internet streaming, multi-user contribution and transcoding, hosted broadcast, broadcast program sharing, and web-based digital signage. TelVue serves the local origination and leased access needs for 9 of the top 10 MSOs and over 100 cable & telco TV operators, powers over 2,500 hyperlocal and PEG channels, and delivers local programming to over 50 million households.

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TELVUE®

WE SHARE YOUR VISION™

TELVUE CLOUDCAST™

A Hosted Broadcasting Solution

Stream your programs to multiple screens. Upload, manage, and broadcast an entire TV channel in the cloud, with only an Internet connection.

"Lean-in" or "lean-back" - reach ALL of your viewers with TelVue® CloudCast™.

The "lean-in" smartphone viewer

MOBILE

TelVue CloudCast™ can reach all smart mobile & handheld devices, even if they don't play Flash. Encode to HLS.

OVER-THE-TOP

Stream a live broadcast, in professional quality, to large screens with your own Roku® channel.

KNOW YOUR AUDIENCE

TelVue CloudCast™ gives you access to analytical tools to better understand viewing patterns.

EMBEDDABLE PLAYER

Put your channel on the Web, in HD or SD. The CloudCast Player lets you share the link, embed the video, & post to social media.

ADAPTIVE

Transcode to Adaptive Bitrate for the smoothest possible streaming experience on all devices.

The "lean-back" large-screen viewer

LIVE, LINEAR & VOD

Reach the Internet-connected TV audience with your own Over-the-Top channel.

WEB-BASED CMS

The web-accessible dashboard allows you to organize your content, add chapter markers, & create playlists.

TelVue CloudCast is a **hosted broadcasting** solution that distributes your video over the Internet to multiple screens, without taxing your organization's bandwidth. TelVue CloudCast can help you reach new audiences, whether they are using smartphones, computers, or large-screen cable- and/or Internet-connected Set Top Boxes. TelVue CloudCast handles both live & VOD programming, with a player that adapts to both SD & HD.

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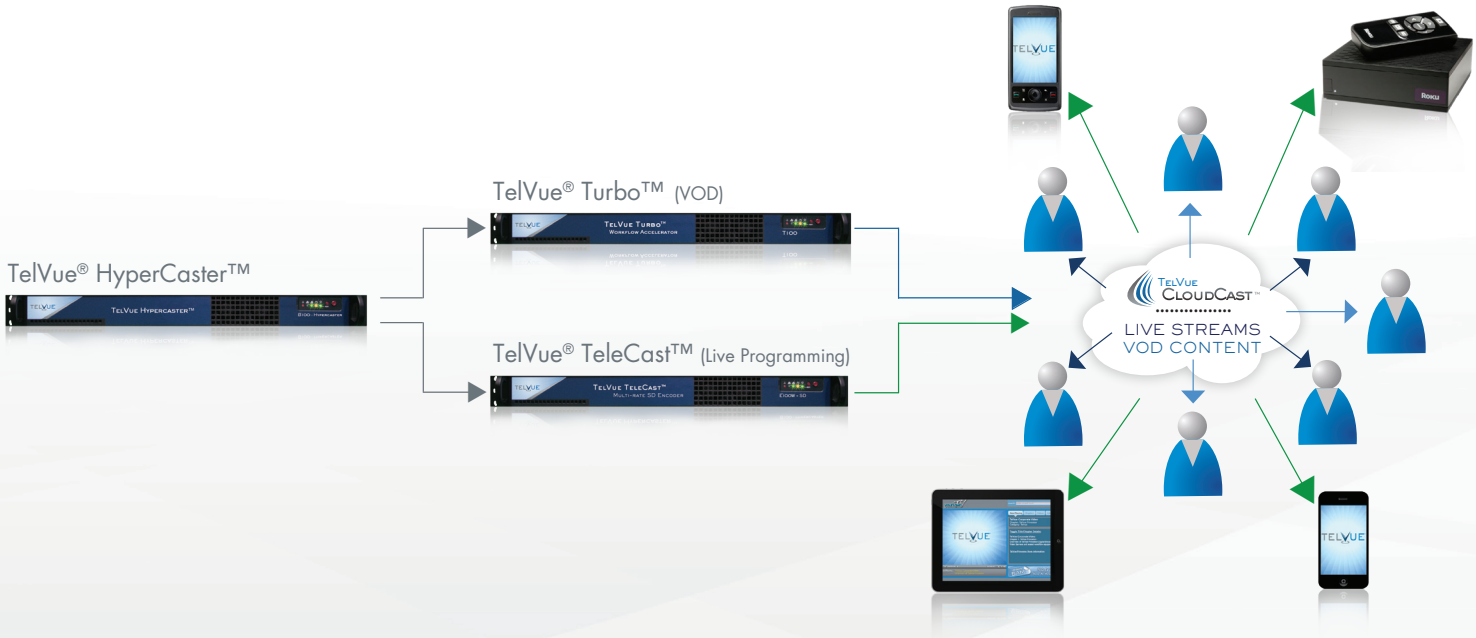
TelVue® CloudCast™ Specifications

File Formats	H.264, Flash
Streaming Formats	HTTP, RTMP, HLS (Optional), ABR (Optional)
User Operating System	Windows, Mac OSX, Linux, iOS, Android
Browsers Supported	Any Browser That Supports HTML5 Or Flash
Viewer Limit	Virtually Unlimited
File Uploads	Via FTP
Cloud Storage	Up To 2TB
Bandwidth Plans	Up To 25TB
Bandwidth Required	Live Streaming Requires Fulltime Internet Connection, 500 Kbps Or Greater

Note: Specifications are subject to change without notice.



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The most complete compact multimedia studio in the world...

TriCaster™ Mini

If you have ever wanted to create and publish video, stream live to the Web, or make even the most ordinary presentation look extraordinary—then you are going to love TriCaster Mini.

Whether you are new to video, adding live events or streaming to your production activities, or searching for a practical way to produce a multi-camera video program, no other all-in-one solution for capturing, mixing and presenting your own productions will get you network-television results like the ultra-portable TriCaster Mini.

But don't let the size and simplicity fool you. There's a whole studio's worth of capabilities packed into the TriCaster Mini, delivering the power, performance, and professional-quality results that NewTek is known for and that you won't get anywhere else.

What are you waiting for? Go make your show.

Why TriCaster Mini?

It's For Everyone

You don't have to be a video expert, own a studio or expensive broadcast cameras, or know your way around professional video production equipment. (But if you do, there's a Mini for you, too!)

- Use everyday camcorders or professional gear with plug-and-play ease
- Get started and explore further with a simple software interface
- Straightforward controls to start creating video immediately
- Room to grow your show with dozens of built-in capabilities

It's Easy to Set Up

The do-it-yourself setup of TriCaster Mini gets you up and running in minutes.

- All-in-one design eliminates racks of equipment
- Simple auto-detecting camera connections
- No complicated software installation or hardware configuration
- Ready to start using, right out of the box

It Has Everything You Need to Create

The most-complete creative toolset available lets you create and deliver amazing presentations to screens and audiences of all sizes.

- Switch cameras, build video playlists, add graphics and titles, mix audio, and dazzle with effects like virtual sets and animated transitions
- Network with computers and wireless iOS devices for presentations and screen sharing
- Stream to the Web, record for on-demand viewing, and publish in real time to Facebook, Twitter and YouTube

It Goes Anywhere

Save space and travel light with the smallest TriCaster ever.

- Compact design sized just right for any office, event space, or desktop
- Lightweight and ultra-portable for making your show on the go

...that makes your ordinary presentations look extraordinary. NewTek™

TriCaster™ Mini Tech Specs

Video & Audio	
Video Input*	Plug-and-play input of up to 4 live cameras
Network Inputs	Choose from any number of supported devices on the same network, including computers, IP sources, wireless Apple® AirPlay® devices, NewTek TalkShow™, 3Play™, webcams, and more
Audio Inputs*	Embedded audio from each of the 4 live video inputs, plus 1/4” jacks for a microphone and stereo audio mixer
Video Outputs*	Deliver to 4 different destinations, with 2 live video outputs and 2 video-only display ports (HDMI and DVI)
Network Outputs	Ethernet port for HD streaming live to the Web, publishing to social media platforms, distributing content to servers and storage locations, and output to other TriCaster systems
Audio Outputs*	Embedded audio on both video outputs, plus 1/4” jacks for stereo output and headphones
Video Resolutions	NTSC: 1080/30p, 1080/60i, 720/60p, 720/30p, 480/60i (Multi-Standard also includes: NTSC-J 1080/30p, 1080/60i, 720/60p, 720/30p, 480/60i; and PAL 1080/25p, 1080/50i, 720/50p, 720/25p, 576/25i)

Real-Time	
Streaming	HD live streaming with presets up to 720p, support for most common streaming profiles and custom multi-bitrate streaming profiles (including RTMP streaming and browser-based streaming applications), and auto-save of Web-ready stream file for video on demand (VOD) upload
Recording *	Full-resolution recording of up to 4 simultaneous video input or output signals in QuickTime®, MPEG-2, AVI or H.264 file formats
Publishing	Upload video and images directly to YouTube, Facebook and Twitter, export content to FTP servers, and copy files to storage locations

Tools	
Video Switching	16-channel video mixer with 2 overlay channels for mixing sources and creating multi-layer compositions
Audio Mixing	Multi-channel software audio mixer for managing camera audio plus internal and external audio sources, outputs, recorded audio, stream audio, and headphones
Multimedia	5 digital media players for video, graphics and sounds, plus 15 buffers for still images and titles
Mix Effects	4 M/E channels, each with independent switcher and key layer, for advanced video mixing, compositing, effects and virtual sets
Transitions & FX	Built-in effects engine for transitions, animation stores, and real-time 3D video warping, plus included Animation Store Creator for custom effects
Virtual Sets	30+ HD live virtual sets with multiple camera angles, shot presets, realistic virtual camera movements, and real-time reflections, plus support for custom holographic virtual sets
Macros	Record your favorite go-to settings, commands, or operation sequences, then create custom one-step shortcuts to simplify or automate control

Physical	
Size	4.6 x 9.2 x 7.9 in (11.7 x 23.4 x 20.1 cm)
Weight	9 lbs (4.1 kg)
Case Display *	7.0 in (17.8 cm) LCD screen for output display
Monitoring	DVI and HDMI monitor outputs to display user interface and multiview preview, with selectable layouts and customizable video windows
Storage *	2 x 750GB internal drives accommodating a total of ~30 hours of HD video (varies by resolution and format; capacity expandable using external supported storage)
Optional Hardware Control Surface	Professional, studio-style workflow for live video productions of any size Dimensions: 16.5625 x 2.25 x 8 in (42.0624 x 20.32 x 5.715 cm)

Subject to change without notice.

HDMI and SDI options available. Hardware configuration varies by model.

* Input, output, recording and storage specifications vary between models. Case display not available on all models.

For complete technical specifications, please visit the TriCaster Mini product page at www.newtek.com.

Multi-Standard pricing and availability may vary. Please contact your local reseller for details.

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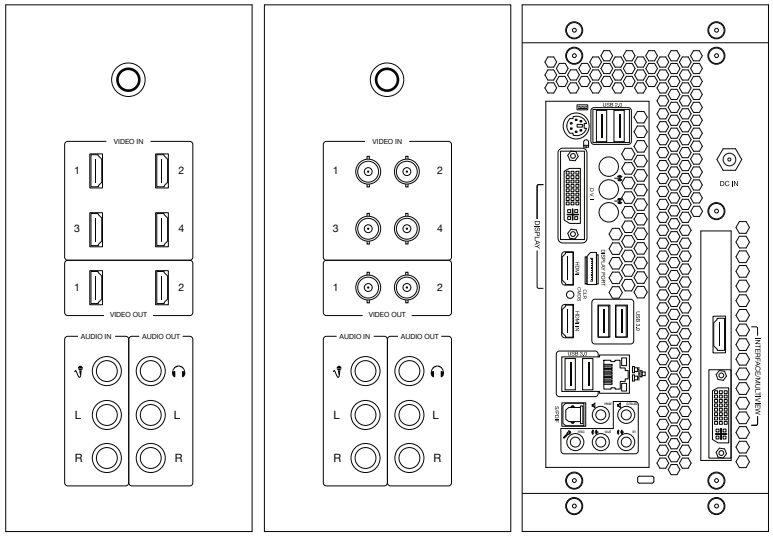
NX-001871-0001, Rev.06

Learn More Online.



Needs Assessments & Strategic Planning

- Why is a Needs Assessment Important?
  - Develop a better understanding of effectiveness of current operations
  - Identify community media and technology needs
  - Determine new services or changes in operations or services that should be implemented
  - Rebranding/Marketing/Fundraising/Partnerships
  - Builds foundation for development or update of strategic plan
  - If you are in franchise renewal, this is essential to negotiations
- When Should You Start?
  - Depends on whether it's linked to franchise renewal process or not
- How Long Will the Process Take?
  - 6 Months – 12 months

Needs Assessments & Strategic Planning

- Who Should Undertake Performance Review or Needs Assessment?
  - Do it yourself
  - Hire consultant for some or all of the tasks *(more later on tasks)*
    - Advantages of having an independent person involved
  - Seek assistance from a local college/university
- Determine your budget
- Create a plan in advance and stick to it
- Involve a committee of the Board and users and stakeholders in the planning process!

Research Tools – Options
How to Select the Right Tool for the Task

- Telephone Survey
- On-line Survey
  - Incentives
- Mail Survey
- Technology Assessment (Broadband/I-Net Study)
- Focus Groups
  - Constituency-Based
- Nonprofit/Service/Civic Organization Survey
- Collect and Analyze Technology and Strategic Plans

Research Tools - Options

- Conduct Interviews with Community Leaders
  - How to determine persons to be interviewed
- Review of Current PEG Access Operations and Facilities
  - Level of usage of facilities, equipment, hours of programming, training classes, other services
  - Condition of equipment and facilities
- Prepare Report(s) that documents Findings and Recommendations

Needs Assessment Outcomes

- Potential Outcomes of Needs Assessment
  - Develop Strategic Plan
  - Improved services from CMC to community
  - Community collaborations/partnerships
  - Changes in day-to-day policies or operation
  - Data can be useful in ongoing fundraising and grant writing opportunities
  - Builds community and political support
  - Re-branding
  - Identify resources needed to better serve community
  - Builds case for PEG/CMC support in renewed franchise
  - Builds a case for HDTV and VOD for PEG
  - Builds a case for complete program listings for PEG on IPG

Nicholas Brandt
Chief Consultant, Brandt Media

Curry County Access Strategic Plan
Summarized

After more discussion about the goals of Curry County Access, Brandt Media has summarized and defined these goals below as well as laid out the major milestones of typical development.

Goals:

1. Establish a complete government access presence on existing Curry County channel space to cablecast and stream government meetings, county business and public information.
2. Purchase and install all of the capital infrastructure required for a five to ten year PEG plan.
3. Ascertain public interest in a public access presence in Curry County and take steps to acquire channel space and infrastructure for such a service, if warranted.
4. Secure a service contract to cover all government meetings, channel operations and public access services.
5. Use new infrastructure to form partnerships with Brookings, Gold Beach and surrounding entities for channel operations to offset service contracts.
6. After initial startup phase, to be determined, secure grants and other funding to cover service contract costs.

SWOT Analysis

Strengths ● PEG Fees to be used for capital expenses only ● Existing channel space to be filled with government content ● Healthy franchise agreement	Weakness ● PEG fees may only be used for capital not operating expenses ● The county has fewer and fewer subscribers resulting in less PEG fees ● Interest in PEG access is unknown
Opportunities ● Partnerships with other municipalities to cover service contract costs ● Federal, state and local grant funding available to cover service contract fees for increased services to the community ● Educational and Public Access opportunities to fund service contract fees after initial phase.	Threats ● The county has fewer and fewer subscribers resulting in less PEG fees ● Cable is becoming a limited media outlet requiring more outward expansion for relevancy. ● Increased cable franchise regulation making PEG fees more restricted.

Strategic Milestones

Month 1 - Install government meeting room equipment and channel operation servers.

Estimated Capital Cost:

Chamber Project: $51,410.75

Playback Server Project: $25,000 (includes an annual recurring cost of $3,000 for streaming bandwidth)

Month 2 - Go live with new equipment and new channel operation which includes a government meeting operator and 24/7 programming of the channel with relevant content and a bulletin board messaging system.

Estimated Service Cost:

$25,000 (Includes government meeting operator for all county meetings, 24/7 programming of the Curry County channel and 20 hours of original local programming for the channel)

Months 3-5 - PEG operator produces Station IDs, branding and public information pieces about county activity to fill the government access channel. PEG operator also populates servers with free-to air content suitable for government access programming.

Month 6 - Commission a Public Interest Study with The Buske Group or similar firm to determine the viability of the public access presence for Curry County

Estimated Service Cost:

TBD

Month 7- Receive Public Interest Study results and begin strategic planning based on results. Apply for Access Grants based on results.

Months 8-11 - PEG Operator produces the remaining content called for in the contract and continues to populate servers with enough content to fulfill minimum content requirements imposed by Charter

Month 12 - PEG Operator submits year end annual reports and year two strategic plan for county review. This will include a negotiated or sample intergovernmental agreement with Brookings and Gold Beach as well as a report on any grant funding efforts. New service contract is executed either for meeting and channel operation only or for meeting, channel and public access operation.

Estimated Service Cost

$15,000 (for meeting operation and channel programming only)

$25,000-30,000 (for meeting operation, channel programming and public access)

Estimated Capital Cost

Not Applicable (for meeting operation and channel programming only)

$3,000-$5,000 (for public access equipment)

Government Access vs. Public Access Planning

PEG access TV stands for Public, Education and Government access television. Public access is the offering of the airwaves to the public to distribute their message unencumbered to the cable public. It is meant to provide access to an otherwise inaccessible medium for free speech and expression. Educational access provides the same freedoms to the education community like the local High School or college. Government access television is an outlet for public meetings and important government content for a hyper local audience.

Not all communities engage in activities from all of the PEG branches. Most communities begin with and maintain some form of Government channel. Others have both Government and Public access. Still, far fewer operate Public, Education, and Government channels due to lack of content and lack of interest or funding. While government access is easily justifiable because of its positive impact on government transparency, it is very important to gauge the interest of the community in public access before committing the resources.

Gauging Community Interest

In a presentation by The Buske Group, Sue Buske states the following important reasons for a community needs assessment.

- Develop a better understanding of effectiveness of current operations
- Identify community media and technology needs
- Determine new services or changes in operations or services that should be implemented
- Rebranding/Marketing/Fundraising/Partnerships
- Builds foundation for development or update of strategic plan
- If you are in franchise renewal, this is essential to negotiations

To this end a needs assessment is important when starting or stopping a service as well as launching new services to the community. Sue goes further to state the possible outcomes of a well done community needs assessment.:

- Develop Strategic Plan
- Improved services from CMC to community
- Community collaborations/partnerships
- Changes in day-to-day policies or operation
- Data can be useful in ongoing fundraising and grant writing opportunities
- Builds community and political support
- Re-branding
- Identify resources needed to better serve community
- Builds case for PEG/CMC support in renewed franchise
- Builds a case for HDTV and VOD for PEG
- Builds a case for complete program listings for PEG on IPG

Brandt Media highly recommends a community needs assessment prior to launching any type of public access program. With polling data we can project usage and outreach data that will

either make a case against the start of a public access program in Curry County or provide data that will help secure grant funding and IGA partnerships to cover most or all of the public access operation costs. Once this information is known there are still some common challenges to consider.

Challenges with Content:

Public Access and Government Access content is very different. While government content consists of government meetings and non commercial "marketing material" for the counties or cities served, Public Access is a haven for free speech. Once a citizen of the hosting municipality has signed up and trained, they can submit any content to a public access channel that does not contain, hate speech, commercial content or pornagraphy as defined by the Supreme Court. A public access channel can not deny any content submitted by its citizens for any reason. All content that is considered "adult" is played on the channel after "Safe Harbor" hours as defined by the FCC after 10:00 PM local time

A Public Access channel is a repository for political discourse of all kinds as well as art and all different kinds of protected speech. Public access members are trained how to use equipment and how to submit programs that meet technical guidelines and not on the content of their programs. The sponsoring municipality can have no involvement in or censorship of the content on a public access channel.

For this reason, in most communities, the government access and public access channels are separated in both channel spacing (the channel number) and channel branding to be considered distinctly different. Here are some examples:

- Rogue Valley Community Television operates RVTV Civic (Government) on channel 180 and RVTV Voices (Public Access) on channel 182
- CTV Santa Cruz operates You.Gov (Government) on channel 25 and SC Currents (Public Access) on channel 27

Challenges with Content Co-location:

To illustrate challenges with content co-location, which is locating both types of content on the same channel; we offer up these examples:

Government channel content is generally branded and aims to promote the government through transparency and points of information.

- http://vp.telvue.com/preview?id=T01550&video=255036
  A Board of Commissioners meeting.

- http://vp.telvue.com/preview?id=T01550&video=245905
  A studio show about county departments.

- http://vp.telvue.com/preview?id=T01550&video=163107
  A short Public Service Announcement about things going on in the county

In contrast, Public Access content runs the gamut in both subject matter and production quality.

- https://archive.org/details/PA6717815
  An educational program designed to teach.

- https://archive.org/details/PA867751
  A spiritual program.

- https://archive.org/details/PA6567819
  A religious local church program.

- https://archive.org/details/PA6077119
  A political ideology show. (Please note, some people may find this content offensive.)

- https://archive.org/details/PA5777669
  Adult programs that are NOT considered pornagraphy by the Supreme Court (Please note, this video contains explicit content.)

As you can see from the diversity of program examples provided here, it is difficult to put these two different types of content on a channel together.

Challenges with Facilities Co-location:

For some of the same reasons it is not practical to play both types of content on the same channel, it is also not practical for the facilities to be located together. Here are three main arguments against co-location of facilities:

1. *The facilities' cultures are dramatically different.*

A Community Media Center (or CMC, the common term for a public access facility) functions more like a community recreational center than a government office building. There is a certain sense of decorum that is observed in a county office building that would be difficult to observe at a CMC.

2. *The facilities' hours of operation are opposite.*

While government office buildings function during the 9:00 AM to 5:00 PM work day 80% of CMC activity happens on nights and weekends. This can pose a security risk for the host office building and an access issue for the CMC.

3. *Co-location provides no association buffer between government and public access.*

One of the nicest things about a CMC is the physical buffer it provides between the government and the free speech that is the mark of public access. With a physical buffer, the government can support free speech while still maintaining its distance from the actual ideas that are spread.

There are several great co-location ideas for community media centers to consider. The library provides a great public space where checkout of equipment can take place and rooms can be used to create temporary studios. Creative art spaces also often have many of the amenities that CMCs seek. Brandt Media recommends exploring these other options before making greater concessions to house a public access space in a government facility.

Curry County Clerk, Reneé Kolen
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Deputy
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#4862

CABLE TELEVISION FRANCHISE AGREEMENT

between

CURRY COUNTY, OREGON

and

Falcon Cable System Company II, L.P., d.b.a. Charter Communications

TABLE OF CONTENTS

1. DEFINITIONS 5

1.1 "Affiliate" 5
1.2 "Cable Service" 5
1.3 "Cable Communications System" or "Cable System" or "System" 5
1.4 "FCC" 6
1.5 "Franchise" or "Franchise Agreement" 6
1.6 "Franchise Area" 6
1.7 "Grantee" 6
1.8 "Grantor" 6
1.9 "Gross Revenues" 6
1.10 "Leased Channel" 6
1.11 "Person" 6
1.12 "Police Power" 6
1.13 "Resident" 7
1.14 "Section" 7
1.15 "Streets and Public Ways" 7
1.16 "Subscriber" 7

2. GRANT OF FRANCHISE 7

2.1 Grant 7

2.2 Police Powers and Conflicts with Franchise 7

2.3 Use of Streets and Public Ways 7

2.4 Duration and Effective Date of Franchise 8

2.5 Franchise Transfer 8

3. CONSTRUCTION AND SERVICE REQUIREMENTS 8

3.1 General 8

3.2 Permits and General Obligations 8

3.3 Street Improvements, Changes and Widenings 9

3.4 Relocation for a Third Party 9

3.5 Restoration of Public Ways 9

3.6 Aerial and Underground Construction. 10

3.7 New Development Underground. 10

3.8 Tree Trimming 10

3.9 Right of Inspection of Construction 10

3.10 Provision of Residential Service 10

3.11 Street Vacation and Abandonment 11

3.12 Uninterrupted Cable Services 11

3.13 Cable Service Continuity 11

3.14 Emergency 11

4. SAFETY AND STANDARDS 11

4.1 Emergency Alert Capability (EAS) 11

4.2 Standby Power 12

4.3 Technical Standards 12

4.4 Remedy for Non-Compliance 12

4.5 Safety Standards and Maintenance 12

5. COMMUNITY ACCESS AND LOCAL PROGRAMMING 12

5.1 Channel Capacity and Use of Public, Education and Government (PEG) Access Channels12

5.2 Management and Control of Access Channels 12
5.3 Additional Channel 12
5.4 Grantee's USE 12
5.5 Restrictions 13
5.6 Transmission of PEG Channel Programming 13
5.7 Capital Support for PEG Access 13
5.8 PEG Access Records and Audit 14
5.9 Complimentary Cable Service 14
5.10 Interconnection 14
5.11 Technical Quality 14

6. FRANCHISE REGULATION 15
6.1 Intent 15
6.2 Rate Regulation 15
6.3 Remedy for Franchise Violations 15
6.4 Revocation 16
6.5 Bonds 16

7. GENERAL FINANCIAL PROVISIONS 17
7.1 Franchise Fee 17
7.2 Payment of Franchise Fees 17
7.3 No waiver 17
7.4 Franchise Fee Audit or Review 17

8. INDEMNIFICATION 17

9. INSURANCE 18

10. RIGHTS RESERVED TO GRANTOR AND GRANTEE 19
10.1 Grantor Purchase of Cable System 19
10.2 Removal of System 19

11. CUSTOMER SERVICE STANDARDS 19
11.1 Non-Discrimination 19
11.2 Customer Service Standards 19

11.3 Subscriber Information....19

12. BOOKS AND RECORDS....19

13. MISCELLANEOUS PROVISIONS....20

13.1 Compliance with Laws....20

13.2 Severability....20

13.3 Captions....20

13.4 No Recourse Against the Grantor....20

13.5 Non-Enforcement by Grantor....20

13.6 Force Majeure....20

13.7 Equal Protection....21

13.8 Entire Agreement....21

13.9 Consistency of Franchise with Cable Act....21

13.10 Franchise Review....21

13.11 Notice....22

13.12 Public Notice....22

13.13 No Waiver....22

This Franchise Agreement is between Curry County, Oregon, hereinafter referred to as the "Grantor" and Falcon Cable Systems Company II, L.P., locally known as Charter Communications, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this Franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1
Definitions

For the purposes of this Franchise agreement, the following words, terms, phrases, and their derivations shall have the meanings given herein. Words used in this Franchise which are not defined hereunder but defined in the Cable Communications Policy Act of 1984, as amended by the Cable Communications Policy Act of 1992, and the Telecommunications Act of 1996as amended from time to time (Cable Act), shall have the meaning specified in the Cable Act definition. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1.1 "Affiliate" means when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

1.2 "Cable Service" means a) the one-way transmission to subscribers of video programming or other programming service; and b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.3 "Cable Communications System" or "Cable System" or "System" shall have the meaning specified in the definition of "Cable System" in the Cable Act. In every case of its use in this Franchise, unless otherwise specified or made clear by the context, the term shall refer to the

cable system constructed and operated by the Grantee in Curry County, Oregon under this Franchise.

1.4 **"FCC"** means the Federal Communications Commission.

1.5 **"Franchise" or "Franchise Agreement"** means the authorization granted by this document, or renewal thereof (including renewal of an authorization which has been granted subject to Section 626 of the Cable Act), issued by a franchising authority, whether such authorization is designated as a Franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System.

1.6 **"Franchise Area"** means the geographic boundaries of the Grantor, excluding incorporated municipalities, as it is now constituted or may in the future be constituted.

1.7 **"Grantee"** means Falcon Cable Systems Company II, L.P., d.b.a. Charter Communications, (hereafter Grantee), and the lawful successors, transferees, or assignees thereof.

1.8 **"Grantor"** means Curry County, a political subdivision of the State of Oregon.

1.9 **"Gross Revenues"** means all amounts, as determined in accordance with generally accepted accounting principles, received by the Grantee or an Affiliate derived from the operation of the Cable System to provide Cable Services within the Franchise Area. Gross Revenues shall include fees charged to Subscribers residing within the Franchise Area for Cable Service such as basic, premium, per-channel or per-program service; franchise fees; installation and reconnection fees; leased channel fees; converter rentals; upgrade, downgrade or other change-in-service fees; advertising; and home shopping commissions. Revenues which are not directly attributable to specific customers, such as advertising revenue and home shopping commissions, shall be allocated to systems and jurisdictions on a per subscriber basis measured in a consistent manner from period to period.

Gross Revenues shall not include (1) any taxes, assessments, or fees on services furnished by the Grantee herein imposed directly upon any Subscriber by the state, local or other governmental unit and collected by the Grantee on behalf of the governmental unit including the FCC user fee; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any support for Public, Education and Government (PEG) Capital support amounts recovered from Subscribers (as described in Section 5.7).

Gross Revenues shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute "Gross Revenues" of both the Grantee and the Affiliate, shall be counted only once for purposes of determining "Gross Revenues."

1.10 **"Leased Channel"** means any channel or portion of a channel available for programming by persons or entities other than Grantee for a fee or charge, consistent with 47 U.S.C. 532.

1.11 **"Person"** means an individual, partnership, association, joint stock company,, trust, corporation, or governmental entity.

1.12 **"Police Power"** shall mean the Grantor's right to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public in connection with the

regulation of Grantee and the construction, operation and maintenance of the Grantee's Cable System.

1.13 "Resident" means any individual person residing within the Franchise Area.

1.14 "Section" means any section, subsection or provision of this Franchise agreement, unless otherwise made clear by the context.

1.15 "Streets" and "Streets and Public Ways" means the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the Franchise Area, and any easements, rights of way or other similar means of access to the extent Grantor has the right to allow Grantee to use them.

1.16 "Subscriber" means any person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. This Franchise is subject to the laws of the United States and the State of Oregon, and to the general ordinances of the Grantor whether now existing or hereinafter enacted, as it relates to the Police Power of the Grantor. The County of Curry, Oregon (hereafter Grantor) hereby grants to Falcon Cable Systems Company II, L.P., d.b.a. Charter Communications, (hereafter Grantee) a non-exclusive, revocable Franchise for a five (5) year period from and after the effective date hereof, revocable as provided herein, to construct, operate and maintain a Cable System to provide Cable Service within the Franchise Area. This Franchise does not authorize, prohibit or condition the Grantee to use the Streets and Public Ways for any purpose other than to construct, operate and maintain a Cable System to provide Cable Service in the Franchise Area. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to telecommunications, whether similar to, different from or the same as the conditions specified herein. Nothing herein shall be interpreted to prevent Grantee from challenging the lawfulness or enforceability of any provisions of applicable law.

2.2 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance adopted pursuant to the Police Power. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of it general Police Power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between an explicit mutual promise of this Franchise and a provision of any Grantor ordinance or regulation, this Franchise shall control. Grantee specifically reserves the right to challenge any terms, conditions or provisions of local law if Grantee believes such are in conflict with its contractual rights under this Franchise, or are not a lawful exercise of the Grantor's Police Power. For purposes of this paragraph, a "conflict" shall exist only to the extent the Grantor ordinance or regulation has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise

2.3 Use of Streets and Public Ways. For the purpose of constructing, operating and maintaining a Cable System in the Franchise Area, the Grantee may erect, install, audit, construct, repair, replace,

reconstruct, and retain in, on, over, under, upon, across, and along the public streets and ways within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary, convenient and appurtenant to the operation of the Cable System consistent with the requirements of this Franchise.

2.4 Duration and Effective Date of Franchise. Except as otherwise provided herein for revocation, the term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be five (5) years and shall expire on Oct. 14, 2019. Any renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any successor statute. The Franchise shall take effect and be in full force as of Oct 15, 2014, provided that Grantor receives acceptance by Grantee as recorded on the signature page of this Agreement.

2.5 Franchise Transfer. The Franchise granted hereunder shall not be transferred or assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, and such consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise of Cable System to secure indebtedness. Grantee shall give written notice to Grantor of any transfer to an entity controlling, controlled by, or under common control with the Grantee within thirty (30) days of such transfer. Within thirty (30) days of receiving a complete application for transfer in accordance with the Cable Act and FCC rules, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires o determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

In accordance with the Cable Act and FCC rules, the Grantor may condition its consent upon such terms and conditions as it deems appropriate, related to the legal, financial and technical qualifications of the prospective transferee to perform the obligations of the Grantee under this Franchise.

SECTION 3
Construction and Service Requirements

3.1 General. Grantee shall meet or exceed the construction, extension and service requirements set forth in this Franchise agreement. Grantee shall have the right to utilize existing poles, conduits and other facilities of the Grantor whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

3.2 Permits and General Obligations. Pursuant to local law, the Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, upgrade, rebuild or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Grantor shall cooperate with the Grantee in promptly granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the

Grantor, pursuant to its Police Power, to the extent permitted by law. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located in accordance with applicable law and regulations of general applicability and also located so as to minimize the interference with the use of the Streets and Public Ways.

3.3 Street Improvements, Changes and Widenings. Nothing in this Franchise agreement shall be construed to prevent any public work of the Grantor, including without limitation constructing sewers, grading, paving, repairing and/or altering any street, alley, or public highway, or laying down, repairing or removing sewer or water mains or maintaining, repairing, constructing or establishing any other public property. If any property of the Grantee interferes with the construction, improvement or repair of any street or public improvement, including the repair or removal of a sewer or water main, or the lawful movement by Grantor of an object, vehicle or structure, or if the Grantor finds relocation to be in the public interest, pursuant to Grantor's Police Power, then Grantee shall, upon reasonable notice from the Grantor and at its own cost and expense, protect, alter or relocate the Cable System, or any part thereof, in a timely manner as directed by the Grantor, so that the same shall not interfere with the said public work of the Grantor. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor's Streets and rights of way are responsible for the costs related to the relocation of their facilities. If public funds are available to any Person using such Street or public right-of-way for the purpose of defraying the cost of any of the foregoing, Grantor shall provide Grantee notice of funding availability in a timely manner and Grantee may make application for such funds in the same manner in which other Persons affected by the requirement are reimbursed. If allowed by the funding agency, the Grantor shall upon written request of the Grantee make application for such funds on behalf of the Grantee. Nothing in this section shall relieve Grantee of the obligation to alter or relocate its facilities as lawfully required by Grantor.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, or relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person requesting the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For the purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Restoration of Public Ways. Whenever Grantee disturbs any Street and Public Way, it shall restore the same to a condition at least equal to the condition which existed immediately prior to the disturbance, unless the Grantor allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay. Standards and conditions acceptable to the Grantor shall be equally and uniformly applied to Grantee as to any other Person in the road rights-of-way and consistent with all applicable Grantor codes as they may apply to the Grantor's Police Power.

The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the

public, which may include but not be limited to placing a temporary asphalt patch, installing a trench plate or making other temporary repairs until the Street is restored. In the event that the Grantee, or its contractors, should fail to restore any Grantor road right-of-way consistent with Grantor codes and ordinances, may, after thirty (30) days' written notice, or such longer time provided by the Grantor in the event weather or other events beyond Grantee's control prevent such restoration, make such repairs or restorations as are necessary to return the Grantor road rights-of-way to their pre-work condition, except if in the opinion of the Grantor, the Grantee's deficient restoration causes an emergency situation resulting in an immediate hazard to public safety, health, or property, the Grantor may repair the deficiency without prior notice to the Grantee. The Grantee shall be responsible for reimbursing the Grantor for any and all costs and expenses incurred by the Grantor to correct any deficiency in Grantee's restoration of the Street, whether with notice as set out above or on an emergency basis. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, and, in the case of an emergency, an explanation of the basis for the Grantor's determination that emergency restoration action was required to remove an immediate hazard to public safety, health or property, the Grantee shall pay the bill within sixty (60) days.

3.6 Aerial and Underground Construction. If all of the transmission and distribution facilities (excluding high voltage electric lines) of all of the utilities, including telecommunications providers, are underground or are required to be underground by law, then Grantee shall place its Cable System's transmission and distribution facilities underground. In any part of the Franchise Area where the transmission or distribution facilities of utilities are both aerial and underground (excluding high voltage electric lines), the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground.

3.7 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five (5) day period, the cost of new trenching is to be borne by Grantee.

3.8 Tree Trimming. Grantee or its designee shall have the authority to trim trees on Grantor public right-of-way within the Franchise Area at its own expense as may be necessary to protect its wires and facilities.

3.9 Right of Inspection of Construction. Grantor shall have the right to inspect all construction or installation work performed in the Street within the Franchise Area to ensure compliance with the terms of this Franchise agreement. Grantee shall reasonably cooperate to facilitate such inspection.

3.10 Provision of Residential Service.

3.10.1 Franchise Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty (30) residential dwelling unit per linear strand mile of cable as measured from

Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty five feet (125') of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service.

3.10.2 Low-density Areas. No potential Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements set forth above, the Grantee shall only be required to extend the Cable System to Residents in that area if the Residents are willing to pay the capital costs of extending the Cable System and Grantee shall offer a cost-sharing arrangement for payment by Residents. At the request of a Resident desiring service in such a low-density area, Grantee shall determine the cost of the plant extension required to provide service to the potential Subscriber from the closest point on the Cable System where it is technically feasible. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. The potential Subscribers shall also be responsible for any installation charges to extend the Cable System from the tap to the residence.

3.10.3 New Subdivisions. In new subdivisions, service will be made available under the terms described above as Residents move in and request service.

3.11 Street Vacation and Abandonment. In the event any Street, alley, public highway or portion thereof used by the Grantee shall be vacated by the Grantor, or the use thereof discontinued by the Grantee, during the term of this Franchise, the Grantee shall forthwith remove its facilities therefrom unless specifically permitted in writing to continue the same by the new controlling jurisdiction or property owner, as appropriate. At the time of removal thereof the Grantee shall restore, repair or reconstruct the Street area where such removal has occurred, consistent with Section 3.5.

3.12 Uninterrupted Cable Services. It shall be the right of all Subscribers to continue receiving Cable Services insofar as their financial and other obligations to the Grantee are honored. Notwithstanding the foregoing, the Grantee shall not be required to provide Cable Service or to continue to provide Cable Service to any Subscriber who unlawfully uses the Cable System, or who is abusive to the Grantor's employees.

3.13 Cable Service Continuity. In the event a new operator acquires the Cable System, the Grantee shall make reasonable efforts to cooperate with the Grantor and the new operator in maintaining continuity of Cable Service to all subscribers.

3.14 Emergency. In the event of an emergency, or when the cable system creates or is contributing to an imminent danger to health, safety or property, the Grantor may remove or relocate Grantee's Cable System without prior notice and no charge shall be made by the Grantee against the Grantor unless such acts amount to gross negligence by the Grantor.

SECTION 4
Safety and Standards

4.1 Emergency Alert Capability (EAS). Grantee agrees at all times to comply with federal and

state EAS rules as required in 47 C.F.R. Part 11 or as amended.

4.2 Standby Power. Grantee shall provide standby power generating capacity at the cable communications system control center and at all hubs and any fiber optic nodes.

4.3 Technical Standards. The Federal Communications Commission (FCC) Rules and Regulations, Part 76, Subpart K (Technical Standards), as now or hereafter constituted, shall apply and Grantee shall at all times comply with such Rules and Regulations. The Grantor shall have, upon thirty (30) days written request, the right to obtain from Grantee a copy of tests and records required to be performed pursuant to the FCC's rules. Grantor may require additional tests, repeat tests, or tests involving specified subscriber terminals to secure compliance with the technical standards in accordance with Part 76, Subpart K.

4.4 Remedy for Non-Compliance. In any case where system testing reveals non-compliance with FCC standards, the Grantee shall repair the System or make whatever modifications are necessary to bring the System performance into compliance with FCC standards.

4.5 Safety Standards and Maintenance. The Grantee shall install and maintain its wires, cable, fixtures, and other equipment in accordance with the requirements of the National Electric Safety Code, and in such manner that they shall not interfere with the installations of any public utility.

SECTION 5
Community Access and Local Programming

5.1 Channel Capacity and Use of Public, Education and Government (PEG) Access Channels. Grantee shall provide one (1) channel on the Cable System for the use by Grantor for original, locally-produced, non-commercial, video programming for Public, Education and Government ("PEG") access programming. Grantee has the option to air the PEG channel in analog, digital or other format, so long as programming is available to all Subscribers without the need for equipment other than equipment, including converters, that are required of all Subscribers. The PEG Channel type shall be displayed in the same manner as other Channels on the Grantee's Channel Lineup.

5.2 Management and Control of Access Channels. Grantor reserves the right to permit a third party to operate and manage the PEG channel on the Grantor's behalf. To the extent of such designation by the Grantor, Grantor retails sole and exclusive responsibility for operating and managing such Access facilities consistent with the terms of this Franchise. The Grantor and its designee may formulate rules for the use of the PEG Channel(s), consistent with this Franchise.

5.3 Additional Channel. The Grantor shall provide one (1) additional PEG Channel for a maximum of two PEG channels, upon sixty (60) days' notice if the PEG channel provided pursuant to Section 5.1 is occupied seventy (70%) of the hours between 11a.m. and 11p.m. for any twelve (12) consecutive week period. For the purposes of the above percentage calculation: a) a program may not be repeated more than three (3) times in any consecutive twelve (12) week period; and b) time allocated to character-generated or similar programming shall be excluded.

5.4 Grantee's Use.

5.4.1 Grantee reserves the right to have the PEG Channel provided pursuant to Section 5.1 returned to the Grantee for the Grantee's use in the event there is no PEG programming placed on the Channel for fourteen (14) consecutive days.

5.4.2 In the event the Grantee has provided an additional PEG Channel as provided in Section

5.3, Grantee reserves the right to have the additional PEG Channel returned to the Grantee for the Grantee's use if the additional PEG Channel is not occupied seventy percent (70%) of the hours between 11a.m. and 11p.m. for any twelve (12) consecutive week period. For the purposes of the foregoing percentage calculation: a) a program may not be repeated more than three (3) times in any consecutive twelve (12) week period; and b) time allocated to character-generated or similar programming shall be excluded.

5.4.3 Grantee shall provide Grantor with sixty (60) days prior written notice informing Grantor when programming levels set forth herein are not being maintained and Grantee intends to utilize the PEG Channel(s) capacity pursuant to subsections 5.4.1 or 5.4.2. Grantee may utilize the PEG Channel(s) only after Grantor has been notified and Grantor has not maintained programming levels set forth herein within sixty (60) days from receipt of the notice. In the event the Grantee exercises its right to utilize a PEG Channel after the sixty (60) day period elapses, the Grantee shall properly notify its Subscribers of Grantee's intention to utilize the PEG Channel by providing Subscribers with a thirty (30) day prior written notice. Notwithstanding any provision of this Section 5.4, in no event shall the Grantee be entitled to use the PEG Channel(s) if a) the Grantor meets or exceeds the programming levels set forth in this Section 5.4 within the sixty (60) day notice period or b) the failure to meet the programming levels set forth in this Section 5.4 is due to a force majeure. As used in this Section 5.4.3, "force majeure" shall have the meaning set forth in Section 13.6. During the time that the underutilized PEG channel is returned to the Grantee for the Grantee's use, the collection of PEG Access Fees from Subscribers and payment to the Grantor will cease until such time the Grantor resumes programming consistent with this section.

5.5 Restrictions. Grantee shall not be responsible for operating and managing the PEG channel including approving any PEG programming and/or for obtaining releases from programmers for any PEG programming. The PEG channel shall not be used for commercial purposes, including but not limited to advertising or leased access. Grantor agrees to notify any Person using PEG channels of these non-commercial use requirements, but shall not be responsible for any individual's exercise of free speech.

5.6 Transmission of PEG Channel Programming. Grantee shall design the system to ensure that PEG programming can be transmitted to all subscribers in the Franchise Area.

5.7 Capital Support for PEG Access. The Grantor has determined that the community's future cable-related needs and interests, taking into account the cost of meeting such needs and interests, requires PEG capital support in the amount of $0.65 per subscriber per month during the Franchise term, which Grantee shall provide throughout the term of the Franchise, unless all channels are returned to the Grantee under Section 5.4. The Grantee shall be entitled to recover such capital costs from subscribers as allowed by federal law. Grantee shall provide capital PEG funds to Grantor upon the collection from subscribers, due to the Grantor within 45 days after the end of each calendar quarter. Grantor and Grantee acknowledge that pursuant to federal law [47 U.S.C. §§ 542(g) (2) (C)], PEG funds are only to be used for capital costs, such as equipment, and not for operations costs. Grantor shall account for all PEG capital fees and equipment separately from other Grantor financial accounts so that Grantee may easily determine Grantor's compliance under this section. PEG capital support shall be for the exclusive use of the Grantor and shall not be used for purposes other than as described in this section or as otherwise permitted by any applicable state or federal law or rules currently in effect or enacted or implemented during the term of this Franchise. All equipment purchased with capital PEG funds are to be used for PEG programming consistent with the Cable Act. The Grantee shall not be responsible for installing,

operating, maintaining and replacing the PEG equipment purchased by Grantor. At the expiration of this Franchise, consistent with the date in Section 2.4, any unspent PEG funds shall be returned to the Grantee to be refunded to the then Subscribers on a pro rata basis.

5.8 PEG Access Records and Audit. Upon thirty (30) days' notice from Grantee, but not more than once every twelve (12) months, Grantor shall provide Grantee with a report in a form selected by Grantor, detailing how the capital PEG support funds were used. Grantor shall permit any duly authorized representative of the Grantee, upon thirty (30) days advance written notice, to examine during normal business hours and on a non-disruptive basis, any and all records and equipment to ensure the Grantor's compliance with this section. If PEG contributions have been improperly used for operational or non-capital costs, consistent with the Cable Act and the accounting standards used by the Grantor to keep its books, the Grantee may be entitled to offset future Franchise Fees by those amounts to the extent provided by applicable law. Grantor will keep records pursuant to this Franchise consistent with the requirements of Oregon Public Records Law.

5.9 Complimentary Cable Service. Grantee may provide on a voluntary basis, without charge and within the Franchise Area, one activated outlet of Basic Cable Service to all elementary and secondary public school instructional buildings and public libraries. Additionally, Grantee shall provide, without charge, one (1) activated outlet of Basic Cable Service at the Curry County Board of Commissioners' Office, located at 94235 Moore Street, Gold Beach, Oregon, so that Grantor may view and monitor PEG Access programming. The locations identified above shall be within one hundred twenty five (125) feet of Grantee's feeder cable consistent with Section 3.10A. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any use of the Grantee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. Grantor shall not install other outlets or make any other alterations to the Cable System installed by Grantee.

5.10 Interconnection. Grantee shall interconnect its Cable System with other Cable Systems adjacent to the Franchise Area for the purposes of sharing PEG programming, provided Grantee is able to reach agreement with the other operator for the interconnection on reasonable terms and conditions, and the Grantor obtains any necessary consent from the adjacent cable system's franchising authority. The reasonableness of the terms of the agreement between the Grantee and the other cable operator shall be at the sole discretion of the Grantee. Nothing in this subsection should be construed as requiring the Grantee to increase the number of channels for PEG beyond the maximum number agreed to in Section 5 herein.

5.11 Technical Quality. Grantee shall maintain all PEG Channels at the same level of technical quality and reliability as the commercial Channels carried by Grantee. Grantee shall not cause any programming to override PEG access programming on any PEG Channel, except by oral or written permission from the Grantor, or pursuant to federal or state law, or in emergency. Upon receipt of a call or other communication from the Grantor to Grantee identifying a technical problem and requesting assistance, or if Grantee becomes aware of any problem, Grantee shall provide technical assistance or diagnostic services to help Grantor determine whether or not a problem with a PEG channel signal is the result of matters for which Grantee is responsible, and if so, Grantee shall take immediate corrective action. If the problem persists and there is a dispute about the cause, then the parties shall convene a meeting or telephone call with representatives from Grantor and Grantor in order to determine the course of action of remedy the problem. Grantee shall work cooperatively with Grantor to correct any problem.

SECTION 6
Franchise Regulation

6.1 Intent. It is the intent of the Grantor to administer and enforce the provisions of this Franchise.

6.2 Rate Regulation. Grantee's rates and charges for Cable Service shall be subject to regulation by the Grantor to the full extent authorized by applicable state and federal law. The Grantor retains the right, at any time during the term of the Franchise to institute regulation of rates and charges, as such regulations may be authorized under the then current federal law unless Grantee is determined to be subject to effective competition under federal law.

6.3 Remedy for Franchise Violations.

6.3.1 Notification of Alleged Violation. If Grantor believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall Notify Grantee in writing, stating the exact nature of the alleged violation (the "Violation Notice").

6.3.2 Opportunity to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Grantor's written Violation Notice: (A) to respond to the Grantor, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and a reasonable projected date that they will be completed.

6.3.3 Public Hearings. In the event the Grantee fails to respond to the Grantor's Violation Notice or in the event that the alleged default is not remedied within thirty (30) days, or the alleged default is not remedied by the date projected by the Grantee, the Grantor shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written Notice of such hearing, which specifies the time, place an purpose of such hearing (according to Section 13.11) and notice shall comply with all applicable state laws, including ORS 192.610 to 192.690 or as amended.. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.3.4 Remedies. Subject to applicable Federal and State law, if, after the hearing, Grantor determines that a violation exists, Grantor may use one or more of the following remedies:

a) Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine as an alternative to damages; or;

b) In case of a substantial default of a material provision of the Franchise, seek to revoke this Franchise in accordance with Section 6.4 herein, or;

c) Pursue any other legal or equitable remedy available under this Franchise or any applicable law.

6.4 Revocation.

6.4.1. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

6.4.2 At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days and the cost shall be the responsibility of the Grantee. The decision of the Grantor shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court which shall have the power to review the decision of the Grantee *de novo* or otherwise consistent with federal and state law. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.4.3 Notwithstanding the above provisions, neither the Grantor nor the Grantee waives any of their rights or authority under Federal law or regulation.

6.4.4 Upon revocation of the Franchise, Grantee shall remove the Cable System from the Streets of the Grantor, unless the Grantor gives written permission to abandon the Cable System in place.

6.4.5 The Grantor and Grantee have the right to apply any one or any combination of the remedies provided for in this Franchise, including without limitation all remedies provided for in this Section 6, and may without limitation pursue any rights, remedies or actions that it may have in law or equity regardless of whether they are specifically mentioned in this Franchise.

6.5. Bonds.

6.5.1 Construction Bond. At least thirty (30) days prior to commencing any construction, reconstruction, repair, extension or expansion of the cable system, if requested by Grantor, Grantee shall provide to the Grantor a construction performance bond securing faithful performance by Grantee of the work to be done in the amount of one hundred twenty percent (120%) of the estimated cost of the construction, repair, extension or expansion. The bond shall be released upon final approval of Grantee's construction work by the Grantor.

SECTION 7
General Financial Provisions

7.1 Franchise Fee. The Grantee shall pay to the Grantor an annual Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as Franchise Fee under Federal law. Franchise Fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with Federal law.

7.2 Payment of Franchise Fees. Payment of Franchise Fees due to the Grantor shall be calculated on an annual basis consistent with Federal law. Grantee agrees to pay Franchise Fees on a quarterly basis and shall be due within forty-five (45) days after the close of each calendar quarter. Each Franchise Fee payment shall be accompanied or closely followed by a report verified by an authorized representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period, including an accurate statement of all Gross Revenues as defined herein related to operation of the Cable System franchised hereunder, in sufficient detail to enable the Grantor to verify the accuracy of Franchise fee payments. In the event that any Franchise Fee payment or recomputed payment is not made on or before the due date, the Grantee shall pay an interest charge, computed from such due date, at the annual rate equal to the lesser of (a) the commercial interest rate of the Grantor's primary depository bank during the period such unpaid amount is owed plus one and a half percent (1.5%) or (b) nine percent (9%). The payment period and the collection of the Franchise Fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise.

7.3 No Waiver. No acceptance of any payment shall be construed as accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim Grantor may have for further or additional sums payable under the provisions of this Franchise. All amounts paid shall be subject to audit and recomputation by Grantor within four (4) years of payment.

7.4 Franchise Fee Audit or Review. The Grantor shall have the right to perform, or cause to have performed, a formal audit or a professional review of the Grantee's books and records and, for the specific purposes of a bona fide Franchise Fee enforcement effort, the books and records of the Grantee and any Affiliate that is a Cable Operator providing Cable Service in the Franchise Area and receiving Gross Revenues for the purpose of determining the Gross Revenues of the Grantee and the accuracy of amounts paid as Franchise Fees to the Grantor by the Grantee, provided that any audit or review must be commenced not later than four (4) years after the date on which Franchise Fees for any period being audited or reviewed were due.

SECTION 8
Indemnification

The Grantee shall, by acceptance of the Franchise granted herein, defend, indemnify and hold harmless Grantors, their officers, agents and employees from any and all claims, actions, judgments, court costs

and other expenses resulting from injury to any person for damage to property, of whatsoever nature arising out of the construction, repair, maintenance or operation of Grantee pursuant to this franchise (including, but not limited to the, acts and omissions of Grantee's officers, employees, agents and subcontractors), whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise and provided that the Grantor gives the Grantee timely and adequate written notice of its obligation to indemnify the Grantor upon receipt of a tort claim notice. In the event any such claims arise, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. Notwithstanding the foregoing, Grantee will not be held responsible for damages caused by the negligence or other tortious acts of Grantor, or for the Grantor's use of the Cable System, including any Public, Education and Government Access (PEG) channels.

SECTION 9
Insurance

Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	$1,000,000 per occurrence,
	Combined Single Liability (C.S.L.)
	$2,000,000 General Aggregate
Auto Liability including coverage	$1,000,000 per occurrence C.S.L. on all owned, non-owned hired autos
Umbrella Liability	$2,000,000 per occurrence C.S.L.

A. The Grantor shall be added as an additional insured arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

B. The Grantee shall furnish Grantor with current certificates of insurance evidencing such coverage upon request.

Should any of the policies described herein be cancelled before the expiration date thereof, Charter shall provide timely notice to the Grantor, and the insurer affording coverage will endeavor to mail thirty (30) days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation nor liability of any kind upon the insurer affording coverage, its agents or representative, or the issuer of this certificate. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this section, within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.

SECTION 10
Rights Reserved to Grantor and Grantee

10.1 Grantor Purchase of Cable System. The Grantor and Grantee shall be subject to the provisions 47 U.S.C. §547 (Section 627 of the Cable Act), as amended from time to time. It is not intended that this Franchise diminish the rights of either the Grantor or the Grantee under the Act.

10.2 Removal of System. Upon expiration of the Franchise without renewal as provided in 47 U.S.C. §546 (Section 626 of the Cable Act), Grantee shall remove the Cable System from the Streets of the Grantor, unless the Grantor exercises its rights under Section 10.1 or gives written permission to abandon the Cable System in place.

SECTION 11
Customer Service Standards

11.1 Non-Discrimination. The Grantee shall not deny service, deny access, or otherwise unlawfully discriminate against subscribers, or persons on the basis of race, color, religion, national origin, sex, age, disability, or income. The Grantee shall adhere to the equal employment opportunity requirements of the federal government, as expressed in Subpart E of Chapter 1 of Title 47 of the Code of Federal Regulations, as now or hereafter constituted. The Grantee shall comply at all times with all applicable federal and state laws, rules and regulations relating to non-discrimination.

11.2 Customer Service Standards. Grantor hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended, and the notice requirements set forth in Part 76, Subpart T (Notices) of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service and notice requirements.

11.3 Subscriber Information. The Grantee shall be subject to 47 U.S.C §551 (Section 631 of the Cable Act), as amended from time to time, regarding limitations on the cable company's collection and use of personally identifiable information, and other issues involving the protection of subscriber privacy.

SECTION 12
Books and Records

The Grantor shall have the right, for the purpose of determining the correctness of Franchise Fees paid to the Grantor, or as necessary for determining specific performance with respect to the other material provisions of the Franchise, to inspect at any time during normal business hours upon thirty (30) days written notice, all records, books, electronic or optical files, updated maps, plans, service complaint logs, performance test results, records required to be kept by the Grantee and also of any Affiliate, which directly relate to the operation of the Cable System in the Franchise Area. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the

necessary books and records for easy access by the Grantor. To the extent allowed under Oregon law, the Grantor shall protect proprietary information including trade secrets of the Grantee from disclosure; and accordingly, Grantor or Grantor's designee who conducts any audit or review of Grantee's books and records will not unreasonably refuse to sign a non-disclosure agreement prior to disclosure of any records by the Grantee. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and Federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

The Grantor agrees to request access to only those books and records, in exercising its rights under this Section, which it deems reasonably necessary as part of a bona fide regulatory or enforcement effort related to the material provision of this Franchise for the enforcement and administration of this Franchise. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than four (4) years, except for service complaints, which shall be kept for one (1) year as specified above.

SECTION 13
Miscellaneous Provisions

13.1 Compliance with Laws. The Grantee shall comply with all federal and state laws and regulations, including regulations of any administrative agency thereof.

13.2 Severability. If any Section, subsection, sentence, clause, phrase or word of the Franchise agreement is held to be invalid or unconstitutional by any court of competent jurisdiction or pre-empted by federal or state regulations or law, such Section, subsection, sentence, clause, phrase or word shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions hereof.

13.3 Captions. The captions to Sections throughout this Franchise agreement are intended solely to facilitate reading and reference to the Sections and provisions contained herein. Such captions shall not affect the meaning or interpretation of this Franchise agreement.

13.4 No Recourse Against the Grantor. The Grantee shall have no monetary recourse in accordance with the Cable Act, against the Grantor or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Franchise agreement or any part thereof is determined to be invalid. However, this shall not prohibit Grantee from seeking any other remedy that Grantee may have under applicable law.

13.5 Nonenforcement by Grantor. The Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise agreement by reason of any failure of the Grantor to enforce prompt compliance.

13.6 Force Majeure. If by reason of force majeure the Grantee is unable in whole or in part to carry out its obligations hereunder, the Grantee shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of the government of the United States of America, or of the State of Oregon, or their departments, agencies, political

subdivisions, or officials; acts of any civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; and similar occurrences outside the control of the Grantee. This provision includes documented work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as documented unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials or labor was reasonably beyond the ability of Grantee to foresee or control. The Grantee agrees, however to give its best efforts to remedy as soon as possible, under the circumstances, the cause or causes preventing Grantee from carrying out its responsibilities and duties under this Franchise agreement.

13.7 Equal Protection. If any other provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully and expressly authorized by the Grantor to provide such services and install facilities located wholly or partly in the Streets or Rights-of-Way of the Grantor, and if the Grantee reasonably determines that the material obligations applicable to Grantee are materially more burdensome or less favorable than those imposed on any such competing provider, then upon thirty (30) days prior written notice to the Grantor, the Grantee may choose:

A) to request modification of only such terms that Grantee determines are less burdensome or more favorable than those provided in this Franchise, subject to the mutual agreement of Grantor and Grantee; or
B) to deem this Franchise expired thirty-six (36) months from the date of the above written notice; or
C) to the extent permitted by the Cable Act and related FCC rules and regulations, terminate this Franchise and take in its place the same franchise of a competing provider of Cable Services or video services authorized by Grantor.

The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Cable Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise or seek other remedies available under law.

13.8 Entire Agreement. This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

13.9 Consistency of Franchise with Cable Act. The parties intend and believe that all of the provisions hereof are consistent with and permitted by the Cable Act.

13.10 Franchise Review. No more than once every three years, either party may request that the other party meet to discuss the Cable System, the Franchise and the state of the industry.

13.11 Notice. Unless otherwise provided by Federal or State law, any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or by nationally or internationally recognized courier service such as Federal Express, addressed as follows, or to such address as the receiving party specifies in writing:

If to the County: Office of the County Counsel
Curry County
94235 Moore St. Suite 123
Gold Beach, OR 97444

If to the Grantee: Charter Communications
222 NE Park Plaza Drive, Suite 231
Vancouver, WA 98684
Attn: Director of Government Relations

With a courtesy copy to:

Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel position using any reasonable written means.

13.12 Public Notice. Public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services or other television services utilizing any system or technology requiring use of the public rights of way shall conform with all applicable state laws, including ORS 192.610 to 192.690 or as amended.

13.13 No Waiver. No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Grantee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the Grantor fails to object within a reasonable time after receipt of such notice, said provision will be deemed waived.

Accepted this 15 day of Oct, 2014, subject to applicable Federal, State and Local law.

Falcon Cable Systems Company II, L.P, l/k/a Charter Communications

By: Mark E. Brown

Printed Name: Mark E. Brown

Title: Vice-President, Government Affairs
Charter Communications

Curry County, Oregon

By: Susan Brown

Name/Title Chair, Curry County Commissioner

CURRY CO CLERK,RENEE' KOLEN
FILED Date 2/12/14 Time 9:59 am
Deputy

1 PAGE

#4786

RENEWAL OF INSURANCE AGENT SERVICES CONTRACT

It is hereby agreed to by and between Curry County, a Political Subdivision of the State of Oregon, and CAL/OR Insurance Specialists, Inc, that the insurance service contract between them filed May 3, 2012 in the Office of the Curry County Clerk, and labeled as Agreement No. 4572, be renewed pursuant to Section 1.2 for an additional one year period under the following terms and conditions:

1) The renewal shall be for a one-year term commencing on July 1, 2014.

2) All other terms of the contract shall remain the same.

CONSULTANT CAL/OR INSURANCE SPECIALISTS, INC.

By: _____ 1/29/14
Debbie Krambeal — Date
President
FED ID# 93 1233728

BOARD OF CURRY COUNTY COMMISSIONERS

_____ 2/7/14
David Brock Smith — Date

_____ 2/7/14
Susan Brown — Date

_____ 2/7/14
David G. Itzen — Date

Approved as to Form:

_____
M. Gerard Herbage
Curry County Legal Counsel

CURRY COUNTY PUBLIC RECORDS FEE SCHEDULE
EFFECTIVE NOVEMBER X, 2015~~2~~

- The cost of photocopies is $.25 for each page, plus $3.75 for locating the requested record. Time spent locating records in excess of 15 minutes will be charged at the $39.50 per hour rate. (Be advised the cost of photocopies applies to not just Records Requests, but is the standard fee to be charged for making copies of any 8 ½" x 11" document.)

- The cost of records transmitted by fax is $2.00 for the first page, $1.00 for each additional page, and $3.75 for locating the requested record. Time spent locating records in excess of 15 minutes will be charged at the $39.50 per hour rate.

- If a record is easily accessible electronically, there will be no cost to transmit the record via e-mail unless time is required to locate the record(s). ~~The cost of records transmitted by e-mail will be $.10 per page, plus $3.75 for locating the requested record.~~ Time spent locating records in excess of 15 minutes will be charged at the $39.50 per hour rate. It shall be the responsibility of the Records Custodian to determine if the record is deemed 'easily accessible'.

- The charge for staff labor, including researching, locating, compiling, editing, overseeing records inspection and otherwise processing information and records, is:
    - $3.75 for the first 15 minutes of staff time.
    - Beginning with the 16th minute, the charge per total request is $39.50 per hour and $9.88 per quarter-hour. A prorated fee is not available for less than a quarter-hour.

- The charge for County Counsel time spent reviewing the public records, redacting material from the public records or segregating the public records into exempt and nonexempt records is $57.00 per hour.

- Actual cost for use of material and equipment for producing copies of nonstandard records.

- Upon request, copies of public records may also be provided on a compact disk (CD) if the document(s) are stored in the County's computer system. Disks will be provided at a cost of $5.00 per disk, plus staff labor charge for locating the requested record. As much of the requested record as possible will be on the disk; however, lengthy requests may result in the use and cost of multiple disks. ~~and each disk may contain as much information as the disk will hold.~~ Due to the threat of computer viruses, the County will not permit requesters to provide disks for electronic reproduction of computer records.

- The actual cost for delivery of records such as postage and courier fees.

- $3.75 for each true copy certification.

The fees listed above apply to all ~~public~~ ~~r~~Records ~~r~~Requests, unless governed by a specific ~~d~~Departmental fee or otherwise provided for by law. Current ~~d~~Department-specific fees can be found obtained from the Department responsible for the record. ~~at [County website link with latest fees].~~

For large requests, the County reserves the right to obtain an estimate from a commercial information management firm and charge the County's cost.

Persons with disabilities may be entitled to have records transferred to an accessible format art no extra charge. Contact the Records Custodian for details.