

**ORDINANCE NO. 55**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, EXTENDING PURSUANT TO RCW 35.02.160 THE FRANCHISE OF TCI OF SEATTLE INC. FOR THE OPERATION OF A CABLE TELEVISION SYSTEM IN THE CITY OF SHORELINE.**

WHEREAS, the City of Shoreline officially incorporated on August 31, 1995; and

WHEREAS, RCW 35.02.160 provides that any franchise or permit theretofore granted to any person, firm, or corporation by the state or county authorizing or otherwise permitting the operation of any public transportation, garbage collection and/or disposal, or other similar public service business or facility, is automatically canceled upon incorporation, but that upon incorporation the City must grant such businesses a franchise or permit to continue such business within the City for a term of not less than the remaining term of the original franchise or permit, or five years, whichever is the shorter; and

WHEREAS, Ordinance No. 45 extended the franchises of other franchise holders in the City; and

WHEREAS, TCI of Seattle, Inc. has previously been granted by King County a franchise to operate a cable television system in portions of King County which have now been incorporated within the City limits of the City of Shoreline; and

WHEREAS, the City of Shoreline intends to allow all franchise holders to continue operation under the same terms and conditions as pre-existing franchises with King County for the remaining term of the original franchise or five years, whichever is the shorter period; NOW, THEREFORE

**THE CITY COUNCIL OF THE CITY OF SHORELINE WASHINGTON DOES ORDAIN AS FOLLOWS:**

**Section 1.** Extending a Franchise to TCI of Seattle. TCI of Seattle, Inc. is hereby granted a franchise to operate a cable television system within the City of Shoreline under the same terms and conditions as granted by King County for franchise agreement 562 pursuant to the Franchise Extension Agreement dated September 6, 1994 and attached as Exhibit A, hereto except that this franchise will expire no later than September 1, 2000 unless earlier terminated pursuant to Exhibit A.

**Section 2.** Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 3. Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the franchises set forth in this ordinance. Each franchisee shall have 30 days from receipt of certified copy of this ordinance to accept in writing the terms of the franchise granted to the franchisee in this ordinance.

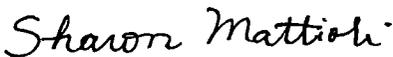
**Section 4. Official Bonds.** The franchisee shall take all necessary steps to transfer any bonds, certificates of insurance, or other security currently held by King County to the City of Shoreline. The franchise rights granted herein shall not be effective until such transfers are made.

**Section 5. Effective Date.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall be in full force and effect five days after publication.

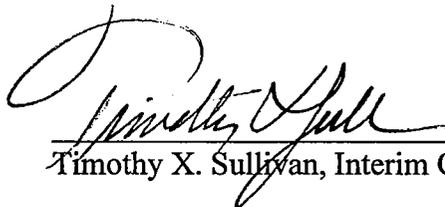
**PASSED BY THE CITY COUNCIL ON SEPTEMBER 11TH, 1995**

  
\_\_\_\_\_  
Mayor Connie King

**ATTEST:**

  
\_\_\_\_\_  
Sharon Mattioli, CMC  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Timothy X. Sullivan, Interim City Attorney

Date of Publication: 9/13/95  
Effective Date: 9/18/95

FRANCHISE EXTENSION AGREEMENT

EXHIBIT A  
Ordinance No. 55

WHEREAS, TCI of Seattle, Inc. currently holds franchise numbers 547, 551, 552, 553, 562, 599, and 609 granted by King County, Washington for the operation of a portion of its cable television system in unincorporated King County; and

WHEREAS, these franchises are scheduled to expire on September 1, 1994; and

WHEREAS, TCI of Seattle, Inc. has requested that franchise numbers 547, 551, 552, 553, 562, 599, and 609 be extended; and

WHEREAS, through the passage of Ordinance No. 11453 subject to the conditions contained in the ordinance and this agreement, King County has approved the extension of these franchises until the earlier of sixty (60) days after the King County hearing examiner's written decision on TCI of Seattle, Inc.'s renewal proposal or King County's renewal of these franchises .

NOW, THEREFORE, King County, Washington and TCI of Seattle, Inc. agree as follows:

1. The term of King County cable television franchise numbers 547, 551, 552, 553, 562, 599, and 609 are hereby extended so that they will now expire on the earlier of sixty (60) days after the King County hearing examiner's written decision on TCI of Seattle, Inc.'s renewal proposal or King County's renewal of these franchises.

2. All other conditions of King County cable television franchise numbers 547, 551, 552, 553, 562, 599, and 609 shall remain in full force and effect are not modified by this agreement or by Ordinance No. 11453.

THIS AGREEMENT entered into this 16<sup>th</sup> day of September, 1994.

TCI OF SEATTLE, INC.

KING COUNTY, WASHINGTON

BY: [Signature]

BY: [Signature]

TITLE: DAVID M. REYNOLDS-EXEC. VP/COO

TITLE: GARY LOCKE  
KING COUNTY EXECUTIVE

DATE: SEP - 6 1994

DATE: 9-16-94

Approved as to Form:

Deputy Prosecuting Attorney

ORDINANCE NO.

**10159**

AN ORDINANCE relating to cable communications, establishing policies and rules for the granting of franchises for cable communications systems and the regulation of such systems, and providing for the implementation and enforcement of said policies and rules, and repealing Ordinance No. 7841, Ordinance No. 8443 and K.C.C. 6.27A.010 through K.C.C. 6.27A.220.

PREAMBLE:

- A. Approximately 120,000 households and businesses in unincorporated King County subscribe to cable television. In addition, many public institutions receive cable television service on a nonsubscriber basis. Many King County residents cannot receive clear over-the-air television broadcasts without the use of a cable system. In addition, cable provides a wider range of services than is provided by over-the-air broadcasts. The county desires that the benefits of cable be available to as many of the county's residents, businesses and public institutions as possible.
- B. King County currently has twenty-nine (29) franchise agreements with eight (8) cable companies for the provision of cable television in unincorporated King County. The construction, repair, maintenance and operation of cable systems affects the health, welfare and safety of King County residents. Almost all of the areas of King County currently served by cable television are served by only one company.
- C. Cable systems use King County rights-of-way and compatible easements for their facilities. Therefore, the county has the authority to regulate the use of this property. The Cable Communications Policy Act of 1984, Public Law 98-549, 47 U.S.C. 521, et. seq. authorizes local governments to regulate cable communications within their jurisdictions. This ordinance provides for the regulation of cable communications in King County consistent with the Cable Act and Chapter 36.55 R.C.W.
- D. Customer service standards are an issue nationwide. In recognition of this concern, the cable industry has adopted industry-wide standards for voluntary adoption by cable companies. In King County, customer service standards vary among cable companies. It is in the public interest that cable companies in King County implement customer service standards adequate to meet subscribers' needs.
- E. It is the intent of the county and the purpose of this ordinance and the cable rules to promote the public health, safety, and general welfare by providing for the grant of one or more franchises for the construction and operation of a cable system; to provide for the regulation of each cable system that is in the public interest; to provide for the payment of fees and other valuable consideration by a franchisee

*King County  
Enabling Ord.*

*MUST HAVE A  
SPECIFIC FRANCHISE  
IN THE AREA  
BEFORE CONSTRUCTION  
PERMITS WILL BE  
ISSUED.*

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1 to the county for the privilege of using public rights-  
 2 of-way for constructing and operating a cable system;  
 3 to promote the widespread availability of cable service  
 4 to all residents within all unincorporated areas of the  
 5 county; to encourage the widespread availability of  
 6 diverse information to all residents within the  
 7 unincorporated areas of the county using cable  
 8 technology; and to encourage the development of cable  
 9 technology and cable systems as a means of  
 10 communication between and among the members of the  
 11 public and public institutions.

12 F. It is the intent of the county to encourage  
 13 experimentation and innovation in the development of  
 14 cable system uses, services, programming, and  
 15 technology that will be of general benefit to the  
 16 community to the extent all such experiments and  
 17 innovations are consistent with applicable federal,  
 18 state and local laws.

19 G. The persons and businesses affected by this ordinance  
 20 have had the opportunity for extensive comment through  
 21 a series of meetings and public hearings. The  
 22 ordinance incorporates many of the comments received at  
 23 these meetings. The standards and requirements set out  
 24 in this ordinance are the minimum necessary to  
 25 accomplish the purposes of this ordinance.

26 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

27 SECTION 1. Repeal. Ordinance 7841, sections 1 through  
 28 24, Ordinance 8443, sections 1 and 2, K.C.C. 6.27A.010 through  
 29 6.27A.220 and the King County cable television franchise  
 30 regulations promulgated thereunder are each repealed.

31 NEW SECTION. SECTION 2. Short title. This ordinance  
 32 shall be known and may be cited as the King County Cable  
 33 Television Ordinance or the cable ordinance.

34 NEW SECTION. SECTION 3. Definitions. For the purpose of  
 35 this ordinance, the following terms, phrases, words and their  
 36 derivations shall have the meanings given herein. When not  
 37 inconsistent with the context, words used in the present tense  
 38 include the future, words in the plural number include the  
 39 singular number, and words in the singular number include the  
 40 plural number. The words "shall" and "will" are mandatory, and  
 41 "may" is permissive. Words not defined herein shall be given  
 42 the meaning set forth in the Cable Act. Words not defined in  
 43 this ordinance or the cable act shall be given their common and  
 44 ordinary meaning.

45 A. Abandonment means failure by the franchisee to operate  
 46 the entire cable system for ten (10) consecutive days without  
 47 just cause. Just cause shall include circumstances beyond the

1 franchisee's control, such as natural disasters and material  
2 breakdown of the system that is not the result of the  
3 franchisee's fault or negligence.

4 B. Access channel means any channel or bandwidth on a  
5 cable system set aside for public, educational and/or  
6 governmental use.

7 C. Basic cable service means any service tiers which  
8 include the retransmission of local television broadcast  
9 signals.

10 D. Bulk rate means a rate charged to an owner of a  
11 structure or parcel of land containing multiple dwelling units  
12 in return for the provision of cable service to those units.

13 E. Cable Act means the Cable Communications Policy Act of  
14 1984, codified at 47 U.S.C. §§521 et seq., and as hereafter may  
15 be amended.

16 F. Cable manager means the manager of the cable office.

17 G. Cable office means the King County office of cable  
18 communications, an office of the King County department of  
19 executive administration.

20 H. Cable rules means rules promulgated by the King County  
21 department of executive administration for the purpose of  
22 administering the terms and requirements of this ordinance.

23 I. Cable service means the transmission of video or other  
24 service over a cable system to subscribers together with any  
25 subscriber interaction provided in connection with such  
26 service.

27 J. Cable system means a facility, consisting of a set of  
28 closed transmission paths and associated signal generation,  
29 reception and control equipment that is designed to provide  
30 cable service that includes video programming and that is  
31 provided to subscribers within King County. A cable system  
32 does not include:

- 33 1. a facility that serves only to retransmit the  
34 television signals of one or more television broadcast  
35 stations;

1           2. a facility that serves only subscribers in one or more  
2 multiple unit dwellings under common ownership, control, or  
3 management, unless such facility uses any public right-of-way;

4           3. a facility of a common carrier that is subject, in  
5 whole or in part, to the provisions of Title II of the  
6 Communications Act of 1934, codified at 47 U.S.C. §201 et seq.,  
7 except that such facility will be considered a cable system to  
8 the extent it is used in the transmission of video programming  
9 directly to subscribers; or

10           4. any facilities of any electric utility used solely  
11 for operating its electric utility systems.

12           K. Channel means a portion of the electromagnetic  
13 frequency spectrum which is used in a cable system and which is  
14 capable of delivering a television channel (as television  
15 channel is defined by the FCC by regulation).

16           L. Commercial rate means a rate charged to a business in  
17 return for the provision of cable service to that business.

18           M. Council means the King County council.

19           N. County means the King County government or its  
20 officers, employees or authorized agents while acting within  
21 the scope of their official duties.

22           O. Disabled subscriber means a subscriber with a physical  
23 or mental impairment that substantially limits one or more of  
24 the major life activities of such individual.

25           P. Senior Citizen subscriber means a subscriber sixty-five  
26 years of age or over.

27           Q. Equitable price means the price that a willing buyer  
28 would pay to a willing seller for a going concern, less any  
29 value attributed to the franchise itself, less the amount of  
30 harm to the community, and less any expenses incurred by the  
31 county as a result of the actions giving rise to the  
32 revocation.

33           R. Executive means the King County executive, as  
34 established by Article 3 of the King County Charter, or his  
35 designee.

1 S. Fair market price means the price that a willing buyer  
2 would pay to a willing seller for a going concern, less any  
3 value attributed to the franchise itself.

4 T. FCC means the Federal Communications Commission and any  
5 legally appointed, designated or elected agent or successor.

6 U. Franchise means the right granted by the county to a  
7 franchisee to construct, reconstruct, repair, maintain and  
8 operate a cable system over, on, along, or under any public  
9 rights-of-way within all or specified areas within  
10 unincorporated areas of the county. The term does not include  
11 any license or permit required by other laws, ordinances or  
12 rules of the county for the privilege of transacting and  
13 carrying on a business within the county, or for construction,  
14 reconstruction, repair or maintenance on, over or under or use  
15 of any public rights-of-way.

16 V. Franchise agreement means a document entered into  
17 between the county and a franchisee that sets forth the terms  
18 and conditions under which the franchise will be exercised.

19 W. Franchisee means any person granted a franchise  
20 pursuant to this ordinance who has entered into a franchise  
21 agreement with King County.

22 X. Gross revenues means the annual gross revenue of the  
23 franchisee from all sources in the operation of the cable  
24 communications system, excluding any bad debt, sales tax,  
25 excise tax, or other taxes collected for direct pass-through to  
26 local, state or federal government.

27 Y. Installation means the connection and/or activation of  
28 the system from feeder cable to subscriber terminals.

29 Z. Institutional network means a voice, data and/or video  
30 communications system, whether physically integrated with a  
31 cable system or not, that is constructed, operated or  
32 maintained by a franchisee, whose transmissions are principally  
33 available to persons other than cable television subscribers.

1 AA. Interconnect means the sharing of video, audio and/or  
2 data transmissions between two or more cable systems,  
3 institutional networks and/or users.

4 BB. Minority persons means African-Americans, Hispanics,  
5 Mexican-Americans, Asian Americans, Pacific Islanders, American  
6 Indians and Alaska Natives.

7 CC. Person means any individual, corporation,  
8 partnership, limited partnership, association, joint venture,  
9 organization, or any other legal entity of any kind, and any  
10 lawful trustee, successor, assignee, transferee or personal  
11 representative thereof.

12 DD. Public rights-of-way means the surface of and the  
13 space along, above and below any street, road, highway,  
14 freeway, lane, sidewalk, alley, court, boulevard, parkway,  
15 drive, utility easement, and road right-of-way now or hereafter  
16 held or administered by the county.

17 EE. State means the State of Washington.

18 FF. Subscriber means any person who legally receives  
19 cable service delivered over the cable system.

20 GG. Transfer means any transaction in which:

21 1. an ownership or other interest in a franchisee is  
22 transferred from one person to another person so that control  
23 of the franchisee is transferred, or

24 2. the rights held by the franchisee under a franchise  
25 agreement are transferred or assigned, in whole or in part, to  
26 another person.

27 Provided, the transfer of ownership or other interest in  
28 a franchisee between members of the same immediate family shall  
29 not be a transfer for the purpose of this ordinance so long as  
30 the county is notified of the fact of the transfer of ownership  
31 or other interest no later than fourteen (14) days prior to the  
32 transfer of ownership or other interest, except where the  
33 transfer of ownership or other interest occurs due to death or  
34 disability, in which case the county shall be notified within  
35 fourteen (14) days after the transfer of ownership or other

1 interest. The franchisee shall insure that its insurance  
2 coverage and all other commitments continue in force without  
3 interruption and provide evidence of the same to the county.

4 For the purposes of this provision, a transfer shall be  
5 deemed to be between members of the same family if the  
6 transferee is the spouse, parent, sibling, adopted or natural  
7 child or other lineal descendant of the transferor, or if the  
8 transferee is a trust established for the benefit of such a  
9 person or for the benefit of the transferor. If the ownership  
10 or other interest in the franchisee is held by the trustee of a  
11 trust, then a transfer shall be deemed to be between members of  
12 the same family if the transferee is the spouse, parent,  
13 sibling, adopted or natural child or other lineal descendant of  
14 any other beneficiary of the trust, or any trust created for  
15 the benefit of such a person.

16 Provided further that, the transfer of ownership or other  
17 interest in a franchisee in connection with an internal  
18 reorganization or internal merger to a direct or indirect  
19 parent, subsidiary or affiliated entity under common control  
20 with the franchisee shall not be a transfer for the purpose of  
21 this ordinance so long as:

22 1. the county is notified of the proposed transfer no  
23 later than thirty (30) days prior to the transfer of ownership  
24 or other interest;

25 2. the transferee shall insure that insurance coverage  
26 and all other commitments under the franchise agreement  
27 continue in force and without interruption and provide evidence  
28 of the same to the county no later than thirty (30) days prior  
29 to the proposed transfer; and

30 3. there is no increased risk of liability to the county  
31 or non-performance of the terms of the franchise agreement.

32 HH. Two-way capability means the capacity for two-way  
33 transmission, over the cable system.

34 NEW SECTION. SECTION 4. Grant of authority. Franchise  
35 and permits required.

1 A. A franchise authorizes the use of the county's public  
2 rights-of-way and compatible utility easements, as defined in  
3 the Cable Act, to construct, reconstruct, repair and maintain a  
4 cable system and/or institutional network.

5 B. No person shall construct or operate a cable system in  
6 the county without a franchise granted by the county and a  
7 franchise agreement executed with the county.

8 C. A franchisee must obtain any permits and pay any permit  
9 fees required by the county for use of the public rights-of-  
10 way. Such permits shall be obtained by and issued to a  
11 franchisee prior to any construction, reconstruction, repair or  
12 maintenance activity on any public rights-of-way.

13 D. A franchisee, in consideration of its use of the public  
14 rights-of-way, must pay to the county quarterly a franchise fee  
15 equal to five percent of the franchisee's gross revenues.

16 E. A franchisee is at all times subject to and must comply  
17 with all generally applicable federal, state and local laws,  
18 ordinances, codes, rules, regulations and orders. A franchisee  
19 shall at all times be subject to the exercise of the police  
20 power of the county.

21 NEW SECTION. SECTION 5. Franchises and franchise  
22 agreements.

23 A. The county may grant one or more franchises to serve  
24 all or a specified portion of unincorporated areas of the  
25 county. Any new franchise, renewal, transfer or modification  
26 shall be granted by ordinance and shall be for a term not to  
27 exceed fifteen years from the date the franchise is fully  
28 executed.

29 B. Any franchise granted shall be nonexclusive, and does  
30 not expressly or implicitly preclude the issuance of other  
31 franchises, or affect the county's right to use or authorize  
32 the use of its public rights-of-way to other persons as it  
33 determines appropriate.

34 C. In evaluating an application for a new franchise or a  
35 transfer of a franchise, the county may consider, among other

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1 things, the following factors: the applicant's technical,  
2 financial, and legal qualifications to construct and operate  
3 the proposed system; the nature of the proposed facilities,  
4 equipment, and services; the applicant's record and experience  
5 in constructing and operating cable systems and providing cable  
6 service in other communities, if any; the capability of the  
7 county's public rights-of-way to accommodate the proposed  
8 system; the potential disruption to existing users of the  
9 county's public rights-of-way and the resulting inconvenience  
10 to the public caused by the construction or operation of the  
11 proposed system; and whether the proposal will meet reasonably  
12 anticipated community cable-related needs and interests and  
13 serve the public interest.

14 D. The terms, conditions and provisions of a fully  
15 executed franchise agreement, together with all applicable  
16 laws, ordinances, codes, rules, regulations and orders, enacted  
17 now or in the future, shall define the rights and obligations  
18 of the franchisee and the county relating to the franchise.

19 E. The county may modify franchises consistent with its  
20 police powers as follows:

- 21 1. at the time of renewal, transfer, or other  
22 disposition;
- 23 2. when the franchisee's service area is altered,  
24 provided the franchisee is given thirty (30) days written  
25 notice of the proposed modification and is provided an  
26 opportunity to present arguments against the modification, or  
27 alternatives in lieu of it;
- 28 3. upon giving thirty days written notice to the  
29 franchisee of the proposed modification, provided the  
30 franchisee is given an opportunity to present arguments against  
31 the modification or alternatives in lieu of it;
- 32 4. upon request of the franchisee under the  
33 circumstances provided in the Cable Act; or
- 34 5. when the franchise and/or franchise agreement is  
35 inconsistent with governing laws or statutes.

1 F. Except as expressly provided to the contrary, all costs  
2 incurred by an applicant or franchisee in complying with this  
3 ordinance, the cable rules, a franchise, applicable law, or any  
4 action thereunder shall be the sole responsibility of the  
5 applicant or franchisee and shall not be charged to the county.

6 G. The notice requirements contained in RCW 36.55.040  
7 shall apply to this section.

8 NEW SECTION. SECTION 6. Interpretation of franchise  
9 terms. All franchise agreements shall include the following  
10 provision: The provisions of the cable ordinance and the cable  
11 rules shall apply to the franchise agreement as if fully set  
12 forth in the franchise agreement, and the express terms of this  
13 ordinance and the cable rules will prevail over conflicting or  
14 inconsistent provisions in the franchise agreement unless the  
15 franchise agreement expresses an explicit intent to waive a  
16 requirement of this ordinance and/or the cable rules.

17 NEW SECTION. SECTION 7. Applications for franchise,  
18 renewal, modification or transfer.

19 A. All applications for the following must be filed in  
20 writing with the clerk of the county council:

- 21 1. grant of a new franchise;
- 22 2. renewal of a franchise under the franchise renewal  
23 procedures set forth in the Cable Act and this ordinance;
- 24 3. modification of a franchise agreement; or
- 25 4. transfer of a franchise.

26 B. An applicant shall demonstrate in its application  
27 compliance with all requirements of this ordinance, the cable  
28 rules, and applicable federal, state and local law.

29 C. An application for a new franchise or renewal of an  
30 existing franchise must contain, at a minimum, the following:

- 31 1. information regarding the characteristics and location  
32 of the proposed system;
- 33 2. the applicant's technical and financial ability to  
34 construct and operate the proposed system;

Important

1 3. a proposal for the provision of public, educational  
2 and/or governmental ("PEG") access channels, and equipment and  
3 facilities relating to such channels sufficient to meet  
4 community needs and interest; and

5 4. a proposal to meet future cable-related community  
6 needs and interests.

7 D. If the county issues a request for franchising  
8 proposals or a request for refranchising proposals, an  
9 application must comply with the requirements of such request.

10 E. An application for approval of a transfer of a  
11 franchise must contain, at minimum, information regarding the  
12 applicant's technical and financial ability to construct and  
13 operate the system and a statement that the proposed transferee  
14 will comply with the transferor's franchise agreement, this  
15 ordinance, the cable rules and applicable law.

16 F. An application for a new franchise must be accompanied  
17 by a \$5,000 deposit to cover the costs incurred by the county  
18 to review and process the application. This deposit shall be  
19 made payable to the county and delivered to the clerk of the  
20 council.

21 NEW SECTION. SECTION 8. Franchise renewal.

22 A. Franchises may be renewed using either the formal  
23 process specified in the Cable Act and in subsection B of this  
24 section or the informal process specified in subsection C of  
25 this section.

26 B. The following procedure shall be used for all formal  
27 renewals effected under the Cable Act:

28 1. During the six-month period which begins with the  
29 thirty-sixth month prior to the expiration of a franchise, the  
30 county may on its own initiative, and shall at the request of  
31 the franchisee, commence proceedings which afford the public in  
32 the franchise area appropriate notice and participation to  
33 identify the future cable-related community needs and interests  
34 and to review the franchisee's performance under the franchise.

1           2. Upon completion of the proceeding, the franchisee  
2 may, on its own initiative or at the request of the county,  
3 submit a renewal application. All such applications must meet  
4 the requirements of this ordinance. If the county requests a  
5 renewal proposal, it shall establish a date when the renewal  
6 proposal shall be due, which shall not be less than thirty (30)  
7 days after the request is made.

8           3. Upon submittal of a completed application by the due  
9 date, the county shall notify the public of the application  
10 and, during the four (4) month period which begins on the  
11 completion of any proceedings under subsection B.1., the county  
12 shall issue a preliminary assessment that the franchise should  
13 not be renewed or the county shall grant the renewal. The  
14 county's failure to make a preliminary assessment or to grant  
15 the renewal within the four (4) month period shall be deemed to  
16 be a preliminary assessment that the franchise should not be  
17 renewed and shall entitle the franchisee to the procedure set  
18 out in subparagraph 4.

19           4. Whenever a preliminary assessment is made that a  
20 franchisee should not be renewed, the county may on its own  
21 initiative, and shall at the request of the franchisee,  
22 commence an administrative proceeding by the King County  
23 hearing examiner pursuant to K.C.C. 20.24.080 A.19, after  
24 providing notice to the public and the franchisee, to consider  
25 whether:

26           a. the franchisee has substantially complied with the  
27 material terms of the existing franchise and with applicable  
28 law;

29           b. the quality of the franchisee's service, including  
30 signal quality, response to consumer complaints, and billing  
31 practices, but without regard to the mix, quality, or level of  
32 cable services or other services provided over the system, has  
33 been reasonable in light of community needs;

1 c. the franchisee has the financial, legal, and  
2 technical ability to provide the services, facilities, and  
3 equipment as set forth in the franchisee's proposal; and

4 d. the franchisee's proposal is reasonable to meet the  
5 future cable-related community needs and interests, taking into  
6 account the cost of meeting such needs and interests.

7 The franchisee and the cable office shall be afforded  
8 fair opportunity for full participation in the proceeding. At  
9 the completion of the proceeding, the county shall issue a  
10 written decision granting or denying the renewal based upon the  
11 record of such proceeding, and transmit a copy to the  
12 franchisee.

13 5. Any denial of a renewal shall be based on one or more  
14 adverse findings made with respect to the factors described in  
15 subparagraphs a. through d. of subsection B.4., pursuant to the  
16 record of proceeding under that subsection. The county may not  
17 base a denial of renewal on conditions listed in subparagraphs  
18 a or b of subsection B.4. unless the county has provided the  
19 franchisee with notice and the opportunity to cure, or in any  
20 case in which it is documented that the county has waived its  
21 right to object, or has effectively acquiesced.

22 6. Any franchisee whose renewal proposal has been denied  
23 by a final decision of the county made pursuant to subsection  
24 B. or has been adversely affected by a failure of the county to  
25 act in accordance with the procedural requirements of  
26 subsection B. may appeal such final decision or failure  
27 pursuant to the provisions of the Cable Act.

28 C. Notwithstanding the provisions of subsection B., a  
29 franchisee may submit an informal renewal application pursuant  
30 to this subsection at any time. The following procedure shall  
31 be used for all informal renewal applications:

32 1. A franchisee may submit a renewal application meeting  
33 the requirements of this ordinance. Submission of a renewal  
34 application in accordance with this subsection shall not invoke  
35 the formal application process contained in subsection B.

1           2. Upon submittal of a completed application, the county  
2 shall notify the public of the application and solicit public  
3 comments.

4           3. After receiving the public comments and completing  
5 any other review, the county shall either deny or grant the  
6 renewal. In determining whether to grant or deny the renewal,  
7 the county may consider whether:

8           a. the franchisee has the technical, legal, and  
9 financial ability to provide the services, facilities, and  
10 equipment as set forth in the franchisee's proposal;

11           b. the franchisee has substantially complied with the  
12 material terms of the existing franchise and with applicable  
13 law;

14           c. the quality of the franchisee's service, including  
15 signal quality, response to consumer complaints, billing  
16 practices, service mix, or service level, has been reasonable  
17 in light of community needs;

18           d. the franchisee's proposal is reasonable to meet the  
19 future cable-related community needs and interests, taking into  
20 account the cost of meeting such needs and interests; and

21           e. such other factors consistent with the intent of  
22 this ordinance and the Cable Act.

23           4. The denial of a renewal pursuant to this subsection  
24 shall not affect action on a renewal application that is  
25 submitted in accordance with subsection B.

26           NEW SECTION. SECTION 9. Notices. All notices from a  
27 franchisee to the county pursuant to this ordinance and the  
28 cable rules shall be filed with the cable office. A franchisee  
29 shall maintain with the cable office, throughout the term of  
30 the franchise, an address for service of notices by mail.

31           NEW SECTION. SECTION 10. Insurance requirements.

32           A. For any franchise agreement entered into after the  
33 effective date of this ordinance, a franchisee must carry  
34 commercial general liability, automobile liability and stop gap  
35 or employers liability coverage, each in minimum limits of not

1 less than one million dollars (\$1,000,000.00), in an amount  
2 approved by the King County office of risk management. All  
3 policies must name King County as an additional named insured.

4 B. All policies shall be placed with insurers having a  
5 Bests' rating of no less than A:VIII or, if not rated by Bests,  
6 with surpluses equivalent to or greater than Bests' A:VIII  
7 rating. A franchisee shall send copies of certificates,  
8 endorsements or other adequate evidence of compliance with this  
9 section to the cable office prior to the county's execution of  
10 the franchise agreement.

11 NEW SECTION. SECTION 11. Liability and indemnification.

12 A. All franchise agreements shall contain the following  
13 provision: a franchisee shall have no recourse whatsoever  
14 against the county or its officials, boards, commissions,  
15 agents, or employees for any loss, costs, expenses, or damages  
16 arising out of any provision or requirement of the franchise,  
17 franchise agreement, or this ordinance because of the  
18 enforcement of the franchise, franchise agreement, or this  
19 ordinance except if such loss, costs, expenses or damages are  
20 the result of the sole negligence or misconduct on the part of  
21 the county or its agents.

22 B. All franchise agreements shall contain the following  
23 provision: to the extent permitted by law, a franchisee shall,  
24 at its sole cost and expense, indemnify, hold harmless, and  
25 defend the county and its officers, boards, commissions, agents  
26 and employees, against any and all claims, including but not  
27 limited to third-party claims, suits, causes of action,  
28 proceedings and judgments for damages or equitable relief  
29 arising out of the construction, repair, maintenance or  
30 operation of its cable system, or in any way arising out of the  
31 franchisee's enjoyment or exercise of a franchise granted  
32 pursuant, or otherwise subject, to this ordinance, regardless  
33 of whether the act or omission complained of is authorized,  
34 allowed or prohibited by this ordinance, the cable rules, or a  
35 franchise agreement. This provision includes, but is not

1 limited to, expenses for reasonable legal fees and for  
2 disbursements and liabilities assumed by the county as follows:

3 1. To persons or property, in any way arising out of or  
4 through the acts or omissions of the franchisee, its officers,  
5 employees, or agents or to which the franchisee's negligence  
6 shall in any way contribute;

7 2. Arising out of any claim for invasion of the right of  
8 privacy, for defamation of any person, firm or corporation; or  
9 the violation or infringement of any copyright, trademark,  
10 trade name, service mark or patent; or a failure by the  
11 franchisee to secure consents from the owners, or authorized  
12 distributors of programs to be delivered by the cable system;  
13 or of any other right of any person, excluding claims arising  
14 out of or relating to programming provided by the county;

15 3. Arising out of a franchisee's failure to comply with  
16 the provisions of any federal, state or local statute,  
17 ordinance, rule, or regulation applicable to the franchisee  
18 with respect to any aspect of its cable television business to  
19 which this ordinance, the cable rules, and/or franchise  
20 agreement apply.

21 C. The county shall give the franchisee timely written  
22 notice of the making of any claim or the commencement of any  
23 action, suit or other proceeding covered by this ordinance. In  
24 the event any such claim arises, the county or any other  
25 indemnified party shall tender the defense thereof to the  
26 franchisee and the franchisee shall have the right to defend,  
27 settle, or compromise any claims arising hereunder and the  
28 county shall cooperate fully therein.

29 NEW SECTION. SECTION 12. Security fund or letter of  
30 credit. An applicant for a grant of a franchise or franchise  
31 renewal or transfer must provide the cable office, for deposit  
32 with the King County office of financial management, in an  
33 amount determined by the cable office, but not less than  
34 twenty-five thousand dollars (\$25,000) either a cash security  
35 deposit or an irrevocable letter of credit from a financial

1 institution in a form satisfactory to the manager and the King  
2 County office of financial management prior to the county's  
3 execution of the franchise agreement. The amount of the  
4 deposit shall be based on the scope of the applicant's existing  
5 and proposed cable operations in the county, the applicant's  
6 technical and financial qualifications, and the applicant's  
7 history of compliance with its franchise agreements in the  
8 county and elsewhere. A security deposit or letter of credit  
9 may also be required or the amount of the security deposit or  
10 letter of credit may be raised as a condition of a  
11 modification. The security deposit or letter of credit shall  
12 be used to ensure the faithful performance of the franchise  
13 agreement; compliance with this ordinance, the cable rules,  
14 applicable federal, state, and local law, all orders and  
15 permits; and the payment of any claims, liens, fees, or taxes  
16 due the county that arise by reason of the construction,  
17 operation, repair or maintenance of the cable system. The  
18 county may withdraw funds from the security deposit or make  
19 demand for payment upon the letter of credit for the monetary  
20 amount of any remedy imposed pursuant to this ordinance.

21 NEW SECTION. SECTION 13. Liquidated damages. All  
22 franchise agreements entered into after the effective date of  
23 this ordinance may provide for liquidated damages to  
24 compensate the county for harm caused by violation of this  
25 ordinance, the cable rules, a franchise agreement, or any  
26 applicable law in an amount which is a reasonable forecast of  
27 just compensation for the harm caused by the violation.

28 NEW SECTION. SECTION 14. Non-discrimination.

29 A. A franchisee and/or applicant for a franchise shall not  
30 deny cable service, or otherwise discriminate against any  
31 subscriber, access programmer, or resident on the basis of  
32 race, color, religion, national origin, physical or mental  
33 disability, age, political affiliation, marital status, sexual  
34 orientation, sex or income of the residents of the area in  
35 which the person resides. The franchisee shall comply at all

1 times with all other applicable federal, state and local laws,  
2 rules, and regulations relating to nondiscrimination.

3 B. A franchisee shall not refuse to employ, nor discharge  
4 from employment, nor discriminate against any person in  
5 compensation or in terms, conditions or privileges of  
6 employment because of race, color, religion, national origin,  
7 physical disability, age, political affiliation, marital  
8 status, sexual orientation, sex or income.

9 C. A franchisee shall comply with all applicable federal,  
10 state and local equal employment opportunity requirements.

11 D. The franchisee shall establish, maintain, and execute  
12 an equal employment opportunity plan and a minority/women's  
13 business procurement program which shall be consistent with the  
14 intent of the county's affirmative action and minority/women's  
15 business procurement policies. Upon request, the franchisee  
16 shall file with the cable office a copy of their equal  
17 employment opportunity report submitted annually to the FCC and  
18 shall file with King County office of civil rights and  
19 compliance an annual compliance report detailing its progress  
20 with its minority/women's business procurement program during  
21 the previous year. The franchisee must also provide the cable  
22 office, upon request, copies of all other reports and  
23 information filed with federal, state, or local agencies  
24 concerning equal employment opportunity or employment  
25 discrimination laws. This subsection shall apply only to  
26 franchise agreements entered into after the effective date of  
27 this ordinance.

28 PROVIDED THAT:

29 No provision of this section shall invalidate any other  
30 section of this ordinance.

31 NEW SECTION. SECTION 15. Privacy. A franchisee must  
32 protect the privacy of all subscribers pursuant to the Cable  
33 Act. A franchisee may not condition subscriber service on the  
34 subscriber's grant of permission to disclose information which,  
35 pursuant to federal law, cannot be disclosed.

1            NEW SECTION. SECTION 16. Rates.

2            A. A franchisee must charge uniform prices throughout its  
3 franchise area for basic cable service, except that different  
4 rates may be offered to commercial rate subscribers, and  
5 provided further that reduced rates may be offered to:

- 6            1. new subscribers,  
7            2. subscribers adding a service that they have not  
8 previously received, or  
9            3. disabled, senior citizen, low income or bulk rate  
10 subscribers.

11           A franchisee may change its rates and charges following a  
12 minimum of thirty (30) calendar days prior written notice to  
13 subscribers and the cable office.

14           B. The county expressly reserves the right, subject to the  
15 provisions of state and federal law, to regulate subscriber  
16 rates.

17           NEW SECTION. SECTION 17. Customer service standards.

18           A. Under normal operating conditions a franchisee shall  
19 comply with the customer service standards established under  
20 this ordinance, the cable rules and its franchise. Such  
21 standards shall include, but need not be limited to, the  
22 following:

23           1. The franchisee shall have a local or toll-free  
24 telephone number. The franchisee shall have a location and  
25 procedure approved by the cable office to ensure that  
26 subscribers can conveniently make payments, exchange or accept  
27 equipment, receive responses to inquiries and schedule  
28 appointments during normal business and evening hours and at  
29 least one-half a business day during the weekend.

30           2. Under normal operating conditions, telephone answer  
31 time by the franchisee shall not exceed thirty (30) seconds,  
32 average speed of answer, and busy signals shall not occur more  
33 than three percent of the time. This requirement shall be met  
34 at least ninety (90) percent of the time, measured over any  
35 consecutive ninety (90) day period. The franchisee shall use

*Important*

1 an answering service or be capable of receiving service  
2 complaints and system malfunction reports when the business  
3 office is closed.

4 3. Installation work shall be performed in a timely  
5 manner. The franchisee shall offer a choice of morning or  
6 afternoon appointments within a four (4) hour time period and  
7 may offer all day appointments for service, installation, or  
8 disconnection if it is necessary to enter the subscriber's  
9 residence. If the franchisee fails to keep two (2) or more  
10 consecutive scheduled appointments with a subscriber, and fails  
11 to give notice to the subscriber at least two (2) hours prior  
12 to the scheduled appointment time, the franchisee shall give a  
13 service credit to that subscriber.

14 4. A franchisee must have available twenty-four (24)  
15 hours a day, seven (7) days a week, personnel and equipment  
16 capable of locating and correcting major cable system outages.  
17 A major cable system outage is an outage which results in the  
18 loss of cable service to ten (10) or more subscribers on fifty  
19 (50) percent or more of the subscribers' channels or picture  
20 impairment visible to ten (10) or more subscribers on fifty  
21 (50) percent or more of the subscribers' channels. Major cable  
22 system outages must be corrected without delay. Corrective  
23 action for other cable system outages must be initiated by the  
24 franchisee not later than one (1) business day after the  
25 customer service call is received and must be completed as  
26 promptly as possible. Corrective action for all other service  
27 problems must be initiated by the franchisee not later than two  
28 (2) business days after the customer service call is received  
29 and must be completed as promptly as possible. A franchisee  
30 may intentionally interrupt service on the cable system only  
31 for good cause and for the shortest time possible. Upon  
32 request of a subscriber, the franchisee shall provide a rebate  
33 to subscribers, pro-rated, for any service problem caused by  
34 the franchisee that exceeds twenty-four (24) hours.

1           5. A franchisee shall provide each subscriber at the  
2 time cable service is installed, and upon request, with written  
3 subscriber information, which includes procedures for handling  
4 complaints and a schedule of service rates and charges as well  
5 as credits required by law.

6           6. All subscriber bills must clearly indicate charges,  
7 broken down to indicate the charge for each service, or group  
8 of services charged as a unit, equipment, and any other fees  
9 included on the bill.

10           7. A franchisee is prohibited from offering any service  
11 by a negative option.

12           8. A subscriber may voluntarily disconnect service at  
13 any time; however, voluntary disconnection does not excuse a  
14 subscriber from fulfilling its contract obligations. A  
15 franchisee may disconnect service to a subscriber for cause or  
16 if at least thirty (30) days have elapsed after the due date  
17 for payment of a bill and the franchisee has provided written  
18 notice that service will be disconnected if the bill is not  
19 paid in full by a specific date.

20           9. A franchisee may not refer, or cause to be entered, a  
21 negative report to any consumer credit reporting agency,  
22 association or bureau unless thirty (30) days have elapsed  
23 after sending notice to the customer at the last service  
24 address or billing address of record after disconnection has  
25 occurred.

26           B. The transmission of obscene programming is prohibited.  
27 The county expressly reserves the right to restrict or  
28 condition the provision of cable services that are otherwise  
29 constitutionally unprotected.

30           NEW SECTION. SECTION 18. Technical standards. A  
31 franchisee shall comply with all applicable technical standards  
32 including, but not limited to, the National Electrical Safety  
33 Code, the National Electric Code, and standards established by  
34 the FCC, the National Television Systems Committee and the  
35 county.

1            NEW SECTION. SECTION 19. Minimum facilities and  
2 services.

3            A. Consistent with the Cable Act every cable system  
4 constructed, reconstructed or upgraded after the effective date  
5 of this ordinance:

6            1. shall have a two-way capability;

7            2. shall provide PEG access facilities, equipment,  
8 and/or channels; and

9            3. may be required to provide an institutional network.

10           B. The county may require, in the franchise agreement, a  
11 franchisee to interconnect its system with any or all of the  
12 other cable systems in areas of King County so as to enable  
13 each such system to carry and cablecast the public, educational  
14 and government access programming carried on each system and on  
15 institutional networks with channel capacity designated for  
16 educational and governmental use. Interconnection may be done  
17 by direct cable connection, microwave link, satellite or other  
18 appropriate method.

19           C. A franchisee must make cable service available for the  
20 standard installation charge to all persons within its  
21 franchise area who request cable service and agree to subscribe  
22 for a minimum period of one year if, using the most direct  
23 route, the distance the distribution line would be extended to  
24 provide service divided by the number of people requesting  
25 service is not more than three hundred (300) feet from the  
26 cable system, and the drop distance is not more than one  
27 hundred fifty (150) feet from the cable system. Cable service  
28 shall be provided to all persons who are not within these  
29 distances if the person agrees to pay the full cost to provide  
30 cable service beyond these distances.

31           D. The franchisee shall provide, at a minimum, the mix  
32 quality and level of services listed in the franchise  
33 agreement. Those services within the franchisee's control  
34 shall not be changed without thirty (30) days prior written  
35 notice to subscribers and the cable office in a manner approved

1 by the cable office, which provides full and clear disclosure  
2 of the following:

- 3 1. the franchisee's proposed change;  
4 2. the franchise agreement requires certain services;  
5 and

6 3. comments made by subscribers to King County will be  
7 considered in evaluating any proposed change that require  
8 county approval.

9 E. All franchisees shall provide for immediate access by  
10 King County in emergency situations and must have the ability  
11 to override programming with emergency programming provided by  
12 King County during these emergency situations.

13 NEW SECTION. SECTION 20. Local origination.

14 A franchisee may be required in the franchise agreement to  
15 produce up to two hours of local origination programming per  
16 day, seven days per week, for viewing between 4:00 p.m. and  
17 10:00 p.m. It is the policy of the county to encourage local  
18 origination programming, including programming of interest and  
19 applicability to children, senior citizen, minority and  
20 disabled residents. This section shall not apply to franchises  
21 granted prior to the effective date of this ordinance.

22 NEW SECTION. SECTION 21. Reports and records.

23 A. The county and its representatives shall have the  
24 authority, upon reasonable notice, to inspect a franchisee's  
25 books, records, facilities, and any other items and to require  
26 a franchisee to keep, develop and produce books, records,  
27 reports, summaries, tests, lists and other items regarding the  
28 franchisee's operations in unincorporated King County that the  
29 county deems necessary to monitor a franchisee's compliance,  
30 its franchise, this ordinance, the cable rules, or applicable  
31 law. Such authority shall include, but not be limited to, the  
32 right to audit a franchisee's books and records and to inspect  
33 and test a franchisee's technical facilities.

34 B. A franchisee shall pay all of the county's costs  
35 associated with an audit, reaudit, inspection, reinspection,

1 test or retest if it is determined that the franchisee has not  
2 materially complied with its franchise, this ordinance, the  
3 cable rules, or applicable law. If the audit determines that  
4 the franchisee's franchise fee payment was less than the amount  
5 owed to the county, the franchisee shall pay to the county any  
6 deficiency plus interest on the deficiency equal to twelve  
7 percent per annum interest compounded daily from the date the  
8 franchise fee payment was due.

9 NEW SECTION. SECTION 22. Performance evaluation. The  
10 cable office may conduct such periodic performance evaluations  
11 of a franchisee to ensure compliance with the franchise  
12 agreement and all applicable laws and may conduct community  
13 needs assessments. A franchisee shall cooperate fully with  
14 these evaluations and assessments. If the cable office  
15 implements a survey of cable subscribers in connection with a  
16 performance evaluation, the franchisee may be required to  
17 distribute the cable office's survey to its subscribers at the  
18 county's expense.

19 NEW SECTION. SECTION 23. Revocation, expiration or  
20 abandonment.

21 A. The county executive may revoke the franchise and  
22 franchise agreement pursuant to the notice and order procedure  
23 contained in this ordinance if:

24 1. a franchisee has committed a material breach of the  
25 franchise agreement; or

26 2. there has occurred an assignment for the benefit of  
27 creditors or the appointment of a receiver or trustee to take  
28 over the business of the franchisee, whether in a receivership,  
29 reorganization, bankruptcy assignment for the benefit of  
30 creditors, or other action or proceeding, unless within that  
31 one hundred twenty day period such assignment, receivership or  
32 trusteeship has been vacated; or

33 3. any part of the franchise or cable system is  
34 foreclosed or sold at a judicial sale.

1 B. Upon the expiration or revocation of a franchise and  
2 franchise agreement or abandonment of the cable system, the  
3 county may:

4 1. require the former franchisee to remove all portions  
5 of the cable system from all streets and public property within  
6 the franchise area that are above ground or are below ground  
7 and constitute a hazard to the health, welfare or safety of  
8 county residents and restore county property to the county's  
9 reasonable satisfaction. If the former franchisee fails to  
10 comply within the time specified, the county may remove any  
11 facilities and equipment, restore county property to the  
12 county's satisfaction, and recover any costs incurred from the  
13 franchisee or its assignees; or

14 2. require transfer to an owner acceptable to King  
15 County or acquire ownership of the cable system for an  
16 equitable price in the case of revocation, and at fair market  
17 value in the case of any other franchise termination.

18 NEW SECTION. SECTION 24. Continuity of service  
19 mandatory.

20 A. Subscriber contracts shall give to subscribers the  
21 right to receive all available services from the franchisee as  
22 long as their financial and other obligations to the franchisee  
23 are satisfied.

24 B. The franchisee must ensure that all subscribers  
25 receive continuous, uninterrupted service. In the event of a  
26 revocation of the franchise, expiration which occurs without  
27 the franchisee having given notice pursuant to this section or  
28 abandonment of the cable system, the franchisee shall continue  
29 to operate the cable system for a period determined by the  
30 cable manager not to exceed eighteen (18) months from the date  
31 of such revocation or expiration, in order to provide for an  
32 orderly transition to another cable system operator without  
33 interruption of service. During such period the cable system  
34 must be operated under the same terms and conditions as  
35 required by this ordinance, the cable rules, and the franchise

1 agreement, except to the extent the county waives any franchise  
2 condition.

3 C. If the franchisee elects not to renew a franchise, the  
4 franchisee shall notify the county of its intent not less than  
5 twelve (12) months prior to the expiration date of the  
6 franchise. Failure to provide this notification will subject  
7 the franchisee to the continuity of service provision in this  
8 section of the ordinance.

9 NEW SECTION. SECTION 25. Enforcement remedies.

10 A. The county may seek legal and/or equitable relief from  
11 any court of competent jurisdiction in the event a person  
12 violates this ordinance, the cable rules, a franchise  
13 agreement, or applicable federal, state or local law. In  
14 addition, the county has the right to impose any one or  
15 combination of the following remedies: collect liquidated  
16 damages as provided for in the franchise agreement, assess  
17 civil penalties in an amount up to one hundred (100) dollars  
18 per violation, require corrective action to remedy the  
19 violation, and/or revoke the franchise and franchise agreement.  
20 Each day a violation continues may be considered an additional  
21 violation. Any remedy or remedies set forth in this section  
22 may be:

- 23 1. recovered by legal action filed in King County  
24 superior court by the prosecuting attorney on behalf of King  
25 County; or
- 26 2. imposed by an administrative notice and order issued  
27 pursuant to this ordinance by the director of the King County  
28 department of executive administration, provided that only the  
29 county executive shall have the authority to revoke a franchise  
30 and franchise agreement.

31 B. In determining which remedy or remedies are  
32 appropriate, the county shall take into consideration the  
33 nature of the violation and the harm caused by it, the nature  
34 of the remedy required in order to remedy such harm and prevent

1 further violations, and such other matters as the cable office  
2 determines are appropriate.

3 C. Failure of the county to enforce any requirements of  
4 this ordinance, the cable rules, the franchise agreement or  
5 applicable law shall not constitute a waiver of the right to  
6 enforce that requirement, or subsequent violations of the  
7 requirement, or to seek appropriate enforcement remedies, nor  
8 shall it relieve a franchisee of the obligation to comply with  
9 any requirement.

10 D. A person's payment of liquidated damages or penalties  
11 or the county's imposition of any remedy shall not relieve the  
12 person of the obligation to comply with the requirements of  
13 this ordinance, the cable rules, a franchise agreement, an  
14 order of the county or applicable law.

15 E. Any sum recovered by the county from the required  
16 security fund or letter of credit under the terms of this  
17 section shall not be a limitation upon the liability of the  
18 franchisee to the county and shall not constitute an election  
19 of remedies.

20 F. In the event of any dispute between the franchisee and  
21 the county arising out of this ordinance, the cable rules or  
22 the franchise agreement, the franchisee shall pursue and  
23 exhaust all available administrative remedies pursuant to law  
24 prior to pursuing any appropriate legal action.

25 G. The revocation or forfeiture of any franchise shall  
26 not affect any of the county's rights under the franchise or  
27 under any provision of law.

28 H. No enforcement remedy shall be imposed except in  
29 accordance with due process of law.

30 NEW SECTION. SECTION 26. Notice and order procedure.

31 A. Any remedy imposed by administrative notice and order  
32 shall be imposed following the procedure outlined in this  
33 section.

34 B. The notice and order shall contain:

1           1. a statement that the county has found the person to  
2 be in violation of this ordinance, the cable rules, a franchise  
3 agreement or any applicable law, with a brief and concise  
4 description of the conditions found to be in violation;

5           2. a statement of any corrective action required to be  
6 taken. If the county has determined that corrective action is  
7 required, the order shall require that all corrective action  
8 commence within such time and be completed within such time as  
9 the county determines is reasonable under the circumstances;

10           3. a statement specifying the amount of the civil  
11 penalty assessed, if any, on account of the violation and, if  
12 applicable, the conditions on which assessment of such civil  
13 penalty is contingent;

14           4. a statement advising that the order shall become  
15 final unless, no later than ten days after the notice and order  
16 are served, any person aggrieved by the order requests in  
17 writing an appeal before the hearing examiner.

18           C. Service of the notice and order shall be made upon all  
19 persons identified in the notice and order either personally or  
20 by mailing a copy of such notice and order by certified mail,  
21 postage prepaid, return receipt requested. If the address of  
22 any such person cannot reasonably be ascertained, a copy of the  
23 notice and order shall be mailed to such person at the address  
24 of the location of the violation. The failure of any such  
25 person to receive such notice shall not affect the validity of  
26 any proceedings taken under this chapter. Service by certified  
27 mail shall be effective on the date of postmark.

28           D. Any person aggrieved by the order of the county may  
29 request in writing within ten days of the service of the notice  
30 and order an appeal hearing before the King County hearing  
31 examiner pursuant to K.C.C. 20.24.080 A.19. The request shall  
32 cite the notice and order appealed from and contain a brief  
33 statement of the reasons for seeking the appeal hearing.

34           1. The appeal hearing shall be conducted on the record  
35 and the hearing examiner shall have such rule-making and other

1 powers necessary for conduct of the hearing as specified by  
2 K.C.C. 20.24.150. Such appeal hearing shall be conducted  
3 within a reasonable time after receipt of the request for  
4 appeal. Written notice of the time and place of the hearing  
5 shall be given at least ten days prior to the date of the  
6 hearing to each appealing party, to the cable manager, and to  
7 other interested persons who have requested in writing that  
8 they be so notified. The county may submit a report and other  
9 evidence indicating the basis for the enforcement order. Each  
10 party shall have the following rights, among others:

11 a. to call and examine witnesses on any matter relevant  
12 to the issues of the hearing;

13 b. to introduce documentary and physical evidence;

14 c. to cross-examine opposing witnesses on any matter  
15 relevant to the issues of the hearing;

16 d. to impeach any witness regardless of which party  
17 first called him to testify;

18 e. to rebut evidence against him;

19 f. to represent himself or to be represented by anyone  
20 of his choice who is lawfully permitted to do so.

21 2. Following review of the evidence submitted, the  
22 hearing examiner shall make written findings and conclusions,  
23 and shall affirm or modify the order previously issued if he  
24 finds that a violation has occurred. He shall reverse the  
25 order if he finds that no violation occurred. The written  
26 decision of the hearing examiner shall be mailed by certified  
27 mail, postage prepaid, return receipt requested to all the  
28 parties.

29 E. Any order duly issued by the county pursuant to the  
30 procedures contained in this ordinance shall become final ten  
31 days after service of the notice and order unless a written  
32 request for hearing is received by the hearing examiner within  
33 the ten-day period. Enforcement of any notice and order of the  
34 county issued pursuant to this ordinance shall be stayed during  
35 the pendency of any appeal under this ordinance.

1 F. An order which is subjected to the appeal procedure  
2 shall become final twenty days after mailing of the hearing  
3 examiner's decision unless within that time period an aggrieved  
4 person initiates review by writ of certiorari in King County  
5 Superior Court.

6 NEW SECTION. SECTION 27. Municipal cable system  
7 ownership authorized.

8 A. The county may construct, own, and/or operate a cable  
9 system.

10 B. Nothing in this ordinance, the cable rules or a  
11 franchise agreement shall be interpreted to affect the right of  
12 the county to acquire the property of the franchisee, either by  
13 purchase or through the exercise of its right of eminent  
14 domain, for an equitable price in the case of revocation, and  
15 at fair market value in the case of any other form of franchise  
16 termination. Further, nothing in this ordinance, the cable  
17 rules, or a franchise agreement shall be interpreted to  
18 contract away, modify, or abridge, whether for a term or in  
19 perpetuity, the county's right of eminent domain.

20 NEW SECTION. SECTION 28. Administration.

21 A. This ordinance shall be implemented by means of  
22 administrative rules adopted by the King County department of  
23 executive administration in accordance with the provisions of  
24 K.C.C. 2.98. These rules shall, at a minimum, contain  
25 requirements for applications for new franchises and franchise  
26 renewals, modifications and transfers, insurance coverage,  
27 security funds, letters of credit, restoration bonds, minimum  
28 facilities, service and line extensions, payment of franchise  
29 fees, reports and records, customer service, use of public  
30 rights-of-way, technical standards, and price arbitration. All  
31 rules shall comply with the intent of this ordinance and with  
32 applicable federal, state, and local law. All such rules shall  
33 have the force of law.

1           B. This ordinance, the cable rules, and all franchise  
2 agreements shall be administered and enforced by the cable  
3 office. The functions of the cable office shall be to:

4           1. implement cable policy, this ordinance, the cable  
5 rules, and franchise agreements;

6           2. facilitate the resolution of complaints received from  
7 any person;

8           3. supervise government programming with respect to PEG  
9 operations or coordinate with any PEG access management  
10 authority designated by the county;

11           4. provide public information;

12           5. monitor cable policy and related developments in  
13 other jurisdictions and make recommendations for changes to  
14 county cable television policy;

15           6. develop and maintain productive relationships with  
16 franchisees, other cable system operators, and interested  
17 community groups to assure responsiveness to the needs and  
18 interests of the community;

19           7. provide staff assistance to any cable-related  
20 advisory committee or regulatory agency hereafter established.

21           NEW SECTION. SECTION 29. Applicability to current  
22 franchise agreements. This ordinance and the cable rules shall  
23 be applicable to all existing cable franchises and all  
24 franchises issued in the county in the future.

25           NEW SECTION. SECTION 30. Severability. If any part,  
26 section, subsection, or other portion of this ordinance and the  
27 cable rules or any application thereof to any person or  
28 circumstance is declared void, unconstitutional or invalid for  
29 any reason, such part, section, subsection, or other portion,  
30 or the prescribed application thereof, shall be severable, and  
31 the remaining provisions of this ordinance and the cable rules,  
32 and all applications thereof not having been declared void,  
33 unconstitutional or invalid, shall remain in full force and  
34 effect. The county declares that no invalid or prescribed

1 provision or application was an inducement to the enactment of  
2 this ordinance, and that it would have enacted this ordinance  
3 regardless of the invalid or prescribed provision or  
4 application.

5 INTRODUCED AND READ for the first time this 1<sup>st</sup> day  
6 of July, 1991.

7 PASSED this 12<sup>th</sup> day of November, 1991.

8  
9

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Eric North  
Chair

10  
11  
12

ATTEST:

Gerald A. Peterson  
Clerk of the Council

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15 APPROVED this 22<sup>nd</sup> day of November, 1991.

16  
17

Jim Hill  
King County Executive