

AGREEMENT  
BETWEEN THE BILLINGS COMMUNITY CABLE CORPORATION  
AND THE CITY OF BILLINGS, MONTANA

This agreement (“Agreement”), is made and entered into this \_\_\_ day of \_\_\_\_, 2024, by and between the City of Billings, Montana, a municipal corporation, hereinafter referred to as the “CITY”, and the Billings Community Cable Corporation, a Montana non-profit corporation, hereinafter referred to as the “BCCC”.

WHEREAS, on December 13, 2021, the City entered into a nonexclusive franchise agreement with Spectrum Pacific West, LLC Spectrum Pacific West, LLC, through its manager, Charter Communications, Inc., hereinafter referred to as “CHARTER”, to provide cable television services to residents for the City for a term of ten (10) years from the effective date of the franchise, January 12, 2022; and

WHEREAS, on January 10, 2022, the City entered into a nonexclusive franchise agreement with TDS Metrocom, LLC, hereinafter referred to as “TDS”, to provide cable television services to residents for the City for a term of ten (10) years from the effective date of the franchise, February 9, 2022; and

WHEREAS, the franchise agreement provides that CHARTER and TDS must make available public; education and governmental channels (“the Channels”) for use as the City desires; and

WHEREAS, the Billings Community Cable Corporation was created by the filing of Articles of Incorporation under the laws of the State of Montana, with the stated purpose being to promote and foster a cable video community outreach program, to insure the equitable allocation of community programming resources available and to promote and develop programs for the optimal utilization of cable communications systems in the community; and

WHEREAS, the City finds that the BCCC’s operation of the channels will facilitate the objectives of the City to provide services to City residents.

NOW, THEREFORE, in consideration of the mutual undertakings and promises contained herein and the benefits to be realized by each party, and in further consideration of the benefit to the residents of the City by this agreement, the parties agree as follows:

AGREEMENT

1. Grant

The City hereby grants to BCCC exclusive right to operate the Channels, subject to the terms and conditions of this Agreement.

2. Term.

The initial term of this Agreement shall commence upon the execution of the Agreement and continue for a period of **five (5) years from City Council approval**. If neither BCCC nor the City give written notice – ninety (90) days prior to the expiration of the 5-year anniversary date of the execution of this Agreement, this Agreement shall be automatically renewed for one (1) year for review and updates.

3. BCCC's Responsibilities.

BCCC shall have the following duties and responsibilities under this Agreement:

- (a) BCCC shall exercise its powers as described in the Corporation's Articles of Incorporation, Bylaws and as set forth herein.
- (b) BCCC shall promulgate rules and regulations for the efficient utilization of the Channels. BCCC shall notify City of the adoption of such rules and regulations.
- (c) BCCC shall manage, operate, and control the Channels' use on a non-profit basis, consistent with rules and regulations governing programming under the FCC, and those established by the BCCC.
- (d) BCCC shall use its best efforts to promote and publicize the use of the Channels by educational, cultural, governmental, and other community organizations, and by the public. BCCC shall endeavor to schedule programming to maximize audience potential by maintaining a regular program format.
- (e) BCCC agrees to maintain insurance coverage of types and amount required by law and to keep such insurance coverage in force throughout the life of this Agreement. The comprehensive general liability insurance policy will include the City as an additional insured.
- (f) BCCC shall maintain proper coverage for Workers' Compensation and Unemployment Insurance as may be required by Montana State law.
- (g) BCCC shall make available to the City Administrator or his/her designee a financial statement of the operation of the BCCC within a reasonable time after the close of the fiscal year.
- (h) The BCCC will provide a copy of the adopted Bylaws of BCCC to the City Administrator or his/her designee, and will provide a copy of the Bylaws to the City after any amendments or updates are made during the period of this Contract;
- (i) Upon reasonable request of the City, BCCC shall provide (1) disaster and emergency assistance, (2) reasonable programming access to the Channels, (3) reasonable programming access to the studio and related facilities, (4) reasonable video and programming assistance to the City departments, (5) reasonable training or seminars to City employees, and (6) assistance in developing and providing a governmental information service. Except for disaster and emergency assistance, BCCC shall not be required to provide more than approximately thirty-five percent (35%) of the station's total professional employee hours available during any one week (or approximately fourteen (14) hours per week) of assistance to the City as described in this paragraph. The time devoted to assisting the City by BCCC shall not accumulate from week to week. In other words, BCCC's obligation to provide professional assistance in one week shall terminate with that week and not accrue into any other period.

- (j) Educational and Government Access: As part of the monies distributed by the City to BCCC, BCCC will provide up to 500 hours per year of production assistance to the City to produce timely and informative municipal bulletin services, programs featuring various departments, Mayor and City Council topics, live cablecast of City Council meetings, Community Forum, City/County Planning Board, Zoning Commission and Board of Adjustment meetings, and City Council committee meetings, and other content and programs as recommended by the Government Channel Cable Advisory Committee (GCCAC). The GCCAC is made up of a BCCC Board Member, BCCC General Manager, and a representative of the City of Billings. BCCC will provide live cablecasting and streaming of all City of Billings Work Sessions and Regular City Council meetings via the Community Seven website and other social media outlets such as Facebook. The City will provide a direct link from its webpage to the Community Seven website for customer access to live, rebroadcast and archived meetings. All regular City Council meetings and Work Sessions will be rebroadcast at least twice during the same week of which the meeting was held. In addition, all meetings will be archived for a period of one (1) year and will also be available for video-on-demand for the same one (1) year time period.

4. City's Responsibilities.

The City shall have the following duties and responsibilities under this Agreement:

- (a) The City shall enforce all provisions set forth in its franchise agreement with CHARTER and TDS that pertain to the Channels. Upon notice by BCCC, the City Administrator will request activation of a third PEG (community) channel to be managed by BCCC when BCCC in good faith believes it has met the criteria set forth in the franchise agreement for activation of an additional PEG channel.
- (b) The City shall have no responsibility for program content and BCCC shall indemnify and hold harmless the City from any claims, suits, liability, loss or damage caused by or arising out of any programming by BCCC including any claim or legal action for alleged violation or infringement of copyright or other intellectual property right, invasion of privacy, obscenity or defamation, provided further that the City shall inform BCCC in writing within three (3) business days of its receipt of notice of such claim or action.
- (c) BCCC shall have sole discretion and authority to make decisions regarding standards for program content, quality, and scheduling except as provided herein.
- (d) BCCC is not, nor shall it be construed to be, a department or agent of the City.
- (e) The City shall promptly notify BCCC of any complaint, correspondence or any other oral or written communication received by the City pertaining to the Channels.
- (f) The BCCC shall have the continued and exclusive use of equipment purchased by the City to assist with the operation of the Channels. An updated inventory of this equipment shall be in the possession of the City Administrator or his/her designee at all times. The equipment is to be maintained in good working order by the BCCC, is to be provided by the City at no

charge to the BCCC and shall be surrendered by the BCCC in the event of termination of this agreement.

5. Financial Support by the City.

Commencing with the City of Billings's fiscal year 2024 budget the City shall pay BCCC the following amounts in quarterly installments each year in July, October, January and April:

Fiscal Year	Total Amount	Quarterly Installment
2024	\$214,929	\$53,732
2025	\$221,377	\$55,344
2026	\$228,019	\$57,005
2027	\$234,859	\$58,715
2028	\$241,905	\$60,476

The annual contributions by the City stated above are for the costs of operations incurred by BCCC during the term of this Agreement and increase by three percent (3%) each fiscal year as shown above during the term of this Agreement.

6. Nonassignability.

The rights, duties, and obligations of BCCC under this Agreement are not assignable or transferable.

7. Notices.

Any notice herein provided to be given to the City should be addressed and delivered to the Billings City Administrator, PO Box 1178, Billings, Montana 59103. Any notice to BCCC shall be addressed to BCCC, Lincoln Education Center, 415 North 30<sup>th</sup> Street, Billings Montana 59101.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF BILLINGS:

By: \_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

By: \_\_\_\_\_  
Denise R. Bohlman, CITY CLERK

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gina Dahl, CITY ATTORNEY

BILLINGS COMMUNITY CABLE CORPORATION

By: \_\_\_\_\_  
Crystal Meeks, BOARD CHAIR

By: \_\_\_\_\_  
Tim Harrington, GENERAL MANAGER