

- (c) City understands that pursuant to federal law, a Grantee may collect the Capital Grant from Subscribers as a separate line item on Subscriber bills, in addition to the price for Cable Service. Any payments by Grantee to City in support of PEG Access shall not be deemed "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. §542).

3. Emergency Use. In the case of any emergency or disaster, a Grantee shall, upon request of the City Council, make available its facilities to the City for emergency use. A Grantee shall comply with the emergency alert requirements of federal law.

SECTION 6. OPERATION AND ADMINISTRATION PROVISIONS

1. Indemnification of Grantor.

- (a) A Grantee shall indemnify, defend, and hold harmless Grantor, its officers, boards, committees, councils, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of a Franchise granted pursuant to this Ordinance, except claims covered by worker's compensation insurance or any claims arising from or related to Grantor's negligence. Nothing in this Ordinance relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work completed with grading, regarding, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

- (b) In order for Grantor to assess its rights to be indemnified, defended, and held harmless, Grantor must with respect to each claim:

- (1) Promptly notify a Grantee in writing of any claim or legal proceeding which gives rise to such right;
- (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
- (3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.

2. Insurance. A Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of Grantor in its capacity as such. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000) for personal injury or death of any one Person, and