

**12133**

Appendix \_

**FRANCHISE AGREEMENT  
BETWEEN**

**TELE-VUE SYSTEMS, INC. D/B/A VIACOM CABLE  
AND  
KING COUNTY, WASHINGTON  
1996**

## CABLE SYSTEMS

FRANCHISE NO. \_\_

In the matter of the application of Tele-Vue Systems, Inc. d/b/a Viacom Cable, for a Franchise to construct, operate and repair a Cable System in, over, along and under County streets, alleys, roads and compatible utility easement rights-of-way in King County, Washington for the purpose of transmitting cable television services.

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Tele-Vue Systems, Inc. d/b/a Viacom Cable filed an Application for a Franchise to construct, operate and repair a Cable System in, over, along and under County roads and appropriate right-of-way within the unincorporated portion of the area described in Appendix A for the purpose of providing cable television services. The King County Council held a public hearing on the Application on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Legal notice of the Application and of the hearing were given as required by law.

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The King County Council having considered the interests proposed and advanced, has found that the grant of a Franchise, subject to conditions, is in the public interest. It hereby ORDERS, pursuant to Ordinance No. \_\_\_\_\_, that a Cable System Franchise is granted to Tele-Vue Systems, Inc. d/b/a Viacom Cable subject to the conditions set forth in the Franchise Agreement attached as Appendix B hereto, this Franchise and Ordinance No. \_\_\_\_\_. This Franchise grants the right, subject to conditions, to construct, operate and repair a Cable System in, over, along and under County roads and appropriate right-of-way within the unincorporated portions of the area described in Appendix A for the purpose of transmitting cable television services commencing on the effective date of the Franchise through and including [February 6, 2005]. The Franchise shall become effective when the Franchisee has:

- I. Signed the Franchise Agreement attached as Appendix B;
- II. Signed the Construction Agreement Filed attached as Appendix C;
- III. Signed an unconditional acceptance of this Franchise attached as Appendix D; and
- IV. Made all payments, posted all securities and supplied all information that it is required to supply prior to or upon the effective date of the Franchise.

Provided that, all these actions must be completed within 30 days of the effective date of Ordinance No. \_\_\_\_\_, or the Franchise shall be null and void and without effect.

Tele-Vue Systems, Inc. d/b/a Viacom Cable King County, Washington

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

Those portions of the following described area located within the unincorporated portions of King County, Washington:

### PARCEL ONE (Formerly Franchise No. 548)

Beginning at the N.E.  $\frac{1}{4}$  corner of Section 10, Twp. 26 N., R. 5, E.W.M.; thence southerly along the east line of Section 10, Twp. 26 N., R. 5, E.W.M. to the S.E.  $\frac{1}{4}$  corner of said section; thence southerly along the east line of Section 15, Twp. 26 N., R. 5, E.W.M. to the S.E.  $\frac{1}{4}$  corner of said section; thence southerly along the east line of Section 22, Twp. 26 N., R. 5, E.W.M. to the S.E.  $\frac{1}{4}$  corner of said section; thence southerly along the east line of Section 27, Twp. 26 N., R. 5, E.W.M. to the S.E.  $\frac{1}{4}$  corner of said section; thence southerly along the east line of Section 34, Twp. 26 N., R. 5, E.W.M. to the S.E.  $\frac{1}{4}$  corner of said section; thence westerly along the south line of Section 34, Twp. 26 N., R. 5, E.W.M. to the intersection with the centerline of 132nd Ave. N.E.; thence southerly along the centerline of 132nd Ave. N.E. to the east  $\frac{1}{4}$  corner of Section 9, Twp. 25 N., R. 5, E.W.M.; thence westerly along the east-west centerline of Section 9, Twp. 25 N., R. 5, E.W.M. to the intersection with the centerline of N.E. 72nd Pl.; thence northwesterly along the centerline of N.E. 72nd Pl. to the intersection with the west line of Section 9, Twp. 25 N., R. 5, E.W.M.; thence northerly along the west line of Section 9, Twp. 25 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 4, Twp. 25 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 33, Twp. 26 N., R. 5, E.W.M. to the intersection with the centerline of N.E. 112th St.; thence westerly along the centerline of N.E. 112th St. to the S.W. corner of the N.W.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of Section 32, Twp. 26 N., R. 5, E.W.M.; thence westerly along the south line of the N.E.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of Section 31, Twp. 26 N., R. 5, E.W.M. to the intersection with the east shoreline of Lake Washington; thence northwesterly along the east shoreline of Lake Washington in Section 31, Twp. 26 N., R. 5, E.W.M. to the intersection with the west line of said section; thence northwesterly along the east shoreline of Lake Washington in Section 36, Twp. 26 N., R. 4, E.W.M. to the intersection with the north line of said section; thence northwesterly along the east shoreline of Lake Washington in Section 25, Twp. 26 N., R. 4, E.W.M. to the intersection with the west line of said section; thence northwesterly along the east shoreline of Lake Washington in Section 26, Twp. 26 N., R. 4, E.W.M. to the intersection with the north line of said section; thence northwesterly along the east shoreline of Lake Washington in Section 23, Twp. 26 N., R. 4, E.W.M. to the intersection with the north line of said section; thence northwesterly along the east shoreline of Lake Washington in Section 14, Twp. 26

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N., R. 4, E.W.M. to the intersection with the north line of said section; thence easterly along the north line of Section 14, Twp. 26 N., R. 4, E.W.M. to the N.E.  $\frac{1}{4}$  corner of said section; thence easterly along the north line of Section 13, Twp. 26 N., R. 4, E.W.M. to the N.E.  $\frac{1}{4}$  corner of said section; thence southerly along the east line of Section 13, Twp. 26 N., R. 4, E.W.M. to the S.E.  $\frac{1}{4}$  corner of said section; thence easterly along the north line of Section 19, Twp. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 17, Twp. 26 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence easterly along the north line of Section 17, Twp. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$  corner of said section; thence easterly along the north line of Section 16, Twp. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 10, Twp. 26 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence easterly along the north line of Section 10, Twp. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$  corner of said section and the true point of beginning.

Less any portion lying within an incorporated area.

**PARCEL TWO**  
**(Formerly Franchise No. 549)**

Beginning at a point on the centerline of the Bellevue-Redmond road at the intersection with the north line of Section 24, Twp. 25, R. 5 E.W.M.; thence east along said north line of Section 24 to the centerline of 172nd Ave. N.E.; thence south along said centerline of 172nd Ave. N.E. and the southerly extension thereof to the S.E. corner of the N.E.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of Section 25, Twp. 25 N., R. 5, E.W.M.; thence east to a point on the west shore of Lake Sammamish; thence southerly along said west shore of Lake Sammamish to its intersection with the North line of Section 13, Twp. 24 N., R. 5, E.W.M.; thence east across Lake Sammamish to a point on the east shore of the Lake which is also on the north line of Section 17, Twp. 24 N., R. 6, E.W.M.; thence continuing east along said north line of Section 17 and Section 16 to the northeast corner thereof; thence south along the east line of said Section 16 and Section 21, Twp. 24 North R. 6, E.W.M., to the southeast corner thereof; thence west along the south line of said Section 21, and continuing west along the south lines of Section 20, 19, and 24 to the southwest corner thereof; thence north along the west line of said Section 24 to northwest corner thereof; thence west along the south line of section 14, Twp. 24 N., R. 5, E.W.M. to the southwest corner of said Section 14; thence north along the west lines of Sections 14 and 11 to the northwest corner of said Section 11; thence west three fourths of a mile along the north line of Section 10 to a point; thence north along the centerline of the west half of Section 3, Twp. 24 N., R. 5, E.W.M. to a point on the north line of said Section 3; thence along the north line of said Section 3 and continuing west along the north line of Section 4 to a point which is on the centerline of the west half of Section 33, Twp. 25 N., R. 5, E.W.M.; thence north along said centerline of the west half of Section 33 to a point on the north line of said Section; thence east along the north line of said Section 33 and continuing east along the north lines of Sections 34 and 35 to the northeast corner of said Section 35; thence north along the east line of Section 26, and continuing north along the east line of Section 23 to a point on the centerline of the Bellevue-Redmond Road; thence northeasterly along the centerline of said Bellevue-Redmond Road to the point of beginning.

Also beginning at the southeast corner of Section 32, Twp. 24 N., R. 6, E.W.M.; thence north along the east line of Section 32 to the northeast corner; thence east to the west city limits of Issaquah; thence northerly along said city limits to north line of Section 29, Twp. 24 N., R. 6; thence west along the north lines of Sections 29 and 30 to the northwest corner of Section 30; thence south along said west line to the southwest corner of Section 30; thence west along the north line of Sections 36, 35, 34 and 33, Twp. 24, R. 5, E.W.M. to the northwest corner of said Section 33; thence south to the southwest corner of Section 33; thence east along the south lines of Sections 33, 34, 35 and 36, Twp. 24, R. 5, E.W.M. and Sections 31 and 32, Twp. 24, R. 6, E.W.M. to the point of beginning.

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Less any portion lying within an incorporated area.

**PARCEL THREE**  
**(Formerly Franchise No. 550)**

Beginning at the northeast corner of Twp. 26 N., R. 6, E.W.M.; thence southerly along the east line of Twp. 26 N., R. 6, E.W.M. to the southeast corner of said township; thence southerly along the east line of Twp. 25 N., R. 6, E.W.M. to the southeast corner of said township; thence southerly along the east line of Twp. 24 N., R. 6, E.W.M. to the southeast  $\frac{1}{4}$  corner of Sec. 24, Twp. 24 N., R. 6, E.W.M.; thence westerly along the south line of Section 24, Twp. 24 N., R. 6, E.W.M. to the southwest  $\frac{1}{4}$  corner of said section; thence westerly along the south line of Section 23, Twp. 24 N., R. 6, E.W.M. to the southwest  $\frac{1}{4}$  corner of said section; thence westerly along the south line of Section 22, Twp. 24 N., R. 6, E.W.M. to the southwest corner of said section; thence northerly along the west line of Section 22, Twp. 24 N., R. 6, E.W.M. to the northwest corner of said section; thence northerly along the west line of Section 15, Twp. 24 N., R. 6, E.W.M. to the northwest  $\frac{1}{4}$  corner of said section; thence southwestwardly along a straight line from the northwest  $\frac{1}{4}$  corner of Section 15, Twp. 24 N., R. 6, E.W.M. to the intersection of the centerline of East Lake Sammamish Road and S.E. 42nd Pl.; thence northwestwardly along the centerline of East Lake Sammamish Road to the intersection with the south line of the N.E.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of Section 18, Twp. 25 N., R. 6, E.W.M.; thence westerly along the south line of the N.E.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of Section 18, Twp. 25 N., R. 6, of said E.W.M. to the southwest corner of the N.E.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of said section; thence westerly along the south line of the N.W.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of Section 18, Twp. 25 N., R. 6, E.W.M. to the southwest corner of the N.W.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$  of said section; thence northerly along the west line of Section 18, Twp. 25 N., R. 6, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 7, Twp. 25 N., R. 6, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 6, Twp. 25 N., R. 6, E.W.M. to the intersection with the centerline of the Union Hill Road; thence southwestwardly along the centerline of the Union Hill Road to the intersection with the centerline of the Avondale Road; thence northeasterly along the centerline of the Avondale Road to the intersection with the east-west centerline of Section 31, Twp. 26 N., R. 6, E.W.M.; thence westerly along the east-west centerline of Section 31, Twp. 26 N., R. 6, E.W.M. to the west  $\frac{1}{4}$  corner of said section; thence westerly along the east-west centerline of Section 36, Twp. 26 N., R. 5, E.W.M. to the west  $\frac{1}{4}$  corner of said section; thence westerly along the east-west centerline of Section 35, Twp. 26 N., R. 5 E.W.M. to the west  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 35, Twp. 26 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 26, Twp. 26 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 23, Twp. 26 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 14, Twp. 26 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 11, Twp. 26 N., R. 5,



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E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 2, Twp. 26 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence easterly along the north line of Twp. 26 N., R. 5, E.W.M. to the northeast corner of said township; thence easterly along the, north line of Twp. 26 N., R. 6, E.W.M. to the northeast corner of said township and the true point of beginning.

Less any portion lying within an incorporated area.

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## PARCEL FOUR

(Formerly Franchise No. 560)

Area bounded as follows:

North - North line Township 21 N.

South - Southerly Boundary of King County

East - East lines Sec. 4-9-16-21-28 Twp. 21 N., R. 5, E.W.M.

West - Puget Sound Shoreline

Less any portion lying within an incorporated area.

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PARCEL FIVE

(Formerly Franchise No. 561)

Those portions of Section 11, of the west half of Section 13, and of Section 14 lying southerly of the Sunset Highway (US 90); also the east half of the N.E.  $\frac{1}{4}$  of Section 22; the north half of Section 23; and the N.W.  $\frac{1}{4}$  of Section 24; all in Twp. 24 N., R. 5, E.W.M., in King County, Washington.

EXCEPTING any portion thereof lying within the presently existing boundaries of Franchise #561; and

EXCEPTING any portion thereof lying within the corporate limits of the City of Bellevue.

ALSO the area bounded as follows:

North - S.E. 24th Street  
South - S.E. 48th Street  
East - Bellevue City Limits to Intersection with West line of Section 11,  
Twp. 24 N., R. 5, E.W.M., thence South along the West line of  
Sections 11 and 14 to S.E. 48th.  
West - City Limits of Bellevue

Less any portion lying within an incorporated area.

**PARCEL SIX**  
**(Formerly Franchise No. 569)**

Beginning at Intersection of Lake Washington Shoreline and North line of Section 20, Twp. 24 N., R. 5, E.W.M.;  
thence east along north line of Sections 20, 21, 22 & 23, Twp. 24 N., R. 5, E.W.M. to Northeast corner of Section 23;  
thence south along east line said Section 23 to northwest corner of Section 25;  
thence east along north line of said Section 25 to northeast corner of said Section 25;  
thence south along east line of said Section 25 to southeast corner;  
thence west along south lines of Sections 25, 26, 27, 28, 29, Twp. 24 N., R. 5, E.W.M. to shoreline of Lake Washington;  
thence northerly along said shoreline to beginning.

Less any portion lying within an incorporated area.

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**PARCEL SEVEN  
(Formerly Franchise No. 5175 (and 5311))**

That area of unincorporated King County which includes all of Vashon island and all of Maury Island.

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**PARCEL EIGHT**  
**(Formerly Franchise No. 614)**

Beginning at the N.E.  $\frac{1}{4}$  of Section 3, T. 26 N., R. 5, E.W.M.; thence southerly along the east line of Section 3, T. 26 N., R. 5, E.W.M. to the southeast corner of said section; thence westerly along the south line of Section 3, T. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$  corner of Section 9, T. 26 N., R. 5, E.W.M.; thence southerly along the east line of Section 9, T. 26 N., R. 5, E.W.M.; to the S.E.  $\frac{1}{4}$  corner of said section; thence westerly along the south line of Section 9, T. 26 N., R. 5, E.W.M. to the S.W.  $\frac{1}{4}$  corner of said section which point is the S.E.  $\frac{1}{4}$  of Section 8; thence westerly along the south line of Section 8, T. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$  of Section 18, T. 26 N., R. 5, E.W.M.; thence southerly to the east line of said section to the S.E.  $\frac{1}{4}$  of Section 18, T. 26 N., R. 5, E.W.M.; thence westerly along the south line of said section to the S.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of said section to the N.W.  $\frac{1}{4}$  corner; thence northerly along the west line of Section 7, T. 26 N., R. 5, E.W.M. to the N.W.  $\frac{1}{4}$  corner of said section; thence northerly along the west line of Section 6, T. 26 N., R. 5, E.W.M.; to the N.W.  $\frac{1}{4}$  corner of said section; thence easterly along line of Section 6, T. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$ , corner of said section; thence easterly along the north line of Section 5, T. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$  corner of said section; thence, easterly along the north line of Section 4, T. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$  corner of said section; thence easterly along the north line of Section 3, T. 26 N., R. 5, E.W.M. to the N.E.  $\frac{1}{4}$  corner of said section and the true point of beginning exclusive of the incorporated area of the City of Bothell, Washington.

Less any portion lying within an incorporated area.

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CABLE TELEVISION FRANCHISE AGREEMENT

BETWEEN KING COUNTY, WASHINGTON

AND

TELE-VUE SYSTEMS, INC. D/B/A VIACOM CABLE

FOR

FRANCHISE \_\_\_\_\_

WHEREAS, Tele-Vue Systems, Inc. d/b/a Viacom Cable, a Washington State Corporation, has asked King County, Washington to renew the nonexclusive Franchise it holds to provide cable television and other services within the unincorporated part of the County; and

WHEREAS, the County has conducted proceedings in which Tele-Vue Systems, Inc. d/b/a Viacom Cable has participated, to identify the future cable-related needs and interests of the community; to consider the financial, technical, and legal qualifications of Tele-Vue Systems, Inc. d/b/a Viacom Cable; to review the past performance of Tele-Vue Systems, Inc. d/b/a Viacom Cable; and to determine whether Tele-Vue Systems, Inc. d/b/a Viacom Cable's plans for constructing and operating its System are reasonable; and

WHEREAS, based in part upon Tele-Vue Systems, Inc. d/b/a Viacom Cable's representations and information, the County has determined that, subject to the terms and conditions set forth herein, renewal of Tele-Vue Systems, Inc. d/b/a Viacom Cable's nonexclusive Franchise is consistent with the public interest; and

WHEREAS, the County is willing to issue such a Franchise, conditioned on Tele-Vue Systems, Inc. d/b/a Viacom Cable's acceptance of the terms and conditions thereof; and

WHEREAS, Tele-Vue Systems, Inc. d/b/a Viacom Cable is willing to accept the Franchise subject to such terms and conditions, and to abide by those terms and conditions:

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and the adequacy of which

is hereby acknowledged, THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

**1. Definitions.**

Except as otherwise provided herein, the definitions and provisions governing the interpretation of terms set forth in King County Code ("K.C.C."), Section 6.27A.010 shall govern this Franchise Agreement. References to any County official or office also refer to any official or office that succeeds to any or all of the responsibilities of the named official or office. References to laws or "applicable laws" include federal, state and local laws and regulations adopted pursuant to those laws; unless otherwise stated, references to laws includes laws now in effect, as the same may be amended from time to time, and new laws. In addition, the following definitions shall apply:

- (a) Cable Ordinance. Chapter 6.27A of the King County Code, as amended from time to time.
- (b) Cable Services. As used in Franchise and the Franchise Agreement, the term "Cable Services" or "cable television services" means the one-way transmission to subscribers of video programming or other programming service, and subscriber interaction, if any which is required for the selection of such video programming or other programming service;
- (c) Franchise Agreement. This contract and any amendments, exhibits, or appendices hereto.
- (d) Franchisee. Refers to Tele-Vue Systems, Inc. d/b/a Viacom Cable, and its lawful and permitted successors and assigns.



(e) Books and Records. Means any recorded information relating to the Cable System or its management, including but not limited to information regarding its construction, operation or repair, in whatever form stored, including, but not limited to computerized records and programs, paper records, and video or audio-taped records.

(f) Cable System. Is defined as in the Cable Ordinance, except that as used herein, it specifically refers to the Franchisee's Cable System. The term is used to refer to the Cable System as a whole, or to any part of the Cable System, including equipment or facilities appurtenant thereto.

(g) Construction, Operation or Repair. These and similar formulations of those terms refer to the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, excavation and tree trimming.

(h) Rights-of-way. The term "right(s)-of-way" refers to County streets, alleys, roads and compatible utility easements. It does not include recreational and nature trails.

**2. Grant of Authority; Limits and Reservations.**

(a) Grant of Authority. The Franchisee is hereby granted, subject to the terms and conditions of this Franchise Agreement, the right, privilege, and authority to construct, operate and repair a Cable System within the franchise

territory defined in this Agreement to provide Cable Services and to provide a related Institutional Network ("I-Net") for Public, Educational and Governmental use for voice, video and data subject to Section 17.(a)(9). The Franchise issued to the Franchisee is subject to the terms and conditions of this Agreement. It shall remain in effect from the effective date of this grant to February 16, 2005, unless otherwise terminated by action of the County.

(b) Scope of Franchise.

(1) The Franchise is intended to convey limited rights and interests only as to those County streets, alleys, roads and compatible utility easement rights-of-way in which the County has an actual interest. It is not a warranty of title or interest in any right-of-way; it does not provide the Franchisee any interest in any particular location within the right-of-way; and it does not confer rights other than as expressly provided in the grant. The Franchise does not deprive the County of any powers, rights or privileges it now has or may later acquire in the future to use, perform work on or to regulate the use of and to control the County's right-of-way covered by the Franchise, including without limitation the right to perform work on its roadways, right-of-way or appurtenant drainage facilities, including by constructing, altering, renewing, paving, widening, grading, blasting or excavating. When practical, the County will give the Franchisee forty-eight (48) hours notice of any blasting or excavating which is likely to damage the Franchisee's lines and appurtenances so that the Franchisee may protect its lines and appurtenances from any County work.

(2) Whenever any of the County right-of-way as designated in this Franchise, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within town or city limits, this Franchise shall continue in full force and effect until such time as the incorporation and/or annexation is complete according to applicable state law, after which time the County shall no longer have any responsibility for maintenance of such roads, right-of-way or other County property within the area of the annexation and/or incorporation. The County retains the inherent right to maintain and repair Institutional and Wide Area Network fiber optic lines and related equipment installed under the terms of this Franchise Agreement wherever they may exist.

(3) Nothing in this Franchise Agreement shall obligate the Franchisee to operate as a common carrier and no application of Franchisee's facilities as utilized by the County will place the Franchisee within the regulation of a public utility by reason of such use.

(c) Exercise of Authority under Franchise. This Franchise only authorizes Franchisee to engage in cable service, as that term is defined in the Federal Cable Act, 47 U.S.C. Sec. 521, et seq., as set forth on December 31, 1995.

(d) Activities of Affiliates. Franchisee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate or joint venture or partner of the Franchisee directly involved in the offering of Cable Services in King County, or directly involved in the management or operation of the Cable System in King County will comply with the terms and conditions of this

Franchise.

(e) Franchise Not Exclusive. The right to use and occupy the public right-of-way is not exclusive and does not explicitly or implicitly preclude the issuance of other Franchises to construct, operate or repair Cable Systems within the County; or affect the County's right to use or authorize the use of any of its public right-of-way or other property by other persons as it determines appropriate.

(f) Construction of Agreement. The provisions of this Agreement shall be liberally construed to promote the public interest.

(g) Relation to Cable Ordinance. The provisions of the Cable Ordinance as amended over the term of this Franchise shall apply to the Franchise Agreement as if fully set forth in the Franchise Agreement, and the express terms of the Cable Ordinance will prevail over conflicting or inconsistent provisions in the Franchise Agreement unless the Franchise Agreement expresses an explicit intent to waive a requirement of the Cable Ordinance. However, the express provisions of this Agreement constitute a valid and enforceable contract between the parties. Neither party may take any unilateral action which materially changes the explicit performance promised in this Agreement.

(h) Relation to Other Provisions of Law. This Agreement and all rights and privileges granted under the Franchise are subject to the County's police and other powers and other applicable law. The Franchise issued and the franchise fee paid hereunder are not in lieu of any other required permit, authorization, fee, charge or tax, unless expressly stated herein.

(i) Relation to Prior Franchise. As of the effective date of this Franchise, the Franchises previously held by the Franchisee are superseded and of no further force and effect. Franchisee promises to pay all amounts owed the County and subscribers under its prior franchises for which claims are made within three years of the effective date of this Franchise. Franchisee hereby indemnifies and insures the County against Franchisee acts and omissions which occurred when the prior franchises were effective to the extent any claims related to such acts and omissions are not barred by the statute of limitations.

(j) Effect of Grant. By granting this Franchise, the County acknowledges and agrees that it has the authority to issue this Franchise and did so pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

(k) Effect of Acceptance. By accepting the Franchise, the Franchisee: (1) acknowledges and accepts the County's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the County intervening in any proceeding affecting its Cable System; (3) accepts and agrees to comply with each and every provision of this Agreement; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

(l) Franchisee Bears Its Own Costs. Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at the Franchisee's own expense.

(m) No Waiver. The failure of the County or the Franchisee on one or more occasions to exercise a right or to require compliance or performance under this Agreement, the Cable Ordinance, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a breach is not a waiver of any other breach, whether similar or different from that waived.

(n) No Recourse. To the extent permitted by law, the Franchisee shall have no recourse whatsoever against the County or its officials, boards, commissions, agents or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the Franchise, Franchise Agreement, or Cable Ordinance because of the enforcement of the Franchise, Franchise Agreement or Cable Ordinance, except if such loss, costs, expenses, or damages are the result of the sole negligence or misconduct on the part of the County or its agents. The rights of the County under this provision are in addition to, and shall not be read to limit, any immunities the County may enjoy or rights which the Franchisee may enjoy under federal or state law.

(o) External Costs. The Franchisee may itemize any external costs on subscriber bills to the extent permitted by federal law. Franchisee agrees that it was planning the upgrade and rebuild of the subscriber system before entering this Franchise Agreement and therefore will not claim the upgrade and rebuild costs attributable to the subscriber system as an external cost for which recovery could

be sought through 47 CFR Sec. 76.922(d)(3). Notices of price changes caused by external costs shall be in accordance with federal rules.

**3. Effect of Changes in Law.**

(a) Severability. In the event that a court or agency or legislature of competent jurisdiction acts or declares any nonmaterial provision of this Agreement is unenforceable according to its terms, or otherwise void, said provision shall be considered a separate, distinct, and independent part of this Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that a court or agency or legislature of competent and controlling jurisdiction acts or declares that any material provision of this Agreement is unenforceable according to its terms, or is otherwise void, the parties agree to immediately enter into negotiations in good faith to restore to the injured party the benefits or equivalent consideration which the injured party agrees is a reasonable substitute for the benefits the injured party expected to receive from the provision which was declared unenforceable. If the parties are unable to agree to a modification to this Agreement within sixty days of the date the decree became final, the injured party may at any time thereafter request compulsory arbitration under the rules of the American Arbitration Association. The parties agree the arbitrator shall modify the terms of this Agreement in a manner which is equitable to both parties with respect to the full value of the consideration promised in this Agreement. The decision of the arbitrator shall be final and fully enforceable in any

court of competent jurisdiction. By way of illustration and not limitation, the following provisions shall be considered material: Sections 2(a) (Grant of Authority); 2(b) (Scope of the Franchise); 2(c) (Exercise of Authority under Franchise); 2(h) (Relation to other Provisions of Law); 2(i) (Relation to Prior Franchise); 5 (Franchise Fee); 16 (System Facilities, Equipment and Services); 17 (Channels, Facilities, Equipment and Services for Public, Educational, and Governmental Use); and 19 (Conditions on Use of Rights-of-Way).

(b) Effect of Change in Law. In the event that state or federal laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, then, subject to the parties' rights under Section 3(a) of this section, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such state or federal law, rule, or regulation is subsequently repealed, rescinded, amended, voided, or otherwise changed, so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of either party.

#### **4. Transfers.**

All rights granted under the Franchise are for personal services. Therefore, the rights granted under the Franchise may not be transferred, assigned, sublet or subdivided in any way or through any mechanism, including a sale or lease of all or



substantially all of the Cable System or a sale or change in the control of the Franchisee (all referred to below as "transfers") without the express prior permission of the County by Ordinance, except as otherwise provided under the Cable Ordinance, the Cable Rules, or federal law.

(a) Control. The word "control" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. A change in control includes any of the following:

(1) If Franchisee is a publicly traded partnership or corporation, the sale or transfer of five percent (5%) of the Franchisee's stock or general partnership interest;

(2) If Franchisee is a closely held partnership or corporation or an individual, transfer of twenty-five (25%) of the ownership interest or the voting stock interest in Franchisee or transfer of 50% or more of the ownership interest or the voting stock interest in any legal parent or entity directly or indirectly controlling or managing Franchisee;

(3) Any other transaction which has the practical consequence of transferring to a new entity or legal person the actual working control of the Franchisee, the Franchise or all or substantially all of the Cable System.

(b) Application for Transfer. An entity which seeks approval of a proposed transfer (hereafter, the "Applicant") shall file an application for approval of that transfer no later than one hundred twenty (120) days prior to the proposed effective date of the transfer. The application shall meet the requirements of the

Cable Ordinance and applicable law.

(c) Notice of Transfer. The Franchisee shall notify the Cable Office in writing as soon as any agreement or contract is executed for a transfer that is subject to the approval of the County.

(d) Review of Transfer. In determining whether to grant an application submitted under this Section 4, the County shall apply the standards set forth in the Cable Ordinance. As it determines necessary in evaluating the application, the County may require the Franchisee and Applicant to submit information in addition to that provided as part of the application.

(e) Mandatory Conditions.

(1) No application shall be granted unless the Applicant agrees in writing that it will:

(i) Abide by and accept the terms of the Cable Ordinance, Cable Rules, this Agreement and any additional terms and conditions that the County reasonably determines are needed to protect the public interest; however, except as the County reasonably determines the proposed transfer increases the risk of nonperformance or partial performance of any Franchise obligation, the County agrees that it will not seek modifications to the terms of this Agreement as a condition of approval of a transfer which occurs within two years of the effective date of this Agreement; and

(ii) Assume and be responsible for the obligations and liabilities of the Franchisee, known and unknown, under this Agreement and

applicable law; and

(iii) Provide performance guarantees to the County that the County considers sufficient and adequate to guarantee the full and faithful performance of all franchise obligations by the Franchisee.

(2) No application shall be granted unless the Applicant agrees that approval by the County of the transfer shall not constitute a waiver or release of any rights of the County under this Franchise Agreement or applicable law, whether arising before or after the effective date of the transfer.

(3) No application shall be granted unless the Applicant posts all required bonds, securities, and the like in its own name at least thirty (30) days prior to the closing date of the transfer.

(f) Other Changes in Ownership. Franchisee shall notify the County of any substantial changes in ownership in Franchisee or in any entity which directly or indirectly controls Franchisee at least one hundred twenty (120) days prior to the proposed effective date of the change. If the County concludes the proposed change is a transfer as defined in this Agreement, Franchisee shall immediately comply with the requirements of this Section 4 and agrees not to complete the proposed change without prior County approval. This provision shall not apply to publicly traded stock transactions of which the Securities and Exchange Commission does not require notice.

5. **Franchise Fee.**

(a) Payment to County. As financial compensation for use of Public Rights-of-Way for the offering of Cable Services, the Franchisee and its affiliates shall pay the County a Franchise fee in an amount equal to five (5) percent of the Gross Revenues. "Gross Revenues" means the annual gross revenue of the Franchisee or its affiliates from all sources derived from the operation of the Cable System in providing Cable Services, excluding any bad debt, sales tax, excise tax, or other taxes collected for direct pass-through to local, state or federal government. Notwithstanding, any portion of franchise fees and the Capital Grant in Sec. 17.(b) which Franchisee passes through to subscribers as external costs, as that term is defined by the FCC at 47 C.F.R. 922(d)(3), as amended, shall not be included in the term Gross Revenues. "Affiliate" as used in this paragraph means any affiliate or joint venture or partner of the Franchisee directly involved in the offering of Cable Services in King County, or directly involved in the management or operation of the Cable System in King County.

(b) Not in Lieu of Any Other Assessments, Tax or Fee. The franchise fee is in addition to all other fees, assessments, taxes or payments that the Franchisee may be required to pay under any federal, state, or local law, subject to any limitations set forth in 47 U.S.C. § 542.

(c) Payments. Franchise fees shall be paid in accordance with the schedule set forth in the Cable Ordinance. In the event that a franchise fee payment or other sum due is not received by the Cable Office on or before the date

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due, or is underpaid, the Franchisee shall pay in addition to the payment, or sum due, interest from the due date at a rate equal to the maximum rate permitted under Washington State law, compounded daily.

(d) No Accord or Satisfaction. No acceptance of any payment by the County shall be construed as a release or an accord and satisfaction of any claim the County may have for further or additional sums payable as a franchise fee under the Cable Ordinance or for the performance of any other obligation of the Franchisee. The Franchisee shall be released of further responsibility for any unclaimed past or overdue franchise fees for a particular calendar year six (6) months following the resolution of a County financial audit or financial review of Franchisee's books and records related to payments for that year or years.

(e) Payment on Termination. If the Franchise terminates for any reason, the Franchisee shall file with the Cable Office within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Franchisee since the end of the previous fiscal year. The County reserves the right to satisfy any remaining financial obligations of the Franchisee to the County by utilizing the funds available in a security fund, letter of credit, and/or other security provided by the Franchisee.

(f) Limit on Certain Payments.

(1) In the event that any communications provider, including a cable operator serving more than ten thousand (10,000) subscribers, competes

with the Franchisee in Cable Services or services equivalent to Cable Services, and

(A) such communications provider is subject to the County's jurisdiction and control, the obligations imposed upon such provider by the County shall not be substantially less burdensome than those imposed upon the Franchisee;

(B) such communications provider is not subject to the County's jurisdiction and control, the County shall have no obligation to equalize burdens imposed upon such provider and the Franchisee;

(C) such communications provider is partially subject to the County's jurisdiction and control, or the County's jurisdiction and control is unclear, the County shall use best efforts to impose obligations upon such provider which are not substantially less burdensome than those imposed upon the Franchisee. Notwithstanding, the County has no obligation to undertake any action which could be challenged as unlawful or *ultra vires*, unless Franchisee agrees in writing to indemnify the County against all costs and liability claims related to such actions.

(2) In the event a cable operator that serves less than ten thousand (10,000) subscribers competes with the Franchisee in Cable Services or services equivalent to Cable Services, and such communications provider is subject to the County's jurisdiction and control, the obligations imposed upon such provider by the County with respect to franchise fees and capital grants to support PEG and I-Net services shall be substantially the same as those imposed upon the Franchisee

as measured on a per subscriber basis.

(3) Notwithstanding this 5.(f), the Franchisee acknowledges and agrees that Section 5(f)(1) -(2) do not apply to any franchise issued to TCI of Seattle, Inc., TCI of Auburn, Inc. and TCI of Southwest, Washington, Inc. ("TCI Franchisees") and Franchisee acknowledges and agrees that the obligations imposed on the TCI Franchisees under Franchise Ordinance No. \_\_\_\_ (TCI renewed Franchise), dated \_\_\_\_, 1996, by that Ordinance, are not substantially less burdensome than those obligations imposed on Franchisee by this Franchise.

(g) Utility Tax Offset. If and when the County receives legal authority to impose a utility tax on Gross Revenues of franchises operating within the County, and the County does impose such a tax on Franchisee, the franchise fee amount paid and the capital grant amount paid pursuant to Section 17.(b) in a tax year will create credit against the utility tax due that same tax year of \$.50 for each \$1 paid on the franchise fee and capital grant, up to but not exceeding the total annual amount of the utility tax.

**6. Notices.**

All notices to Franchisee shall be mailed to:

**Tele-Vue Systems, Inc. d/b/a Viacom Cable**

**c/o 2233 1012 Ave. N.E.**

**Bellevue, WA 98004**

until Franchisee changes that address by making an appropriate filing with the Cable Office, as contemplated by K.C.C. §6.27A.070. A notice may be "mailed" to Franchisee by depositing it in the U.S. Mail, first class postage prepaid, or by providing the notice to Franchisee by overnight delivery service. Notwithstanding any other provision of the Cable Ordinance, notice also may be provided to the Franchisee by facsimile at the following number: (206) 462-2853. The Franchisee may change this number by providing written notice of a substitute number to the Cable Office.

## 7. Insurance Requirements.

(a) General requirement. Franchisee must have adequate insurance during the entire term of the Franchise against claims for injuries to persons or damages to property which in any way relate to, arise from, or are connected with the holding of the Franchise by the Franchisee, its agents, representatives, contractors, subcontractors and employees. As of the effective date of the Franchise, the Franchisee must have insurance coverage in place in the amounts and the form specified in (b) - (e); it shall maintain at least that coverage throughout the Franchise term.

(b) Scope of Insurance. Franchisee must keep insurance in effect in accordance with the minimum insurance scope the County Risk Manager may set from time to time after consulting with the Cable Officer. The initial minimum insurance coverage shall be at least as broad as:



(1) Insurance Services Office form number CG-00-01 (Ed. 11-88) covering commercial general liability;

(2) Insurance Services Office form number CA-00-01 (Ed. 12-90), covering automobile liability symbol (1), "any auto"; and

(3) Industrial insurance as required by applicable federal, state, and local laws, and stop gap or employer's liability insurance.

(c) Initial Insurance Limits. Franchisee must keep insurance in effect in accordance with the minimum insurance limits the County Risk Manager may set from time to time. The Franchisee shall obtain policies for the following initial minimum insurance limits:

(1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

(3) Stop Gap or Employer's Liability: \$1,000,000.

**8. Deductibles and Self-insured Retentions.** If Franchisee changes its policy to include a self-insured retention, the Franchisee shall give notice of such change to the County. If any such self-insured retention creates any obligation or liability for the County, such self-insured retention shall be subject to the approval of the County Risk Manager. Such approval will be given if the self-insured retention is

consistent with standard industry practices. Any deductible and/or self-insured retentions of the policies shall not in any way limit or apply to the Franchisee's liability to the County and shall be the sole responsibility of the Franchisee.

(a) Endorsements.

(1) General liability and automobile liability policies shall contain, or shall be endorsed so that:

(i) King County, its officers, officials, employees, and agents are to be covered as and have the rights of additional insureds with respect to liability arising out of activities performed by or on behalf of Franchisee under this Agreement or applicable law, or in the construction, operation or repair, or ownership of its Cable System;

(ii) To the extent of Franchisee's negligence, the Franchisee's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, and agents shall be in excess of the Franchisee's insurance and shall not contribute with it;

(iii) Franchisee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) All policies shall contain, or shall be endorsed so that:

The Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not to renew be stated by the insurance company, except after forty-five (45) calendar days prior written notice,

return receipt requested, has been given to King County's Office of Cable Communications and Office of Risk Management.

(b) Acceptability of Insurers. The insurance obtained by Franchisee shall be placed with insurers with a Bests' rating of no less than A:VIII, or if not rated by Bests', with surpluses equivalent to Bests' A:VIII rating.

(c) Verification of Coverage. The Franchisee shall furnish the County with certificates of insurance required by this Agreement and endorsements or a copy of the page of the policy reflecting blanket additional insured status, if required by written contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard ACORD forms or such forms as are consistent with standard industry practices and are to be received and approved by the County prior to the commencement of activities associated with the Franchise. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise Agreement and County law.

## **9. Indemnification.**

(a) Scope of Indemnity. To the extent permitted by law, and except for matters arising out of the County's sole negligence, Franchisee shall, at its sole cost and expense, indemnify, hold harmless, and defend the County, and its officers, boards, commissions, agents, and employees, against any and all claims,

including but not limited to third party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the construction, operation or repair of its Cable System, or in any way arising out of the Franchisee's enjoyment or exercise of its Franchise, regardless of whether the act or omission complained of is authorized, allowed, or prohibited by the Cable Ordinance or this Agreement. Without limiting in any way the Franchisee's obligation to indemnify the County and its officers, boards, commissions, agents, and employees as set forth above, this indemnity provision applies to, but is not limited to, expenses for reasonable legal fees and for disbursements incurred by the County and liabilities as follows:

(1) To persons or property, in any way arising out of or through the acts or omissions of the Franchisee, its officers, employees, or agents, or to which the Franchisee's negligence shall in any way contribute;

(2) Arising out of any claim for invasion of the right of privacy, for defamation of any person, firm or corporation, for the violation or infringement of any copyright, trademark, trade name, service mark, or patent, for a failure by the Franchisee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System, or for violation of any other right of any person, excluding claims arising out of or relating to programming provided by the County; and

(3) Arising out of Franchisee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the

Franchisee with respect to any aspect of its business to which the Cable Ordinance and/or this Agreement apply.

(b) Duty to Give Notice and Tender Defense. The County shall give the Franchisee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section. In the event any such claim arises, the County or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the right and duty to defend, settle or compromise any claims arising hereunder and the County shall cooperate fully therein.

(c) Exception to Duty to Tender Defense. Notwithstanding the above, the County shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the Franchisee and the County.

(d) Additional Indemnifications. The County may require Franchisee to execute specific and additional indemnifications in connection with issuing any permits related to performance under this Agreement.

**10. Security Fund, Performance Bond and Letter of Credit.**

(a) Amount. Prior to the County's execution of this Agreement, Franchisee shall establish and provide to the County a security fund, as security for the faithful performance by the Franchisee of certain material provisions of this Agreement ("Security Fund"). The security fund shall be in the amount of Fifty Thousand Dollars (\$50,000) and may be in the form of either a cash security

deposit to an account designated by the County upon which the County may draw in accordance with this Section or an irrevocable letter of credit.

(b) Use. The County may draw on the Security Fund to ensure the Franchisee's faithful performance of and compliance with this Agreement, applicable law, and all orders and permits of the County. This may include, without limitation, if Franchisee fails to pay the County any fees or taxes due, liquidated damages, damages, costs or expenses incurred by the County by reason of any act or default of the Franchisee, or if Franchisee fails to comply with any provisions of this Franchise Agreement, applicable law or with any order or permit of the County, which failure the County determines can be remedied by an expenditure from the Security Fund. The County shall notify the Franchisee of the amount and date of the withdrawal. The County shall comply with Section 6.27A.230 of the Cable Ordinance, as amended. Franchisee's recourse, in the event Franchisee believes any taking of security funds is improper, shall be through legal action after the security has been drawn upon. If County's action or taking is found to be improper by any court or agency of competent jurisdiction, Franchisee shall be entitled to a refund of the funds plus interest and/or any other specific performance which such court or agency shall order.

(c) Restoration of Fund. Within thirty (30) calendar days after the County gives Franchisee written notice that an amount has been withdrawn from the Security Fund, the Franchisee must deposit a sum of money sufficient to restore the security fund to the original amount.

(d) Effect of Assessment Exhausting Fund. If the security fund is assessed by County for an amount exceeding Fifty Thousand Dollars (\$50,000) for violations relating to the Liquidated Damages provision of this Agreement, and Franchisee believes that such assessment is improper, County and Franchisee may mutually agree that the assessment shall be subject to binding arbitration, in accordance with the laws of the State of Washington. If either party does not agree to arbitration, either party may pursue any legal remedies otherwise available.

(e) Return of Fund. If the Franchise terminates for any reason, and the Franchisee has ceased to provide service in the County, the balance of the Security Fund that remains following termination of the Franchise and satisfaction of all of its obligations which are secured by the Security Fund shall be returned to the Franchisee. Funds shall not be returned until the County has determined that the Franchisee does not owe funds to the County and is not in default.

(f) Performance Bond. Within thirty (30) days of the effective date of this Agreement, Franchisee shall post a performance bond in connection with its system upgrade or rebuild in the amount of eight hundred thousand dollars (\$800,000). Upon acceptance by the County of satisfactory completion of the upgrade or rebuild including channel capacity and construction of the I-net, the bond shall be reduced to one hundred thousand dollars (\$100,000). If the County agrees there has been a satisfactory completion of the upgrade or rebuild including channel capacity and construction of the I-net, the County will execute all

necessary documents to allow for the reduction in performance bond. The bond shall be maintained at the one hundred thousand dollar (\$100,000) level throughout the term of this Agreement.

(g) Letter of Credit. Any letter of credit used to satisfy any portion of the Security Fund requirement must:

- (1) Be issued by a bank licensed to do and doing business in Washington State;
- (2) Be irrevocable;
- (3) Provide for automatic renewal of the letter unless the bank has given the Cable Office written notice by certified mail at least thirty (30) days prior to expiration of the letter;
- (4) Provide that the County may draw against the letter for any reason and at any time prior to expiration of the letter;
- (5) Provide that the County may draw against the letter and hold the funds in escrow after termination of the Franchise:
  - (i) If the County has filed an action;
  - (ii) If the County has issued a notice and order or sought to draw against the letter prior to termination and Franchisee has contested the action or appealed the notice and order; or
  - (iii) If the bank or the Franchisee has challenged or appealed the draw; and
- (6) Be in a form acceptable to the County.



**11. Liquidated Damages.**

(a) Amounts. Because the Franchisee's failure to comply with provisions of the Agreement will result in injury to the County, and because it will be difficult to estimate the extent of such injury, the County and the Franchisee agree to the following liquidated damages for the following violations. These damages represent both parties' best estimate of the damages resulting from the specified injury. The liquidated damage amounts are in 1996 dollars and shall be increased each year by the increase in the U.S. Consumer Price Index for the Seattle Metropolitan Region.

(1) For failure to complete construction in accordance with the Franchise: \$1/day for each affected subscriber for each day the violation continues;

(2) For failure to extend a service line as required: \$1.50/day for each affected subscriber for each day the violation continues;

(3) For failure to provide any capability for public, educational, and governmental use of the System required in this Franchise: \$50 for each violation for each day the violation continues;

(4) Except as provided in (5) - (6) below, for violation of applicable customer service standards: \$25 per violation multiplied by the number of affected subscribers. The County hereby elects to have those damages credited to the affected subscribers, and Franchisee agrees to do so;

(5) For failure to maintain a local office as required in Section 16(k)

below: \$5000 per month;

(6) For violating any performance standard other than those described in paragraphs (1) to (5), where the Franchisee fails to meet such performance standard, which affects the lesser of 10% of the subscribers served from the same fiber optic node or 50 subscribers on the same distribution line simultaneously: \$2,000 per violation; if the Franchisee later violates the same standard, \$4,000 for the second violation, \$6,000 for the third, and \$10,000 for the fourth and each subsequent violation during the term of this Agreement.

(7) For failure to comply with Section 13(e), as provided in that Section; and

(8) For all other material violations of this Agreement for which actual damages may not be ascertainable: \$100/day for each violation for each day the violation continues.

(b) Date of Violation, Notice and Opportunity to Cure. The date of violation will be the date of the event and not the date the Franchisee receives notice of the violation. The County must provide written notice of a violation. Upon receipt of notice, the Franchisee will have a period of thirty (30) days to cure the violation or to present to the County a reasonable remedial plan. The County, in its sole discretion, shall decide whether to accept or reject the remedial plan presented by the Franchisee. Liquidated Damages occur only in the event either cure has not occurred within thirty days or the County rejects the plan. Damages will be retroactive to the date of violation.

(c) Effect on Duty to Comply. The collection of liquidated damages by the County shall in no respect affect:

- (1) Compensation owed to subscribers; or
- (2) The Franchisee's obligation to comply with the provisions of this Agreement or applicable law.

(d) Accrual. Liquidated damages accrue from the date the violation occurs pursuant to 11.(b), and not from the date the County determines there has been a violation.

## 12. Relationship of Remedies.

(a) Remedies are Non-exclusive. The remedies provided for in this Agreement and the Cable Ordinance are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the County at law or equity, provided however, cumulative remedies may not exceed the total wrong involved.

(b) No Election of Remedies. Without limitation, the withdrawal of amounts from the Security Fund, or the recovery of amounts under the insurance, indemnity or liquidated damages provisions of this Agreement shall not be construed as the following: an election of remedies; a limit on the liability of the Franchisee under the Franchise for damages or otherwise; or to excuse faithful performance by the Franchisee.

## 13. Non-discrimination.

### (a) No Discrimination.

(1) The Franchisee must comply with all applicable local, state and federal laws and regulations prohibiting discrimination, including without limitation, laws and regulations prohibiting discrimination in the provision of cable service or employment.

(2) The Franchisee is specifically prohibited from discriminating among persons or taking any retaliatory action against a person because of that person's exercise of any right it may have under federal, state, or local law, nor may the Franchisee require a person to waive such rights as a condition of taking service.

(3) The Franchisee is specifically prohibited from denying access or levying different rates and charges on any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

(4) To the extent the County may enforce such a requirement, the Franchisee is specifically prohibited from discriminating in its rates or charges or from granting undue preferences to any subscriber, potential subscriber, or group of subscribers or potential subscribers. The Franchisee may, however, offer temporary, bona fide promotional discounts in order to attract or maintain subscribers, so long as such discounts are offered on a non-discriminatory basis to similar classes of subscribers throughout the Franchise Area; and the Franchisee

shall offer special discounted rates for the basic and other regulated service tiers to economically disadvantaged subscribers who receive federal SSI assistance, and such other discounts as it is expressly entitled to provide under federal law, if such discounts are applied in a uniform and consistent manner.

(5) The Franchisee may request in writing, and the County may grant, temporary authority to the Franchisee for periods not to exceed twenty-four (24) months to offer specifically identified services, packages and combinations of services to selected groups of subscribers at terms and conditions not generally available to all subscribers. The County may refuse to grant this waiver unless it is persuaded upon sufficient showing by the Franchisee that the temporary authority will be used solely to offer services on an experimental or test market basis, and that the services will either be withdrawn at the conclusion of the test or will be made generally available to all subscribers in a uniform, consistent and nondiscriminatory manner.

(b) Equal Employment Plan. The Franchisee must adopt and follow an equal employment opportunity plan that complies with all applicable provisions of federal, state and local laws and regulations (which requirement includes the obligation to amend that plan to bring it into compliance with those laws and regulations, as hereafter amended or interpreted). A plan must be submitted to the County on the effective date of the Franchise for the County's review and approval.

(c) No Discrimination.

(1) Franchisee shall fully comply with all applicable federal, state and local laws, ordinance, executive orders and regulations which prohibit discrimination. These laws include, but are not limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended, Chapter 49.60 of the Revised Code of Washington, as amended, and Chapters 12.16 and 12.18 of the King County Code, as amended.

(2) During the performance of this Franchise Agreement, neither Franchisee nor any party subcontracting under the authority of this Franchise Agreement shall discriminate on the basis of age, ancestry, creed, color, marital status, national origin, race, religion, sex, sexual orientation, or presence of any mental, physical or sensory handicap against any employee or applicant for employment, unless based on a bona fide occupational qualification, or in the administration or delivery of services or any other benefit under this Franchise Agreement.

(3) If Franchisee engages in unfair employment practices as defined in King County Code Chapter 12.18, as amended, the remedies set forth in that Chapter, as amended shall apply.

(d) Minority and Women's Business Enterprises.

(1) The Franchisee shall develop a plan that meets the Minority and Women's Business Enterprises ("M/WBE") goals of the County established pursuant to King County Code Chapter 4.18, as amended, (the "M/WBE Plan"). The M/WBE Plan shall be subject to the approval of the County, which approval

shall not be unreasonably withheld. The M/WBE Plan may contain expenditure goals, mandatory outreach and recruitment efforts and technical assistance to be offered by Franchisee to M/WBEs and shall take the form of the M/WBE Plan administered by the Franchisee consistent with the intent, purpose and practices of the County's M/WBE program.

(2) The purpose of the County's M/WBE program is to provide a prompt remedy for past discrimination.

(3) Substantial failure by the Franchisee to comply with the M/WBE Plan shall be a material breach of this Franchise Agreement.

(4) The County in general, and the M/WBE program in particular, are damaged when a contract, or portion of a contract, to be performed by a minority or women's business enterprise is not actually performed by a minority or women's business enterprise in compliance with King County Code Chapter 4.18, as amended. Because the actual amount of such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages equal to the dollar value of the utilization lost to the County due to the violation, not to exceed 10% of the total dollar value of the contract, shall be the amount required to compensate the County for resulting delays in carrying out the purpose of the program, the cost of meeting utilization goals through additional contracts, the administrative cost, investigation and enforcement, and the other damages and costs caused by the violation, pursuant to subparagraph 5 below.

(5) Franchisee shall only be liable to the County for the liquidated

damages specified in the immediately preceding paragraph if Franchisee or a party subcontracting under the authority of this Franchise Agreement fails to perform a "commercially useful function" and/or operates as a broker, front, conduit or pass-through, all as defined in King County Code Chapter 4.18, as amended.

(e) Reporting.

(1) Franchisee shall complete and submit all forms required by King County Code Chapter 12.16, as amended.

(2) Franchisee shall maintain records and information necessary to document compliance with King County Code Chapter 4.18, as amended, which shall be accomplished through Franchisee's M/WBE Plan. As is consistent with the M/WBE Plan these records and this information shall include Franchisee's utilization of M/WBEs in its overall public and private business activities. The County shall have the right to inspect such records. Franchisee shall submit such documents and information as may be requested by the Administrator of the King County Civil Rights and Compliance Office or such other person designated by the King County Executive as manager of the County's M/WBE program.

(3) Franchisee shall submit quarterly reports in accordance with its M/WBE Plan detailing all M/WBE program activities, including but not limited to: total dollars spent by contract category; dollars spent with M/WBEs by contract category; and outreach, recruitment and mentoring activities, if any.

(4) Franchisee shall submit a summary of the reports required under the immediately preceding paragraph as part of Franchisee's annual report to the



County.

(5) Franchisee shall provide King County a copy of its equal employment opportunity plan filed with or submitted to the FCC, and any changes to the employment opportunity plan made in the last year, and a copy of its most recent FCC Form 395A. If the FCC replaces Form 395A, the Franchisee shall file the succeeding forms which contain any of the information previously required in Form 395A. If the FCC no longer requires the filing of equal employment opportunity information, the Franchisee shall file with the County the information it would have been required to file with the County on the date the Franchise was signed, including the information which would have been included on Form 395A.

(6) If an agreement is reached regarding an apprenticeship and/or internship program, a report on the apprenticeship/internship program established by Franchisee shall be included in the annual report and shall contain information including the following: number of apprentices/interns hired; number of journey-persons; percentage of minorities, women and disabled persons included in the program; total hours worked by all participants in the program; percentage of hours worked by minorities, women and persons with disabilities.

#### 14. Rates.

(a) Rates and Charges Regulated. The County may regulate the Franchisee's rates and charges except to the extent it is prohibited from doing so by applicable law. The term "regulate" means the County may take any step it is

not prohibited from taking under applicable law in order to protect the public from unreasonable or discriminatory rates and charges, including but not limited to ordering refunds for overcharges and adopting regulations as appropriate to further implement its authority to regulate rates.

(b) Manner of Regulation. Without limiting the foregoing, and except as inconsistent with applicable law:

(1) The County may require the Franchisee to submit to the County for review and approval the rates in effect on the date the Franchise issued.

(2) The Franchisee may not change a rate or charge that is subject to the County's regulation without the County's prior approval, except as federal law otherwise provides.

(c) Rate Schedules. The Franchisee must provide a complete list of all its rates and charges (including bulk rates and charges and unregulated rates and charges) to the Cable Office on the effective date of the Franchise. The Franchisee must update that list so that the schedule of rates and charges is current. The Franchisee must give a minimum of thirty (30) calendar days prior notice before changing any rate or charge.

(d) Experimental Services. Subject to Section 13(a), the Franchisee may conduct experimental services and service offerings to particular regions of the County without making the service generally available throughout the County. The Franchisee must pay franchise fees on any revenues received.

**15. Customer Service.**

The Franchisee shall meet or exceed any customer service standards adopted by the Federal Communications Commission, and, to the extent the same are stricter or address different matters, customer service standards set forth in the Cable Ordinance and Cable Rules. Nothing in this Agreement limits any rights the County may have under 47 U.S.C. § 552.

**16. System Facilities, Equipment and Services.**

(a) System Upgrade. The Franchisee's Cable System shall be upgraded within four (4) years of the effective date of this Agreement so that, at all times thereafter, the System meets or exceeds the following requirements:

(1) The System shall have a rating of at least 750 MHz on all active components and at least 1 GHz for all passive components, and shall be activated for and carry at least 70 6-Mhz analog channels, downstream to all Subscribers.

(2) The rebuilt system will have at least eight (8) optical fibers to each node. Additional fibers will be provided at certain nodes based on County Institutional Network and Franchisee subscriber system designs. No node will serve distribution cable which passes more than 1200 homes or serve more than 900 subscribers, provided the system is segmented in the coaxial facilities so that no more than 300 subscribers are served from a single coaxial cable. The system will have the capability of reaching nodes of 300 homes each.

(3) There shall be no more than eight (8) active components in a cascade beyond any node and no more than ten (10) active components in a cascade measured from the headend.

(4) Each optical transfer node site shall be located and designed to allow adequate space for several fiber receivers and transmitters, and standby power.

(5) The System shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following extraordinary storms that adversely affect utility services or damage major system components.

(6) The System shall be capable of operating over an outdoor temperature range of -20 degrees F to +120 degrees F and over variation in supply voltages from 105 to 130 volts AC without catastrophic failure or irreversible performance changes.

(7) The System shall meet all specifications as set forth herein or in the Ordinance over an outdoor temperature range of 0 degrees F to 100 degrees F and over variation in supply voltages from 105 to 130 volts AC.

(8) The System shall be operated in such a manner as to avoid causing interference with the reception of over-the-air signals by a Subscriber.

(9) The upstream capacity of the System shall be such that there is no significant deterioration in the signal quality from the point of origin through the headend; and so that from the headend, there is no more deterioration in the signal

quality on PEG channels than on any other channel. Deterioration refers to any signal problem, including but not limited to ghost images and other interference and distortions.

(10) The System shall use equipment generally used in high-quality, reliable, modern systems of similar design.

(b) An Open Cable System. The System including headend, distributive network, and customer premises equipment shall be an "open" network. The Franchisee must take affirmative steps, including in its design, research, procurement and contracting practices so that the System operates as an "open" network as far as reasonably possible initially and so that openness is maintained and enhanced throughout the Franchise term. An "open" system shall have at least the following characteristics. The standards for the hardware interfaces and software protocols used by the system, other than those required to maintain network integrity and security, the protection of copyrighted information or those protocols utilized to bill subscribers or programmers of the network for network usage -- including at the node, headend and at customer premises -- shall be published and generally available.

(c) Other System Design Requirements.

(1) The System must have back-up power supplies capable of providing power to the System and related facilities, including the I-net, continuously at all headends and hubs and for at least three hours at all optical transfer nodes and nodes in the event of an electrical outage. In addition, the

design and construction of the System shall include modulators, antennae, amplifiers and other electronics that permit and are capable of passing through the signals received at the headend without substantial alteration or deterioration (thus, for example, the System shall include components so that a signal received at the headend in color may be received by the Subscriber in color, and a stereo signal in stereo).

(2) The master headend shall have adequate ventilation and space reserved such that the headend could provide at least 120-plus channels in full configuration and shall develop signals of high quality throughout the service area (including on channels retransmitting upstream signals received through the headend), and the headend shall have adequate ventilation and space to be able to meet or exceed applicable design and technical requirements and in order to reasonably accommodate equipment for the County.

(3) The System shall allow all unscrambled analog channels on all Service Tiers to be received by cable-ready television sets without the aid of a converter, and shall minimize, to the maximum extent feasible, interference with consumer electronic equipment. Franchisee may choose to trap signals not authorized for reception.

(4) As part of the System, the Franchisee shall offer every Subscriber, at the same price and regardless of the level of service taken, the opportunity to lease or buy converters from Franchisee that utilize wireless remote controls and that contain bypass or similar technologies that allow Subscribers to

view a program on one channel while taping a program on another channel.

(5) Subscribers must be able to block out all premium and pay-per-view channels, and video on all channels.

(6) The System shall include equipment so that pay-per-view programming can only be activated by authorized subscribers.

(7) The Franchisee shall design the system so that channel capacity may be readily expanded through digital video compression or similar appropriate technology without compromising service quality or requiring significant alterations, upgrading or reconstruction.

(8) The Franchisee shall make available to all existing one-way converter subscribers some form of interactive technology within four (4) years of the effective date of the Franchise.

(9) The rebuilt subscriber network will be two-way active on completion of the rebuild. Final tuning and sweeping of the upstream system will not occur until Franchisee chooses to provide a specific two-way service. The County may waive this requirement of two-way activation upon a showing by Franchisee that two-way services are commercially impracticable. In the event that the County waives the requirement, the waiver shall apply for one calendar year only, and a new showing must be made each year or the requirement must be met.

(10) All closed-caption programming retransmitted by the System shall include the closed-caption signal. It shall provide a remote control device to those subscribers who are mobility limited, or where a member of the subscriber's

household is mobility limited. For hearing impaired customers, the Franchisee shall provide information concerning the cost and availability of equipment to facilitate the reception of all basic services for the hearing impaired. In addition, the Franchisee must have TDD/TTY (or equivalent) equipment at the company office, and a telephone number listed on subscriber bills, in local telephone directories and with directory assistance for such equipment, that will allow hearing impaired customers to contact the Franchisee.

(11) Except as provided in this paragraph, all County subscribers will be served with the same Cable System distribution facilities and offered the same Cable Services after completion of the rebuild. The County may waive the requirement for a two-way return from Vashon Island to the headend upon a showing by Franchisee that it is commercially impracticable. In the event the County waives the requirement, that waiver shall apply for two calendar years only, and a new showing must be made every two years or the requirement must be met.

(12) Status Monitoring. Franchisee shall provide system status monitoring upon completion of the rebuild and after the Cable System becomes two-way active pursuant to Section 16.(c)(9) in accordance with a plan presented to and approved by the Cable Office. At minimum, the plan shall include equipment to monitor the status of the signal quality, signal level, back-up power supply conditions and optical conversion equipment throughout the system as that equipment becomes reasonably available.



(d) Institutional Network.

(1) The County will lease from the Franchisee dedicated fiber capacity for an Institutional Network (as defined herein) physically and electrically related to the cable subscriber network. Franchisee agrees to cooperate with the County in the design, coordination and maintenance of the Institutional Network as described in the Lease Agreement between the parties, dated \_\_\_\_\_, 1996 ("Lease Agreement"). Franchisee will construct the dedicated fiber capacity of the Institutional Network as specified in the Lease Agreement. And Franchisee will cooperate with the County's operation of the Institutional Network as specified in this Franchise. The Franchisee agrees to construct and maintain for the County under the terms specified in the Lease Agreement as many optical fibers with a minimum design transmission capacity and to be located in the incorporated and unincorporated areas of the County as specified by the County. These fibers will be the property of the Franchisee and will be dedicated to exclusive use by the County to link public, educational and governmental facilities of various governmental jurisdictions and shall be for voice, video and data use by public, educational and governmental users (the "Institutional Network" or "Network"). This capacity shall be activated after completion of construction at a time designated by the County and shall be in addition to the engineered capacity required by Section 16.(a)(2). The Franchisee shall cooperate with the County in Subscriber Network node locations to minimize Institutional Network construction and lease costs to the County. Both parties will use best efforts to coordinate on

the location of the Franchisee's fiber nodes to maximize the savings to the County while not altering the cost or specifications of the rebuild construction to Franchisee. Any transmission on the Institutional Network may be simultaneously retransmitted on the downstream public, educational and governmental ("PEG") channels reserved under Section 17.

(2) The cost of construction, maintenance, repair and replacement of the facilities referred to in Section 16.(d)(1) shall be allocated in accordance with the Lease Agreement. No charges for use of the Institutional Network, its facilities or optical fibers may be levied by the Franchisee except as specified in the Lease Agreement or this Franchise Agreement.

(3) The Franchisee shall provide reasonable space at the headend, hubs, and optical and transfer nodes for switching, control and other equipment provided by the County and required for the utilization of the system capacity reserved for the Institutional Network.

(4) The Franchisee, as directed by work order pursuant to the Lease Agreement, shall connect to the Institutional Network the locations listed in Attachment I, which include schools, libraries, courts, County offices and agencies, and such other public, educational and governmental facilities as shall be designated by the County. The County has the right to reasonably substitute new site addresses prior to Franchisee construction to a site location if the activity at any site in Attachment I is moved to a new site location. Provided however, the total number of sites identified in Attachment I may not be exceeded.

(5) Interconnection of the Institutional Network and the Subscriber Network shall be provided as reasonably requested by the County. Such interconnection shall be activated upon the request of the County, but in no event sooner than completion of the affected rebuild area, as the County deems use of the interconnection to be necessary to its public, educational and governmental communications needs and interests. The Franchisee shall not be responsible for providing and operating any switching capability the County uses.

(6) If the County wishes to use transmission capacity on the Franchisee's Cable System beyond its rights to free use under this Agreement and the Lease Agreement, the charges for such use shall be freely negotiated on terms and conditions equal to or more favorable to the County than those offered to any other major user by the Franchisee.

(e) Interim System Upgrade.

The Franchisee shall complete an interim upgrade of its existing system to 450 MHz, with 54 programmed analog channels not later than January 1, 1995. If, through no fault of the Franchisee, any government agency delays necessary approvals such that Franchisee cannot complete the interim upgrade by this date, Franchisee may, after notice to the County, delay completion of the interim upgrade until March 31, 1995.

(f) System Upgrade and Institutional Network Schedule.

(1) The Franchisee shall begin construction of its proposed rebuilt system within two (2) years of the effective date of the Franchise and shall

complete all construction within forty-eight (48) months of the effective date of the Franchise.

(2) The Franchisee shall construct so that service from each hub is extended to nodes in low income areas at least as quickly as it is extended to nodes in higher income areas.

(3) Following the commencement of construction of the System rebuild until the upgraded System is completed, the Franchisee shall provide detailed written reports to the County on the Franchisee's progress in constructing the rebuilt System at each point construction passes seven thousand (7000) additional homes and shall meet with the County to discuss such progress.

(4) The County has the right to conduct tests and to observe when Franchisee conducts tests, as consistent with federal law. The Franchisee shall perform all tests necessary to demonstrate compliance with the performance standards of a fully activated system it must satisfy under its Franchise Agreement or applicable law. All tests shall be conducted in accordance with federal rules and in accordance with the most recent edition of NCTA "Recommended Practices for Measurements on Cable Television Systems," or if no recent edition exists, such other appropriate manual as the parties may designate. The Franchisee shall perform at least the following tests:

(i) The Franchisee shall assure that preactivation quality control is performed on cable and equipment. In the case of passive components, this will include testing to verify compliance with manufacturer's specifications. All

trunk and distribution cable shall be inspected and sample tested to verify compliance with manufacturer's specifications for frequency response and structural loss. All trunk and distribution amplifiers shall be bench-tested. No component should be used in system which fails to meet manufacturer's specifications. The manufacturer's specifications should meet or exceed industry standards.

(ii) The Franchisee shall perform acceptance tests on each construction area segment prior to subscriber connection. The tests should demonstrate that the system components are operating as expected. The Franchisee shall have the obligation, without further notice from County, to take corrective action if any segment is not operating as expected.

(iii) The Franchisee and the County will jointly select appropriate locations given the System design to install equipment to establish permanent test points. The test points shall be installed in locked enclosures so as to be accessible from ground level. The number of required test points may be specified by agreement of the parties, consistent with FCC rules and regulations, as appropriate to ensure all subscribers are receiving adequate service. The Franchisee shall perform proof of performance tests at these locations at least once every six months through the life of the Franchise except as federal law otherwise limits the obligation; or more frequently if federal law so requires. If a location fails to meet applicable performance specifications, the Franchisee, without requirement of additional notice or request from County, shall take corrective action, retest the

locations and advise the County of the action taken and results achieved.

(iv) If based on subscriber complaints, or based on its own investigation, the County believes that the System may not be operating in compliance with the Franchise Agreement or applicable law, it may require the Franchisee to perform tests, and to prepare a report to the County on the results of those tests, including a report identifying any problem found and steps taken to correct the problem.

(v) The Franchisee shall notify the County at least one week in advance of any of the tests described above, except the County shall receive thirty (30) days advance notice of proof of performance tests required by Section 16(f)(4). The County shall have the option of witnessing the tests. Written test results should be submitted to the County within thirty (30) days of completion of the testing.

(vi) Consistent with Section 16.(f)(4), the County may conduct inspections and, after notice to Franchisee, test the System. Franchisee shall have the right to be present at such tests. Tests and inspections may include determining whether the System is being constructed in accordance with the system construction plan. Inspection does not relieve the Franchisee of its obligation to comply with all provisions of its Franchise Agreement and applicable law.

(g) Full Cable Service to Certain Facilities. Upon the request of the County, the Franchisee shall provide full basic and satellite tier Cable Service, and

all open and closed PEG channels activated on the system to the locations designated below. Franchisee shall provide equivalent service if Franchisee discontinues such tiers of service in their current form. These services shall be free of charge to each of the following locations: all locations listed in Attachment I; each public school and public school administrative facility located in unincorporated King County; each King County Library System facility; each fire station; each Public Access Center; each County office and agency; each County-owned and County-leased facility. The Franchisee shall provide services to the above facilities located within the Franchise Area or in other jurisdictions located within King County where the Franchisee has a franchise, permit, license or other right to serve to the extent designated by the County from time to time. To the extent any drop to facilities other than public schools and public libraries exceeds seventy-five (75) feet underground or one hundred fifty (150) feet aerial, Franchisee may request compensation for its time and materials for installations in excess of those distances. Inside wiring will not be Franchisee's responsibility. These service outlets will have sufficient electric power to be capable of serving all rooms in each facility. However, the Franchisee is not obligated to provide a standard line amplifier at Franchisee's cost to more than a total number of seventy-five (75) buildings as specified by the County. Additional amplifiers may be obtained through the Franchisee on an at-cost basis from the Franchisee. Free service will not be provided to any private, for-profit concessionaire using County facilities.

(h) Proof of Performance Tests. Every six (6) months or as required by FCC rules, whichever is more often, the Franchisee shall conduct proof of performance tests pursuant to the Cable Ordinance, designed to demonstrate compliance with the Ordinance, this Franchise Agreement and FCC requirements, and shall provide to the County a written report showing the results of such tests. If the tests reveal that the Franchisee is not in compliance with all applicable requirements, the Franchisee shall immediately take whatever steps are necessary to achieve compliance. Not later than thirty (30) days following completion of the tests which revealed non-compliance, the Franchisee shall conduct additional proof of performance tests to determine whether it has corrected its non-compliance; provided that the County may extend this thirty (30) day requirement as it deems necessary. Franchisee must correct and retest the system until either the system passes the test or obtains a waiver. Notwithstanding, this Section 16(h) is enforceable only to the extent consistent with federal law.

(i) Leased Access Channels. The Franchisee shall provide leased access channels as required by federal law.

(j) Customer Service Monitoring. The Franchisee shall install such devices as are required to enable it to determine whether it is complying with all telephone answering standards required by applicable customer service regulations, as amended from time to time.

(k) Local Office. Throughout the franchise term, the Franchisee must maintain, at a minimum, two (2) customer service centers conveniently located to



unincorporated King County subscribers. These centers will provide subscribers the opportunity for the receipt and pick-up of subscriber equipment and for the receipt of subscriber payments and complaints. Franchisee shall install telephones and other equipment so that customer complaints and service requests can be received by Franchisee on a 24-hour basis on a local, toll-free telephone number. Franchisee must also provide a location on Vashon Island for the drop-off of subscriber equipment and payment of bills, and must continue the practices for delivery of equipment to its subscribers on Vashon Island that were in place as of December 31, 1995.

(l) Emergency Broadcasts. Franchisee shall install devices and all equipment with reasonable performance standards as specified by the County. The equipment must permit the County to override the audio and video on all channels on the Cable System without the assistance of the Franchisee for emergency broadcasts from a location designated by the County. This obligation shall be effective only upon notice by the County that it has entered into a master agreement with other jurisdictions. Notwithstanding, Franchisee shall use best efforts to coordinate with other jurisdictions.

(m) Interconnection. The Cable System in the County, operated by Franchisee, shall be interconnected within or at the boundaries of the franchise territory with other cable systems operated in the County and in the greater Seattle area, to the extent the subscriber and Institutional Network system signals of the other systems are available to Franchisee, and consistent with Franchisee's

obligations as specified in 18.(a).

(n) Uses of System. Franchisee must agree to advise the County of all active uses of the System, for both entertainment and other purposes, such as data transmission, local area networks, and voice transmission, and the County shall have the right to conduct audits of such usage.

(o) Additional Capacity. Franchisee must agree to notify the County at least sixty to ninety (60-90) days in advance of the installation of any fiber optic capacity not contemplated by the initial design of the System, so that additional fiber may be installed in accordance with the Lease Agreement for government and institutional use.

(p) Programming. Franchisee shall provide broad categories of video programming, which categories shall include but not be limited to general entertainment programming, programming primarily directed at children, public affairs, education, minority, 24-hour news, local news, foreign language, cultural and performing arts, and sports programming.

**17. Channels, Facilities, Equipment and Services  
for Public, Educational and Governmental Use.**

(a) Access Channel.

(1) In addition to the Minority Programming Channel described in Section 17(i), the Franchisee shall make available to all Subscribers not later than June 1, 1995 four (4) additional standard (6 Mhz) video channels for public, educational and governmental use, which channels shall be carried on the basic tier

of service throughout the remaining Franchise term and shall be in addition to the Institutional Network. The public, educational and governmental use channels required in this paragraph shall be available free of charge to the County.

(2) In addition to the channels specified in Section 17.(a)(1), after the rebuild of the System as described in Section 13, 16, 16.(a), the Franchisee shall activate and, subject to federal rate regulations applicable to the adding of PEG channels, make available free of charge to the County additional public, educational and governmental channels as specified in this paragraph.

(i) Upon completion of each phase of the rebuild, the Franchisee shall provide within the rebuilt areas a minimum of ten (10) and a maximum of twenty five (25) video channels for Public, Educational and Governmental programming on the Subscriber Network remaining throughout the term of this Franchise. Any channels provided pursuant to Section 17(a)(1) above count to move the minimum and maximum PEG totals. No fewer than ten (10) and no more than thirteen (13) of those channels may be analog format channels. There shall be no more than 13 PEG channels until the Subscriber Network begins to carry digitally transmitted video channels. At that time, and when additional channels are required as described in this section, the Franchisee shall make available to subscribers the equipment required to receive the Public, Educational and Governmental digital channels. If permitted by applicable law, this equipment shall be available at cost to subscribers who take only the digital PEG channels and

no other digital services.

(ii) The County will initially allocate the first ten available channels as follows: two (2) Public, six (6) Educational and two (2) Governmental. After that allocation, additional channels will be made available by the Franchisee in accordance with the following criteria.

(iii) Public Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for public access programming are programmed with qualified programming at least eighty (80%) of the cumulative time between the test hours of 9:00 a.m. to 11:00 p.m, Monday through Friday, over a consecutive sixteen (16) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in Section 17.(a)(3)(i) are qualified programming only to a maximum of fifteen percent (15%) of total qualified programming. Programs which are neither locally produced programming nor programming related to the County may be qualified programming only to a maximum of fifty percent (50%) of total qualified programming.

(iv) Educational Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for educational access programming are programmed with qualified programming at least eighty percent (80%) of the cumulative time of sixty hours per week over a consecutive sixteen (16) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in

Section 17.(a)(3)(i) are qualified programming only to a maximum of twenty-five percent (25%) of total qualified programming. Programs which are neither locally produced programming nor programming related to the Puget Sound Region may be qualified programming only to a maximum of fifty percent (50%) of total qualified programming. Any program broadcast locally within three (3) years of the measurement period is not qualified programming. Notwithstanding, the Franchisee may, in its sole discretion, permit the program to be qualified programming upon written request by the County. The County and the Franchisee agree to meet within four (4) years of the effective date of this Franchise to discuss amending the treatment of programs broadcast locally as qualified programming. For purposes of this subparagraph, "broadcast locally" means transmitted on the signal of a local commercial television station or a qualified local noncommercial educational television station with signal carriage rights on the Franchisee's System pursuant to 47 U.S.C. Sec. 535, as in effect on the effective date of this Franchise.

(v) Governmental Access: Franchisee shall provide an additional channel whenever the channels set aside by the County for governmental access programming are programmed with qualified programming at least eighty percent (80%) of the cumulative time of sixty hours per week over a consecutive sixteen (16) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in Section 17.(a)(3)(i) are qualified programming only to a maximum of fifty percent (50%) of total qualified programming.

(3) As used in Section 17.(a)(2),

(i) "repeat program" means the running time of any program only to the extent it is shown more than four (4) times during the test hours over the ten (10) week measurement period.

(ii) "locally produced programming" means programming (a) produced within the County, or (b) produced by any County resident or any agency, public or private, which provides services to County residents within the County, regardless of the location at which the programming was produced.

(iii) "programming related to the County" and "programming related to the Puget Sound Region" means programming which addresses the educational, political, social or cultural interests of any segment of the residents of the County or of the Puget Sound Region. For public access programming, the programming must also relate to the County or the Region.

(iv) "qualified programming" includes video bulletin board material if the material consists of multiple and different text (or video and text) screens transmitted to different subscribers simultaneously. The term does include video bulletin board material where the content of the video bulletin board can be selected by a viewer, even if the resulting message is then available to all viewers of the channel. No more than two additional channels may be triggered by such interactive bulletin board material. Subject to the two foregoing sentences, qualified programming does not include material such as character generated material to the extent the same text (or video and text) screen is sent

simultaneously without variation to all system subscribers.

(4) The operator may convert the analog PEG channels to digital format when all subscribers have the necessary equipment to receive the channels. The bandwidth for individual digital PEG video channels shall equal or exceed the bandwidth and transmission quality of standard commercial digital video channels on the system.

(5) The County shall administer the use and allocate responsibility for the operation of all public, educational and governmental channels. The County shall have the right to allocate the channels to any entity responsible for managing access channels, or to maintain them as separate channels under the County's own control.

(6) The Franchisee will provide any open PEG channels as well as the Minority Programming Channel described in Section 17.(h) on the basic tier throughout the life of the franchise.

(7) In the event Franchisee offers commercial interactive services on the Subscriber Network, the County shall have the right to require equivalent interactivity on one governmental and one educational access channel when thirty percent (30%) of Franchisee's subscribers subscribe to such services. Any subscriber equipment necessary to use interactive features on such access channels may be made available to subscribers on the same terms as for commercial uses. For purposes of this paragraph, "interactive services" means two-way communication over the cable system in which the subscriber interacts

with the program being viewed, and does not include merely ordering and receiving pay-per-view or video game services or use of internet access services.

Within the designated access channel, the County may manage the interactivity function or designate one or more nonprofit access management corporations, schools, school districts or any other qualified entities to manage or share the responsibility for managing the interactive use. Any entity responsible for management of the interactive use may establish and enforce (1) the interactive uses within the designated access channel to particular services and (2) rules for use of the interactive uses, so long as those rules are consistent with this Franchise and relevant law. The Franchisee shall not take any action which causes material degradation to information transmitted over the interactive use.

The bi-directional interactive PEG function shall be activated from all system subscribers to the Franchisee's headend, and to the switcher of the County or other managing entity if the switching capacity is not located at the headend.

Except as expressly permitted by federal law, the Franchisee agrees it will not exercise any editorial control over information created by others and transmitted using this capacity.

Except as otherwise specified in this Agreement, PEG interactive use shall be available free of charge by the Franchisee to users, including the entity that manages the use of the interactive functions, and to the County.

(8) When the Franchisee leases, purchases or otherwise obtains or increases electronic memory storage capacity for its own use in support of bi-



directional data and interactive services or Video-on-Demand, it shall offer to the County and the designated PEG management entities the ability to use such capacity for public, educational and governmental video on demand, data transmission and other interactive applications. The County or the affected management entity would pay the cost of the capacity used. The cost of the capacity would be determined by the ratio of stored memory capacity devoted to PEG material to the total memory capacity multiplied by the cost of the hardware for the memory storage complex. The County or the affected management entity would be responsible for digitization and compression required to use the capacity.

(9) The County agrees that it will use its designated access channels or other facilities, its Institutional Network facilities or other designated Franchisee subscriber network facilities solely for educational, public access, and County and government communication purposes and not for any for-profit commercial purposes by the County or third parties. Franchisee shall have the right to audit the County's use of such facilities to ensure compliance with this paragraph. However, the County may authorize charges to pay the direct costs of the non-commercial services, such as fees for video class instruction or charges to recover the cost of special use equipment.

(10) Any reference to an analog channel for PEG use refers to a 6 MHz channel. When the System activates digital capacity and is delivering digital signals to customers, the County may elect to have some or all of the channels authorized in this Section transmitted in digital format, subject to the channel limits

set forth in 17.(a). Any such digital PEG channels shall have the same bandwidth and transmission quality as the standard commercial digital video channels on the system.

(b) Capital Grant for Access Equipment and Facilities.

(1) The Franchisee shall provide the County an annual capital grant in a base amount subject to the adjustments and payment schedule set forth below, to be used by the County in its sole discretion for cable related and Institutional Network related purposes. These grants are not franchise fees and Franchisee waives any claim otherwise.

(2) On the effective date of the renewal franchise, the Franchisee shall provide the County \$800,000 in cash or cash equivalents as the first year's base amount.

(3) On the first and second anniversaries of the effective date of the Franchise, the Franchisee shall provide grants in the form of construction/work order credits to the County in base amounts calculated in accordance with Section 17.(b)(7) below, for the construction of its I-net.

The Franchisee agrees that it may be engaged by the County as its construction contractor to build designated portions of its I-net within the Franchisee's franchised service area on the terms and conditions set out in the Lease Agreement. If the Franchisee provides construction services to the County, the Franchisee shall deduct the County's construction expenses in years two and three of the Franchise from the total annual grant allowance and provide the

County a running balance. A final accounting of construction expenses incurred during years two and three of the Franchise shall be performed in the first quarter of year four of the renewal term. Any unused portion of the allowance plus interest shall be provided to the County in cash or cash equivalents at such time. Any expenses incurred beyond the amount of the allowance plus interest shall be invoiced to the County, and shall be offset against the Base Amount referenced in Section 17.(b)(4).

(4) On the third anniversary of the effective date of the Franchise, the Franchisee shall pay to the County an amount equal to the base amount.

(5) On the fourth anniversary of the effective date of the franchise, the Franchisee shall pay to the County a lump sum payment for years five, six and seven of the franchise term equal to the base amount times three (3).

(6) On the seventh anniversary of the effective date of the franchise, the Franchisee shall pay to the County a lump sum payment for years eight, nine and ten of the franchise term equal to the base amount times three (3).

(7) The base amount after the first payment shall be calculated as follows: The previous base amount, or \$800,000 when calculating the base amount for the second anniversary, shall be adjusted annually at the anniversary date of the Franchise for incremental inflation during the subsequent year to the extent inflation exceeded two (2) percent as measured by the GNP-PI. For example, should the GNP-PI in a given year not exceed two (2) percent, no adjustment shall be made to the previous year's base amount. If the GNP-PI

increases by three (3) percent, the base amount shall be increased by one (1) percent. Subsequent base amounts shall be based on the prior year's adjusted base amount.

(c) Return Feed from Facilities.

(1) The Cable System shall be designed and built to include all equipment, including but not limited to laser transmitters, modulators, and processors, drops and wiring, so that the PEG access centers can send signals to the headend on the County's Institutional Network and those signals can be distributed downstream on the subscriber network; and so that the PEG access centers can each remotely and without assistance from the Franchisee or access to its headend (i) receive signals from the Institutional Network; (ii) switch signals originated at an access center or on the Institutional Network onto any of the access channels on the regular subscriber network; and (iii) otherwise control the signals to allow for smooth breaks, transitions, insertion of station IDs and other material. However the County remains responsible for PEG switching and decoding costs.

(2) For the purposes of sending video signals from remote locations and routing these signals onto access channels on the Subscriber network, the Franchisee at its cost, will in coordination with the equipment provided pursuant to Section 17(d) of Franchise No. \_\_\_\_, provide facilities and equipment to the extent required to receive and retransmit the signals to provide coverage of substantially

all of the Franchise Area in the County.

(3) The County may collocate institutional and access network equipment as reasonably necessary in Franchisee's buildings and structures without charge. Franchise may, at its option, provide for placement of the equipment in the buildings in convenient areas discrete from Franchisee's equipment and solely for County use.

(d) Management of Channels. The County may designate one (1) or more entities, including a non-profit access management corporation, to manage the use of all or part of the Institutional Network and the public, educational, and governmental access channels and two-way capacity dedicated under Section 16(d) and Section 17, respectively. Until such an entity has been designated, the County shall perform all functions assigned to the entity in this Agreement.

(e) Program Guide. The County shall make the schedule of public, educational, and governmental programming available to Franchisee as required to meet franchisee's publication deadline. Franchisee shall cooperate with the County in making the schedule available to all subscribers and to appropriate news sources, in the same manner as it does all other programming on the System. Franchisee is not responsible for any decision by an independent news source to not publish the schedule.

(f) Costs and Payments not Franchise Fees. The parties agree that any capital costs to the Franchisee associated with the provision of support for public, educational or governmental access pursuant to this Franchise Agreement, and any

capital grant payments made to the County pursuant to Section 17 of this Agreement, do not constitute and are not part of a franchise fee, and fall within one or more of the exceptions to 47 U.S.C. § 542.

(g) Editorial Control. Except as expressly permitted by federal law, the Franchisee shall not exercise any editorial control over the content of programming on the designated access channels (except for such programming the Franchisee may produce and cablecast on those channels).

(h) Minority, Ethnic, and Foreign Language Programming Channels. Throughout the term of the Franchise in addition to the existing minority, ethnic and foreign language programming channels carried at the time of renewal, the Franchisee shall designate and maintain an additional channel on its basic tier for commercial use by a qualified minority, ethnic and foreign language programming source(s) to be selected by the Franchisee. The Franchisee shall be solely responsible for all costs of carriage. The Franchisee shall add such a channel as soon as practicable but in no event later than upon completion of each phase of the rebuild.

**18. Timing and Planning of Construction; Extension.**

(a) Interconnection. The Franchisee shall interconnect the system upon rebuild with all other willing cable systems in immediately adjoining areas, whether in the County or not. A "willing cable system" means any cable system operator who pays its own cost of installation and operation of facilities located within its

own territory which are required for the interconnection, or an operator which enters into an interconnection agreement with Franchisee on any other mutually agreed terms. Interconnection is required only if technically feasible. Such operators must meet the Franchisee at or within the Franchise Area and provide signals of industry standard quality. Notwithstanding the foregoing, Franchisee is responsible for interconnecting with the Cable Systems operating pursuant to the Franchise granted to Tele-Vue Systems, Inc. d/b/a Viacom Cable and its successors and assigns. The Franchisee shall provide signals to and receive signals from all interconnected operators so as to provide real time carriage of public, educational and governmental programming and Institutional Network services that are comparable to services carried on Franchisee's King County Network. Nothing in this paragraph alters Franchisee's channel obligations for public, educational and governmental programming as described in Section 17.(a). Any proposed interconnection that affects Institutional Network or PEG services shall be subject to the approval of the County, which may establish requirements to and from the point of interconnection to allow the Institutional Network to operate without disruption across Franchise Areas and for signals intended for Public, Educational and Governmental access channels on the Subscriber Network to flow without disruption across Franchise Areas.

(b) Line Extensions. The Franchisee must make Cable Service available for the standard installation charge to all persons within its Franchise Area who request Cable Service and agree to subscribe for a minimum period of one year if,

using the most direct route, the distance the distribution line would be extended to provide service divided by the number of people requesting service is not more than three hundred (300) feet from the Cable System, and the drop distance is not more than one hundred fifty (150) feet from the cable system. Cable Service shall be provided to all persons who are not within these distances if the person agrees to pay the full cost to provide cable service beyond these distances. In addition, Franchisee promises to enter all joint utility trenches and conduit whenever available upon reasonable notice within its franchise area at no charge to new subscribers. If Franchisee fails, after notice, to enter a conduit or joint trench, any later construction to reach locations that would otherwise have been served from the conduit or trench shall be at Franchisee's sole expense.

(c) Construction of the Institutional Network. The parties to this Agreement will execute a separate and simultaneous Lease Agreement to coordinate design, construction and operation of the Institutional Network with the rebuilding of the Franchisee's network. Both parties will use best efforts to coordinate on the location of the Franchisee's fiber nodes to maximize the savings to the County while not altering the cost or specifications of the rebuild construction to Franchisee. Pursuant to this separate Lease Agreement, to the extent the County contracts, Franchisee will construct those parts of the County network that are not collocated with Franchisee's facilities and are solely for the County's use. Franchisee shall undertake construction and installation of all County network facilities in accordance with the Lease Agreement and Section



16(d).

(d) Permit Fees.

(1) The County shall waive Right-of-Way Construction Permit fees required by the County in connection with any construction by Franchisee which is solely for the County's Institutional Network or other Facilities described in Section 18(c).

(2) The County shall waive *pro rata* any Right-of-Way Construction Permit fees which are payable to the County's Property Services Division for its services, and which arise in connection with the Franchisee's joint construction of the Cable System and the County's Institutional Network or government access facilities. The *pro rata* share of fees which will be waived shall be calculated by multiplying the total amount of Right-of-Way Construction Permit fees required in connection with Franchisee's joint work by a fraction, the numerator of which is the number of fibers for the County involved in the Franchisee's joint work in the pertinent area, and the denominator of which is the total number of fibers involved in the joint work in the pertinent area. For example, if a project involves one hundred (100) feet of construction, forty (40) feet solely for the Franchisee and sixty (60) feet for both the Franchisee (6 fibers) and the County (2 fibers), the fee shall be calculated as follows:

(40 feet times per ft. charge) + (60 feet times per ft. charge times 6/8) = Franchisee's fee.

(e) Retention of Discretion. The County retains discretion to waive,

extend or grant a substitute construction schedule or equipment requirement upon request and showing by Franchisee that the waiver, extension or substitution will result in improved design or performance of the cable system. If the County exercises its discretion under this Section 18(e), Franchisee shall not be liable for any damages specified in Section 11(a)(1) or 11(a)(3) to the extent of such action by the County. The County will not unreasonably withhold the requested actions.

**19. Conditions on Use of Rights-of-Way: Specific Practices.**

As provided in Sections 2(g) and (h), the construction, operation and repair of the Cable System must be performed in compliance with this Agreement and all applicable laws regarding use of the rights-of-way. The Franchisee's obligations and the County's rights under that Section include, but are not limited to, the following:

(a) Use of Public and Private Property; Generally.

(1) The Cable System shall be constructed, operated and repaired so as to cause minimum interference with the rights and reasonable convenience of property owners (including the County) and users of the right-of-way and other public property. The County may from time to time issue reasonable rules, regulations and permit requirements concerning the construction, operation and repair of the Cable System as appropriate to ensure compliance with this Section 19. Applications for work permits shall be presented to the County's Property Services Division which may require copies of plans, blueprints, cross-sections, or

further detailing of work to be done. Any work done, whether by Franchisee, its contractors, or third parties will include necessary paving, patching, grading, and any other reasonably necessary repair or restoration to the County rights-of-way. All work shall be done to the satisfaction of the County's Director of Public Works.

(2) All equipment, lines, and appurtenances which are used in the operation, maintenance, repair or construction of the Franchisee's system, except for those pieces specifically noted in this Franchise, and which are located within the County's rights-of-way shall be considered to be part of Franchisee's system and shall be the Franchisee's responsibility. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Franchisee, who shall be responsible for all work done under the permit regardless of whether the work is done by the Franchisee, its employees or contractors, or by third parties. Except as contained in Section 18(d), to the extent that permit conditions are more stringent than the provision of this Franchise, the permit conditions shall govern.

(3) Franchisee shall obtain all required permits or easements before commencing any construction, reconstruction, repair, maintenance, or other work or property use. Permits for emergency work shall be obtained as soon as possible, but in no event later than one working day after the work is begun.

(4) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner and may be subject to the supervision, inspection, approval and direction of the County Engineer. The Franchisee must

comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law and permits during construction, operation and repair of its Cable System. By way of illustration and not limitation, the Franchisee must comply with the then current edition of the County Road Standards, National Electric Code published by the National Fire Protection Association (currently ANSI/NFPA 70-1990, and replaced by subsequently adopted additions); National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc. (currently ANSI C2-1990 and replaced by subsequently adopted additions); and Occupational Safety and Health Administration (OSHA) Safety and Health Standards. In addition, all work shall be performed in accordance with the National Cable Television Association Standards of Good Engineering Practices and the Franchisee's Construction Procedures Manual, except to the extent the practices described therein are inconsistent with applicable law. All traffic control shall be done in compliance with the then current edition of Manual on Uniform Traffic Control Devices, Part VI.

(5) Inspection fees shall be charged and billed monthly in accordance with administrative procedures developed by the County's Department of Public Works.

(b) Use of Poles and Conduits.

(1) Where electrical and telephone utility wiring is installed underground at the time of initial Cable System construction, or when such wiring is subsequently placed underground, all Cable System lines or wiring and

equipment shall also be placed underground on a nondiscriminatory basis with other wire line services at no additional expense to the County or subscribers.

Related Cable System equipment such as pedestals must be placed in accordance with County code requirements and underground utility rules as interpreted by the County Road Engineer. In areas where both electric and telephone utility wiring is aerial, the Franchisee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(2) The Franchisee shall utilize existing poles and conduit wherever possible.

(3) The Franchise does not grant, give or convey to the Franchisee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the County or any other person without their permission. Copies of agreements for use of poles, conduits or other utility facilities must be provided upon request by the Cable Office upon demonstrated need and subject to protecting Franchisee's proprietary information from disclosure to third parties.

(4) In any case where the Franchisee is or has been authorized to erect a pole, the Franchisee shall extend the right to use its poles upon reasonable terms and conditions to other persons having a franchise or permit to maintain lines and facilities upon the same road or right of way (a "franchise holder"). The County shall have the right to install and maintain free of charge upon the poles owned by the Franchisee any facilities that do not unreasonably interfere with the

**Franchisee's Cable System.**

**(c) Repair and Restoration of Property.**

**(1) The Franchisee shall protect public and private property from damage. If damage occurs, the Franchisee shall promptly notify the property owner.**

**(2) If public or private property is disturbed or damaged, the Franchisee shall restore the property to its former condition including necessary paving, patching, grading and other necessary repair or restoration, normal wear and tear excepted. Public right-of-way or other County property shall be restored to its former condition, normal wear and tear excepted, in a manner and within a time approved by the County Road Engineer or custodial agency. If restoration of public right-of-way or other County property is not satisfactorily performed within a reasonable time, the County Road Engineer or custodial agency may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create a risk to public health or safety, or cause delay or added expense to a public project or activity, cause the repairs to be made at the Franchisee's expense and recover the cost of those repairs from the Franchisee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Franchisee shall pay the County. Consistent with Section 11(a), if suit is brought upon Franchisee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of the County, then the Franchisee shall pay all of the County's actual costs resulting from the non-payment, including**

interest from the date the bill was presented, disbursements, attorney's fees and litigation-related costs. Private property must be restored promptly, considering the nature of the work that must be performed.

(3) Within thirty (30) calendar days of the effective date of the Franchise and prior to commencing any construction or upgrade, Franchisee shall provide a restoration bond in the amount set by the County Road Engineer. As construction of the initial or upgraded cable system is completed, the amount of the bond may be reduced and/or released by the County. The bond required by this Section 19 shall be governed by the requirements of K.C.C. Section 14.44.080.

(4) The County may require an additional restoration bond, pursuant to K.C.C. §14.44.080, to be posted by Franchisee prior to any construction, operation or repair in the County's right-of-way occurring subsequent to the completion of the initial construction or upgrade of the Cable Systems, in a reasonable amount and upon such terms as determined by the County Road Engineer. The Franchisee may obtain one bond to meet the requirements of both Section 19(c)(3) and Section 19(c)(4) if the combined bond meets the requirements and has the approval of both the County's Property Services Division and the Director of Public Works.

(5) Prior to entering onto private property to construct, operate or repair its Cable System, Franchisee shall give the person residing on or using the property adequate notice that it intends to work on the property, a description of

the work it intends to perform and a name and phone number the person can call to protest or seek modification of the work. Work shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners, residents and users.

(d) Movement of Cable System For and By County. The County may remove, replace, modify or disconnect Franchisee's facilities and equipment located in the public right-of-way or on any other County property in the case of fire, disaster, or other emergency, or when a County project or activity makes the removal, replacement, modification or disconnection necessary or less expensive for the County. Except during an emergency, the County shall attempt to provide reasonable notice to Franchisee prior to taking such action and shall, when feasible, provide Franchisee with the opportunity to perform such action. Following notice by the County, Franchisee shall remove, replace, modify or disconnect any of its facilities or equipment within any public right-of-way, or on any other County property, except that the County shall provide at least one hundred eighty (180) days written notice of any major capital improvement project which would require the removal, replacement, modification or disconnection of Franchisee's facilities or equipment. If the Franchisee fails to complete this work within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to the Franchisee. Within thirty (30) days of receipt of an itemized list of those costs, the Franchisee shall pay the County. Notwithstanding the provisions of Section 2.(n), the County, its officials,



officers employees and agents shall not be liable to the Franchisee for any damage caused as a result of action taken under this Section 19(d).

(e) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation, or repair of the facilities or equipment of another franchise holder, Franchisee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. The parties shall determine how costs associated with the removal, relaying or relocation shall be allocated.

(f) Movement for Other Permittees. At the request of any person holding a valid oversize load or similar permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes, including standby time, must be paid by the permit holder, and Franchisee may require a reasonable deposit of the estimated payment in advance.

(g) Tree Trimming and Excavation. The Franchisee shall have the authority to trim trees that overhang a public right-of-way of the County so as to prevent the branches of such trees from coming in contact with its Cable System, in accordance with applicable County Codes and regulations. At the option of the County, such trimming to the extent reasonable to satisfy the purpose of Section 19(g) may be done at Franchisee's expense by the County or under its direct supervision.

(h) Decisions of County Road Engineer. Whenever the decision, requirement or approval is by this Agreement to be a determination of the County Road Engineer, that determination shall be conclusive upon the parties hereto, except in that instance where the determination is arbitrary, made in bad faith or to defraud the parties hereto.

(i) Road Vacations. If, at any time, the County vacates any County rights-of-way covered by this limited Franchise, the County shall not be held liable for any damages or loss to the Franchisee by reason of such vacation.

## 20. Operation and Reporting Provisions.

(a) Books and Records.

(1) The County and its representatives shall have the right to inspect and to have copied any and all books and records of the Franchisee and its affiliates which the County reasonably deems necessary in order to monitor compliance with the terms of the Cable Ordinance, this Agreement, or applicable law. The County may conduct its inspection and copying at any time during normal business hours upon reasonable notice.

(2) The Franchisee shall maintain throughout the franchise term, at a location approved by the County, all records and information necessary to document its compliance with this Agreement, the Cable Ordinance, including those respecting its equal employment opportunity plan and its utilization of minority and women's businesses in its overall public and private business

activities. The County shall have the right, on reasonable prior notice to Franchisee, to inspect and have copied all such records and information on demand. If the books and records are made available at a location other than within the County, the Franchisee must pay all reasonable expenses of the County or its representatives associated with travelling to inspect, audit or copy the books or records.

(3) The County shall have the right to have copied any documents it reasonably requires to carry out its responsibilities under this Agreement or the Cable Ordinance. Franchisee may mark documents the County has copied as "proprietary." The County will notify Franchisee if any third party seeks release of any document so marked and the County will withhold release for the maximum period permitted by law to provide Franchisee the opportunity to seek court protection against release of the requested documents.

(4) To the extent the books and records the County deems relevant are held by the franchisee or its Affiliates, the Franchisee is responsible for collecting those books and records and producing them at the location specified above.

(5) After the County has carried out its responsibilities which involve any copied records of the Franchisee, it shall, at Franchisee's option, either destroy such copies or return them to Franchisee to the extent permitted by law.

(b) Reports. The Franchisee shall provide the reports specified below, and such other reports as may be required.

(1) Within three (3) months of the close of its fiscal year, the Franchisee shall provide the Cable Office with the following:

(i) A company annual report certified by a corporate officer.

(ii) A copy of updated maps depicting the location of all cable plant. On these maps, one (1) inch shall represent no more than 800'. These maps shall be accompanied by a digital copy in a standard format and medium agreed upon by the County and the Franchisee. The maps must include at least two tick marks representing Public Land Survey System section corners.

(iii) A report detailing whether each applicable customer service standard as defined by FCC Rules, Cable Ordinance, and required by the Franchise were met. For each standard not met, the report will explain the cause, and corrections taken for each.

(iv) An estimate of the number of disabled, elderly and low income subscribers receiving any rate discounts, and the amount of the discounts.

(2) Within one (1) month of the end of each quarter, which shall end on March 31, June 30, September 30, and December 31 of every year, the Franchisee shall provide the Cable Office with the following information:

(i) A statement, in a form specified by the County showing the number of subscribers served in the entire system and in the franchise area; and the number of channels on the basic tier, on the expanded tier, and from satellite; and any annexations or incorporations that occurred since the previous

reporting period. In addition, the statement shall separately list revenues for each source of revenue which is included within the definition of gross revenues in the County Cable Ordinance.

(ii) A quarterly report summarizing Cable System outages in the County franchise area. An outage includes any loss of one or more video or audio channels that affects the lesser of 10% of the subscribers on a single fiber optic node or 50 or more subscribers on the same distribution line simultaneously, but does not include instances where the sound or video is lost prior to its receipt by the Cable System.

(iii) For each month during the quarter, a subscriber bill showing all categories used by the system but with zero dollar amounts will be addressed to the County Cable Office, together with copies of all other information, offers and notices sent to subscribers as a group.

(3) Franchisee shall provide the Cable Office the following:

(i) A statement of the resolution of complaints referred to it by the Cable Office. Notwithstanding any provision of the Cable Ordinance that could be read to require a more formal response, such notice shall be by telephone unless the Cable Office requests written notice, and shall be given as soon as practicable.

(ii) Franchisee shall provide all reports as required under Section 13 of this Franchise Agreement.

(iii) Franchisee shall provide the Cable Office with reasonable

notice via facsimile or telephone within four (4) hours of any unanticipated or unplanned complete or partial loss of service affecting 500 or more subscribers on the same distribution line or fiber node within the County's franchise area, including their date, time, cause, location by street, and expected time of repair. As soon as possible after completion of the repair work, the Franchisee shall notify the Cable Office of the actual date and time of completion of the repair.

(iv) Franchisee shall provide the Cable Office within a 24-hour period advance notice of any planned outages affecting 500 or more subscribers on the same distribution line or fiber node within the County's franchise area.

(c) Books and Records Must Be Maintained. Franchisee must maintain a complete set of books and records available for inspection, audit and copying by the County for purposes of ascertaining compliance with requirements of this Agreement and applicable law and regulations. Books and records must be retained for a period of at least five years. The County shall conduct inspections and audits no more frequently than annually unless the County has reasonable cause to believe the Franchisee is in material violation of this Agreement or the Cable Ordinance. The Franchisee shall be given reasonable notice prior to any inspection, audit or copying of books and records; the inspection shall be conducted during normal business hours. The books and records must either be made available in the County at a local office of the Cable Systems, or the Franchisee must pay all reasonable expenses of the County or its representatives associated with travelling to inspect, audit or copy the books or records. Nothing

in this Section 20 waives FCC open records provisions.

(d) Retention of Records; Relation to Privacy Rights. The Franchisee shall take all steps required, if any, to ensure that it is able to provide the County all information which must be provided or may be requested under the Cable Ordinance or this Agreement, including by providing appropriate subscriber privacy notices. Nothing in this Section 20 shall be read to require the Franchisee to violate 47 U.S.C. § 551. The Franchisee shall be responsible for blacking out any data that federal law prevents it from providing to the County.

(e) Charges for Inspection, Audits or Tests. In addition to any expenses the Franchisee must bear under Section 20(c), if an inspection, audit or test determines that Franchisee has not materially complied with applicable FCC technical standards, the Franchisee shall reimburse the County for all reasonable costs including expert fees arising from the inspection, audit or test. In addition, if it is determined that Franchisee has underpaid amounts due the County by more than four percent (4%) of the amount owing, or the Franchisee has not materially complied with FCC technical standards, the County shall have the right to conduct additional inspections, audits or tests, and to charge all costs arising from these inspections, audits or tests to the Franchisee until it is determined that the Franchisee is in full compliance. These charges are incidental to the enforcement of the Franchise; they do not limit any right the County may have to exercise any other remedy. To the extent this paragraph conflicts with the County Cable Ordinance, this paragraph will prevail.

**21. Remedies.**

(a) Rights of County. In addition to exercising any of the other remedies provided in this Agreement, or the remedies available under applicable law, the County may revoke the Franchise and void the Franchise Agreement if:

(1) Franchisee attempts to or does practice any fraud or deceit in its conduct or relations under this Franchise Agreement or in the process of being granted the rights, authority, power, privileges and permission herein; or

(2) Franchisee attempts deliberately to evade any material provision of this Franchise Agreement, the Cable Ordinance or the Cable Rules; or

(3) Franchisee fails to correct any material breach of this Agreement, the Cable Ordinance or the Cable Rules after notice and opportunity to cure; or

(4) Franchisee repeatedly violates this Agreement, the Cable Ordinance, or the Cable Rules regardless of whether any single provision violated is deemed immaterial; or

(5) Franchisee abandons its Franchise.

Without limitation, the failure of Franchisee to comply with the deadlines established herein, its failure to provide or maintain the required reports and records or its failure to comply with applicable law shall be deemed a material violation of this Franchise Agreement.

(b) Rights of Franchisee. Notwithstanding any provision of the Cable Ordinance to the contrary that could be read to limit the Franchisee's rights, before



the County revokes the Franchise, it shall:

- (1) Provide notice to the Franchisee of the violation;
- (2) Permit the Franchisee to request an opportunity to be heard on

the issue; and

- (3) If the Franchisee timely requests an opportunity to be heard, allow the Franchisee to appear and present information relevant to determining whether the violation occurred, and the appropriate remedy for the violation, if any.

The parties agree that K.C.C. §6.27A.240 satisfies the requirements of this Section 21.(b).

(c) Procedures Prior to Revocation

(1) Notice of Violation. County shall provide Franchisee with a detailed written notice of any franchise violation upon which it proposes to take revocation action, and a ninety (90) day period within which Franchisee may demonstrate that a violation does not exist or cure the alleged violation.

(2) Default. If Franchisee fails to disprove or cure the violation within ninety (90) days, then County may declare the Franchisee in default, which declaration must be in writing.

(3) Hearing Available to Franchisee. Within fifteen (15) days after receipt of a written declaration of default from the County, Franchisee may request, in writing, a hearing before the County or its agent, in a public proceeding. Such hearing shall be held within forty-five (45) days of the receipt of the request therefor and a decision rendered within thirty (30) days after the conclusion of the

hearing. Any decision shall be in writing and shall be based upon written findings of fact.

(d) Duty to Exhaust Remedies. In the event of any dispute between the Franchisee and the County arising out of this Franchise Agreement, the Cable Ordinance or the Cable Rules, the Franchisee agrees to pursue and exhaust all administrative remedies pursuant to law prior to pursuing any legal or equitable remedy.

(e) Effect of Revocation or Forfeiture. The revocation or forfeiture of the Franchisee's rights under the Franchise shall not affect any of the County's rights under the Franchise or applicable law. The Franchisee shall continue to be bound, for example, by any duties it may have under the Cable Ordinance to continue to provide service.

## 22. Abandonment.

(a) Effect of Abandonment. If the Franchisee abandons its System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the County, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Franchisee restores service under conditions acceptable to the County or until the Franchise is revoked and a new Franchisee selected by the County is providing service; or obtain an injunction requiring the Franchisee to continue operations. If the County is required to operate or designate another entity to operate the Cable

System, the Franchisee shall reimburse the County or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Cable System.

(b) What Constitutes Abandonment. The County shall be entitled to exercise its option and obtain any required injunctive relief if:

(1) The Franchisee fails to provide Cable Service in accordance with this Franchise Agreement over a substantial portion of the Franchise Area for ninety-six (96) consecutive hours, unless the County authorizes a longer interruption of service; or

(2) The Franchisee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise Agreement.

### **23. Exercise of Right to Purchase.**

(a) Option to Purchase. The County shall have the option to purchase the Cable System as provided in this Agreement, to the extent consistent with federal law.

(b) Arbitration.

(1) If the County exercises a right to purchase the Cable System pursuant to the Agreement and the parties are unable to agree on a price for the purchase of the system, or the terms and conditions of the sale, the price of the Cable System may be determined by arbitration as set forth below.

(2) The arbitration procedure employed shall be consistent with the

rules and procedures of the American Arbitration Association. The Cable Office and the Franchisee will each select a qualified arbitrator. The two persons selected shall select a third qualified arbitrator, and the three arbitrators will constitute a panel whose decision is binding on the County and the Franchisee. The fees of the arbitrators selected by each party shall be paid by that party, and the fees of the third arbitrator shall be paid one-half each by the County and the Franchisee. The other costs of the proceeding shall be shared equally by the County and the Franchisee.

(3) Notwithstanding the above, nothing shall require the County to submit the matter to arbitration should it purchase the Cable System through an exercise of the right of eminent domain.

(c) Rights Not Waived. The purchase option provided under Section 23.(a) does not waive any rights the Franchisee may have under applicable law.

#### **24. Miscellaneous Provisions.**

(a) Governing Law. This Franchise Agreement shall be governed in all respects by the laws of the State of Washington. All actions brought by the Franchisee against the County, whether brought in state or federal court, shall be brought in a court located in King County, Washington, unless prohibited by law.

(b) Force Majeure. The Franchisee shall not be deemed in default with provisions of its Franchise where performance was rendered impossible by war or riots, civil disturbances, labor strikes, floods, or other circumstances beyond the

Franchisee's control, and the Franchise shall not be revoked or the Franchisee penalized for such noncompliance, provided that the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health or safety of the Franchisee's employees or the integrity of its property, or the health or safety of the public, or the integrity of public right-of-way, public property, or private property; and only if the Franchisee has notified the County in writing of the reason for the inability within three (3) business days of the Franchisee's discovery of the reason.

(c) Connections to System; Use of Antennae.

(1) Subscribers shall have the right to attach devices to the Franchisee's System to allow them to retransmit signals or services when authorized by the Franchisee. Subject to reasonable provisions to prevent signal and service theft, subscribers also shall have the right to use their own remote control devices and converters, and other similar equipment and, if possible, the Franchisee shall provide information to consumers which will allow them to adjust such devices so that they may be used with the Franchisee's System.

(2) The Franchisee shall not, as a condition of providing service, require a subscriber or potential subscriber to remove any existing antenna, or disconnect an antenna except at the express direction of the subscriber or potential subscriber, or prohibit or discourage a subscriber from installing an antenna switch, provided that such equipment and installations are consistent with applicable law.

(d) Calculation of Time. Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, the franchisee is directed to file action within ten (10) calendar days, the action must be completed no later than midnight January 11.

(e) Time of Essence; Maintenance of Records of Essence. In determining whether the Franchisee has substantially complied with its Franchise, the parties agree that time is of the essence to this Agreement. As a result, the Franchisee's failure to complete construction, extend service, seek approval of transfers, or provide information in a timely manner may constitute material breaches. The maintenance of records and provision of reports in accordance with the Franchise is also of the essence to this Agreement.

(f) Guarantee. The performance of the Franchisee shall be guaranteed in all respects by TCI Pacific, Inc. A signed guarantee, in a form acceptable to the County shall be filed with the Cable Office prior to the effective date hereof.

(g) Captions. The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

02/13/11  
14:17:11  
02/13/11

**12133**

[Signatures on Next Page]

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12133

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1996.

TELE-VUE SYSTEMS, INC. D/B/A VIACOM CABLE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

KING COUNTY, WASHINGTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**12133**

**Attachment I  
Institutional Network Sites**

This Attachment lists the locations the Franchisee, as directed by work order pursuant to the Lease Agreement, shall connect to the Institutional Network. The County has the right to reasonably substitute new site addresses prior to Franchisee construction to a site location if the activity at any site in Attachment I is moved to a new site location. Provided however, the total number of sites identified in this Attachment I may not be exceeded.

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1/4/96

TCI/VIACOM I-NET Sites - as of 4:45 PM on

Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
Camera/Data Sites			South 348th at SR 99	Federal Way		0	VIACOM S
Camera/Data Sites			1st S. at S 320th	Federal Way		0	VIACOM S
Camera/Data Sites			Coal Creek Pkwy./119th, SE (I-405)			0	VIACOM N
Camera/Data Sites			Meridian Ave., N & N 175th St.			0	TCI N.S
Camera/Data Sites			Military Rd./ S. 188th St.	SeaTac		0	TCI S.S
Camera/Data Sites			South 320th St./SR 99	Federal Way		0	VIACOM S
Camera/Data Sites			1st Ave., S. & South 148th St.	Seattle		0	TCI S.S
Camera/Data Sites			128th S.E. at SE 36th (I-90)			0	VIACOM N
Camera/Data Sites			150th S.E. at SE 38th (I-90)			0	VIACOM N
County Libraries		Alpona Pacific Library	255 Ellingson Rd	Pacific	98047	0	TCI
County Libraries		Bellevue Regional Library	1111 110th Ave. NE	Bellevue	98004	0	VIACOM N
County Libraries		Black Diamond Library	24301 Roberts Dr.	Black Diamond	98010	0	TCI
County Libraries		Bothell Library	9654 N.E. 182nd	Bothell	98011	0	VIACOM N
County Libraries		Boulevard Park Library	12015 Roseberg Ave. S	Seattle	98188	-1	TCI
County Libraries		Burien Library	14700 6th SW	Burien	98148	0	TCI
County Libraries		Carnation Library	4804 Tolt Ave.	Carnation	98014	0	TCI (API)
County Libraries		Covington Library	27100 164th SE	Covington	98042	-1	TCI AUBU*
County Libraries		Des Moines Library	21620 11th Ave. S	Des Moines	98198	0	TCI
County Libraries		Duvall Library	15619 NE Main St	Duvall	98019	0	VIACOM/SU
County Libraries		Fairwood Library	17009 140th Ave. SE	Renton	98058	-1	TCI
County Libraries		Fall City Library	33415 42 Pl., SE	Fall City	98024	-1	TCI/ALL PT
County Libraries		Federal Way Branch Library	848 S. 320th St.	Federal Way	98003	0	VIACOM S
County Libraries		Federal Way Regional Library	34200 1st Way S	Federal Way	98003	0	VIACOM S
County Libraries		Foster Library	4205 S. 142nd	Tukwile	98188	0	TCI
County Libraries		Issaquah Library	120 E. Sunset Way	Issaquah	98027	0	TCI/ALL PT
County Libraries		Kenmore Library	18138 73rd NE	Bothell	98011	-1	TCI
County Libraries		Kent Regional Library	212 N 2nd Ave.	Kent	98032	0	TCI
County Libraries		King County Library System	300 8th Ave. N	Seattle	98109	0	VIACOM N
County Libraries		Kingsgate Library	12315 NE 143rd St	Kirkland	98034	-1	VIACOM N
County Libraries		Lake Forest Park Library	17171 Bothell Way NE	Lake Forest Pa	98155	0	VIACOM N

Division	SubDivision	Site	Street	City	Zip	UnIn	Franchisee
County Libraries		Lake Hills Library	15228 Lake Hills Blvd.	Bellevue	98007	0	VIACOM N
County Libraries		Maple Valley Library	23730 Maple Valley Hwy	Maple Valley	98038	-1	TCI
County Libraries		Mercer Island Library	4400 88th SE	Mercer Island	98040	0	VIACOM
County Libraries		Muckleshoot Library	38811 172nd Ave. SE	Auburn	98092	-1	TCI
County Libraries		Newport Way Library	14250 S.E. Newport Way	Bellevue	98006	-1	VIACOM N
County Libraries		North Bend Library	115 E 4th St	North Bend	98045	0	TCI
County Libraries		Redmond Library	15810 N.E. 85th	Redmond	98052	0	VIACOM N
County Libraries		Shoreline Library	345 N.E. 175th	Shoreline	98155	0	TCI
County Libraries		Skykomish Library	100 5th SE	Skykomish	98288	0	TCI7 (none)
County Libraries		Skyway Library	7614 S. 126th	Seattle	98178	-1	TCI
County Libraries		Snoqualmie Library	218 River St.	Snoqualmie	98065	0	TCI
County Libraries		Tukwila Library	14475 59th Ave. S	Tukwila	98168	0	TCI
County Libraries		Valley View Library	17850 Military Rd. S	SeaTac	98188	0	TCI
County Libraries		Vashon Library	17210 Vashon Hwy. SW	Vashon Island	98070	-1	VIACOM S
County Libraries		White Center Library	11220 16th Ave. SW	Seattle	98146	-1	TCI
County Libraries		Woodinville Library	17105 Avondale Rd NE	Woodinville	98072	-1	VIA-N/SUM*
County Owned/Leased		Bank of California	910 4th Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		Central Building	802 3rd Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		Department of Youth Services	1211 East Alder St.	Seattle	98122	0	VIACOM N
County Owned/Leased		Dept. of Development & Environmental Svc	3600 136th Pl SE	Bellevue	98004	0	VIACOM N
County Owned/Leased		Eastside Animal Shelter	821 164th Ave., SE	Bellevue	98008	0	VIACOM N
County Owned/Leased		Harborview Hospital	325 9th Ave.	Seattle	98104	0	VIACOM N
County Owned/Leased		Kent Animal Shelter	21615 64th Ave., S	Kent	98032	0	TCI
County Owned/Leased		Key Tower Center (Gateway Tower)	700 5th St.	Seattle	98104	0	TCI DTWN
County Owned/Leased		King County Administration Bldg.	500 4th Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		King County Airport - Boeing Field	7233 Perimeter Rd.	Seattle	98109	0	TCI
County Owned/Leased		King County Assessor - Bellevue	475 112th Ave., SE	Bellevue	98004	0	VIACOM N
County Owned/Leased		King County Correctional Facility	500 5th Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		King County Courthouse	516 3rd Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		King County Stadium (Kingdome)	201 S. King St.	Seattle	98104	0	TCI DTWN

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1/4/96

TCI/VIACOM I-NET Sites - as of 4:45 PM on

Division	SubDivision	Site	Street	City	Zip	UnIn	Franchise
County Owned/Leased		New Jail Site - Bellevue		Bellevue		0	VIACOM N
County Owned/Leased		Parks Division - Luther Burbank Pk.	2040 84th Ave., SE	Mercer Island	98040	0	VIACOM N
County Owned/Leased		Police Precinct #2	18118 73rd Ave. NE	Bothell	98011	0	VIACOM N
County Owned/Leased		Police Precinct #3	22300 S.E. 231st St.	Maple Valley	98038	0	TCI
County Owned/Leased		Police Precinct #4	14905 6th Ave. SW	Burien	98166	0	TCI
County Owned/Leased		Police Precinct #5	34004 9th Ave., S	Federal Way	98003	0	VIACOM S
County Owned/Leased		Prfontaine Building	110 Prfontaine Pl. S	Seattle	98104	0	TCI DTWN
County Owned/Leased		Public Works / Renton	155 Monroe Ave., NE	Renton	98056	0	TCI
County Owned/Leased		Regional Justice Center	James St. & 4th Ave., N	Kent	98032	0	TCI
County Owned/Leased		Smith Tower	506 2nd Ave.	Seattle	98104	0	TCI DTWN
County Owned/Leased		Yesler Building	400 Yesler Way	Seattle	98104	0	TCI DTWN
County Owned/Leased	Prosecutor Offices	Columbia Center	700 4th Ave	Seattle	98104	0	TCI DTWN
County Owned/Leased	Remote Location	Department of Youth Services Auburn	#2, First SE	Auburn	98002	0	TCI
County Owned/Leased	Remote Location	Department of Youth Services Bellevue	11101 NE 8th St	Bellevue	98004	0	VIACOM N
County Owned/Leased	Remote Location	Department of Youth Services Burien	15111 8th Ave SW	Burien	98166	0	TCI S
County Owned/Leased	Remote Location	Department of Youth Services Renton	451 SW 10th St	Renton	98055	0	TCI
County Owned/Leased	Remote Location	Department of Youth Svcs North Seattle	1833 N 105th St	Seattle	98133	0	TCI
District Courts		Aukeen District Court	1210 South Central	Kent	98032	0	TCI
District Courts		Bellevue District Court	585 112th Ave., SE	Bellevue	98004	0	VIACOM N
District Courts		Federal Way District Court	33506 10th Pl., S	Federal Way	98003	0	VIACOM S
District Courts		Issaquah District Court	640 N.W. Gilman Blvd.	Issaquah	98027	0	VIACOM N
District Courts		Mercer Island District Court	9611 S.E. 38th St.	Mercer Island	98040	0	VIACOM S
District Courts		Renton District Court	3407 N.E. 2nd St.	Renton	98056	0	TCI
District Courts		Shoreline District Court	18110 Midvale Ave., N	Shoreline	98133	0	TCI
District Courts		Southwest District Court	601 S.W. 149th St.	Burien	98166	0	TCI
District Courts		Vashon District Court	19021 SW 99th	Vashon	98070	0	VIACOM S
District Courts	Probation Branch	Kent District Court	1210 S Central	Kent	98033	0	TCI S
District Courts	Probation Branch	Redmond District Court	15920 NE 85th St	Redmond	98052	0	VIACOM N
Harborview Medical Clinics		AIDS Clinic, A.C.T.U. Clinic	1001 Broadway	Seattle	98122	0	VIACOM N*
Harborview Medical Clinics		Airfrt NW	6987 Perimeter Rd. S	Seattle	98108	0	TCI

Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
Harborview Medical Clinics		Cascade	1016 Jefferson	Seattle	98104	0	TCI
Harborview Medical Clinics		Injury Prevention, Finance, Mark. & Plan	633 Yesler	Seattle	98104	0	TCI
Harborview Medical Clinics		Medic 1/Airlift	509 9th	Seattle	98104	0	TCI
Harborview Medical Clinics		Millionaire Club	2515 Western	Seattle	98121	0	TCI
Harborview Medical Clinics		MITI	1910 Fairview East	Seattle	98102	0	VIACOM N*
Harborview Medical Clinics		N.W. UPLD	1203 James	Seattle	98104	0	TCI
Harborview Medical Clinics		Pioneer Square Clinic	206 3rd S	Seattle	98104	0	TCI
Harborview Medical Clinics		Purchasing	4101 1st Ave S	Seattle	98134	0	TCI
Harborview Medical Clinics		Sexual Assault Center	1401 E. Jefferson	Seattle	98122	0	VIACOM N*
Harborview Medical Clinics		Vocational Services	914 E. Jefferson	Seattle	98122	0	VIACOM N*
Health Department Clinics		AIDS Prevention Unit	2124 4th Ave.	Seattle	98121	0	VIACOM N*
Health Department Clinics		Columbia Health Center	4400 37th Ave., S	Seattle	98118	-1	VIACOM N*
Health Department Clinics		Dental Health Services	1404 South Central Ave.	Kent	98032	0	TCI
Health Department Clinics		Downtown District Health Center	2124 4th Ave.	Seattle	98121	-1	VIACOM N*
Health Department Clinics		Eastgate Public Health Center	14350 S.E. Eastgate Way	Bellevue	98007	-1	VIACOM N*
Health Department Clinics		Federal Way Health Clinic	33431 13th Pl., S	Federal Way	98003	-1	VIACOM S
Health Department Clinics		Health Dept. Lab and Bureau of Vital St.	Public Safety Building - 610 3rd	Seattle	98104	0	TCI DWTN
Health Department Clinics		North District Health Center	10501 Meridian Ave., N	Seattle	98133	-1	TCI
Health Department Clinics		Northshore Public Health Clinic	10808 N.E. 145th St.	Bothell	98011	-1	VIACOM N*
Health Department Clinics		Northwest Family Center	1001 Broadway	Seattle	98122	-1	VIACOM N*
Health Department Clinics		South Public Health Center	20 Auburn Ave.	Auburn	98002	-1	VIACOM S
Health Department Clinics		Southeast Public Health Center	3001 N.E. 4th St.	Renton	98056	-1	TCI
Health Department Clinics		Southwest Public Health Center	10821 9th Ave., SW	Seattle	98146	-1	TCI
Health Department Clinics	Alcohol & Substance	Alcohol and Drug Detox. Program	1421 Minor	Seattle	98101	0	TCI
Health Department Clinics	Alcohol & Substance	Cedar Hills Treatment Facility	15900 227th Ave., SE	Maple Valley	98039	0	TCI AUBURN
Health Department Clinics	Alcohol & Substance	North Rehabilitation Center	2002 NE 150th St.	Seattle	98155	-1	TCI
K-12 Schools in King County	Auburn School District	Hazelwood Elementary School	11815 SE 304th St	Auburn	98092	-1	VIACOM S
K-12 Schools in King County	Auburn School District	Lake View Elementary School	16401 SE 318th	Auburn	98092	-1	TCI AUBU*
K-12 Schools in King County	Auburn School District	Lea Hill Elementary School	30908 124th Ave SE	Auburn	98092	-1	VIACOM S
K-12 Schools in King County	Auburn School District	Rainier Middle School	30820 116th Ave SE	Auburn	98092	-1	VIACOM S

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Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
K-12 Schools in King County	Bellevue School District	Eastgate Elementary	42551 153rd Ave. SE	Bellevue	98006	-1	VIACOM N*
K-12 Schools in King County	Enumclaw School District	Westwood Elementary	21200 S.E. 416th	Enumclaw	98022	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Camelot Elementary	4041 S. 298th St.	Auburn	98001	-1	VIACOM S*
K-12 Schools in King County	Federal Way Sch. District	Kilo Jr. High	4400 S. 308th	Auburn	98001	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Lake Dolloff Elementary	4200 S. 308th St.	Auburn	98001	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Lakeland Elementary	35675 32nd Ave S	Auburn	98001	-1	VIACOM S*
K-12 Schools in King County	Federal Way Sch. District	Meredith Hill Elementary	5830 S 300th St	Auburn	98001	-1	VIACOM S
K-12 Schools in King County	Federal Way Sch. District	Rainier View Elementary	3015 S 368th St	Federal Way	98003	-1	VIACOM S
K-12 Schools in King County	Federal Way Sch. District	Thomas Jefferson Senior High	4248 S. 288th	Auburn	98001	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Valhalla Elementary	27847 42nd Ave. S	Auburn	98001	-1	TCI
K-12 Schools in King County	Federal Way Sch. District	Woodmont Elementary	26454 - 16th Ave. S	Kent	98032	-1	TCI
K-12 Schools in King County	Highline School District	Beverly Park Elementary	1201 S. 104th St.	Seattle	98168	-1	TCI
K-12 Schools in King County	Highline School District	Cascade Middle School	11212 10th Ave. SW	Seattle	98146	-1	TCI
K-12 Schools in King County	Highline School District	Evergreen High School	830 S.W. 116 St.	Seattle	98148	-1	TCI
K-12 Schools in King County	Highline School District	Hilltop Elementary	12250 24th Ave. S	Seattle	98168	-1	TCI
K-12 Schools in King County	Highline School District	Mcunt View Elementary	10811 12th Ave. SW	Seattle	98146	-1	TCI
K-12 Schools in King County	Highline School District	North Hill Elementary	19835 8th Ave. S	Seattle	98148	-1	TCI
K-12 Schools in King County	Highline School District	Salmon Creek Elementary	614 S.W. 120th St.	Seattle	98146	-1	TCI
K-12 Schools in King County	Highline School District	Satellite Alternative High School	440 S. 186th Street	Seattle	98148	-1	TCI
K-12 Schools in King County	Highline School District	Southern Heights Elementary	11249 14th Ave S	Seattle	98168	-1	TCI
K-12 Schools in King County	Highline School District	White Center Heights Elementary	712 S.W. 102nd St.	Seattle	98146	-1	TCI
K-12 Schools in King County	Issaquah School District	Apollo Elementary	15025 S.E. 117th St.	Renton	98059	-1	TCI
K-12 Schools in King County	Issaquah School District	Beaver Lake Middle School	25025 SE 32nd	Issaquah	98029	-1	VIACOM N
K-12 Schools in King County	Issaquah School District	Briarwood Elementary	17020 S.E. 134th St.	Renton	98059	-1	TCI
K-12 Schools in King County	Issaquah School District	Challenger Elementary	25200 Klaharie Blvd.	Issaquah	98029	-1	TCI & ALL*
K-12 Schools in King County	Issaquah School District	Discovery Elementary	2300 228th Ave. SE	Issaquah	98027	-1	TCI & ALL*
K-12 Schools in King County	Issaquah School District	Echo Glen School	33010 SE 99th St	Snoqualmie	98065	-1	TCI
K-12 Schools in King County	Issaquah School District	Liberty High School	16655 S.E. 136th St.	Renton	98059	-1	TCI
K-12 Schools in King County	Issaquah School District	Maple Hills Elementary	15844 204th Ave.	Renton	98059	-1	TCI
K-12 Schools in King County	Issaquah School District	Maywood Middle School	14490 168th SE	Renton	98059	-1	TCI

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Division	SubDivision	Site	Street	City	Zip	Unln	Frenchlsee
K-12 Schools in King County	Issequeh School District	Pine Lake Middle School	3200 228th Ave. SE	Issequeh	98027	-1	VIACOM N
K-12 Schools in King County	Issequeh School District	Sunny Hills Elementary	23232 Issequeh-Pine Lake Rd.	Issequeh	98027	-1	VIACOM N
K-12 Schools in King County	Issequeh School District	Sunset Elementary	4229 180th Ave. SE	Issequeh	98027	-1	VIACOM N*
K-12 Schools in King County	Kent School District	Carriage Crest Elementary	18235 140th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Kent School District	Cedar Heights Junior High	19640 SE 272nd St	Kent	98042	-1	TCI AUBU*
K-12 Schools in King County	Kent School District	Cedar Valley Elementary	26500 Timberlane Way SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Covington Elementary	17070 S.E. Wax Road	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Crestwood Elementary	25225 180th Ave. SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Fairwood Elementary	16600 148th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Kent School District	Grass Lake Elementary	28700 191st Pl SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Jenkins Creek Elementary	26915 186th Ave. SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Kentridge High School	12430 S.E. 208th St	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Kentwood High School	25800 164th Ave SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Lake Youngs Elementary	19660 142nd Ave. SE	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Mattson Jr. High School	16400 S.E. 251st St	Kent	98042	-1	TCI
K-12 Schools in King County	Kent School District	Meadow Ridge Elementary	27710 108th Ave SE	Kent	98031	-1	TCI AUBU*
K-12 Schools in King County	Kent School District	Meeker Jr. High School	12600 S.E. 192nd St	Renton	98058	-1	TCI
K-12 Schools in King County	Kent School District	Meridian Jr. High School	23480 120th Ave SE	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Northwood Junior High	17007 SE 184th St	Renton	98058	-1	TCI SOUTH
K-12 Schools in King County	Kent School District	Panther Lake Elementary	20831 108th Ave SE	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Park Orchard Elementary	11010 S.E. 232nd St	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Ridgewood Elementary	18030 162nd Pl SE	Renton	98058	-1	TCI
K-12 Schools in King County	Kent School District	Sawyer Woods Elementary	31135 228th Ave SE	Kent	98042	-1	TCI AUBU*
K-12 Schools in King County	Kent School District	Soos Creek Elementary	12651 S.E. 218th Place	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Sunrise Elementary	22300 132nd Ave. SE	Kent	98042	-1	TCI
K-12 Schools in King County	Lake Washington District	Alcott, Louisa May Elementary School	4213 228th Ave NE	Redmond	98053	-1	VIA-N/SUM
K-12 Schools in King County	Lake Washington District	Dickinson, Emily Elementary	7300 208th Ave NE	Redmond	98053	-1	VIA-N/SUM
K-12 Schools in King County	Lake Washington District	Eastlake High School	400 228th Ave NE	Redmond	98053	-1	VIA-N/SUM
K-12 Schools in King County	Lake Washington District	Evergreen Jr. High School	6900 208th Ave NE	Redmond	98053	-1	VIA-N/SUM
K-12 Schools in King County	Lake Washington District	Finn Hill Jr. High School	8040 N.E. 132nd St	Kirkland	98034	-1	VIACOM N

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TCI/VIACOM I-NET Sites - as of 4:45 PM on

1/4/96

Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
K-12 Schools in King County	Lake Washington District	Frost, Robert Elementary	11801 NE 140th	Kirkland	98034	-1	VIACOM N
K-12 Schools in King County	Lake Washington District	Inglewood Jr. High	24120 N.E. 8th St.	Redmond	98053	-1	VIA-N/SUM*
K-12 Schools in King County	Lake Washington District	Kamiakin Jr. High	14111 132nd Ave NE	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	Keller, Helen Elementary	13820 108th Ave NE	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	McAuliffe, Christe Elementary	23823 N.E. 22nd St	Redmond	98053	-1	VIA-N/SUM*
K-12 Schools in King County	Lake Washington District	Mead, Margaret Elementary	1725 216th Ave NE	Redmond	98053	-1	VIA-N/SUM*
K-12 Schools in King County	Lake Washington District	Muir, John Elementary	14012 132nd Ave NE	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	Sandburg, Carl Elementary	12801 84th Ave NE	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	Smith, Samantha Elementary	23305 N.E. 14th	Redmond	98053	-1	VIA-N/SUM*
K-12 Schools in King County	Lake Washington District	Thoreau, Henry David Elementary	8224 N.E. 138th	Kirkland	98034	-1	VIACOM N*
K-12 Schools in King County	Lake Washington District	Wilder, Laura Ingalls Elementary	22130 N.E. 133rd St	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Arrowhead Elementary	14925 67th Ave. NE	Bothell	98011	-1	VIACOM N*
K-12 Schools in King County	Northshore Sch. District	Bear Creek Elementary	18101 Avondale Rd. NE	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Cottage Lake Elementary	15940 Avondale Rd NE	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	East Ridge Elementary	22150 N.E. 156th Pl	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Hollywood Hill Elementary	17110 148th Ave. NE	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Inglamor Sr. High	15400 Simonds Rd. NE	Bothell	98011	-1	VIACOM N*
K-12 Schools in King County	Northshore Sch. District	Jr High #6 - open fall 1997	19115 215th Way NE (as of 1/2/96 could c	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Kernmore Elementary	19121 71st Ave. NE	Bothell	98011	-1	TCI N
K-12 Schools in King County	Northshore Sch. District	Kernmore Jr. High	20323 66th Ave. NE	Bothell	98011	-1	TCI N
K-12 Schools in King County	Northshore Sch. District	Moerlands Elementary	15115 84th Ave. NE	Bothell	98011	-1	VIACOM N*
K-12 Schools in King County	Northshore Sch. District	Northshore Jr. High	12101 N.E. 160th St.	Bothell	98011	-1	VIACOM N*
K-12 Schools in King County	Northshore Sch. District	Sunrise Elementary	14075 172nd Ave. NE	Redmond	98052	-1	VIA-N/SUM*
K-12 Schools in King County	Northshore Sch. District	Woodmoor Elementary	12225 N.E. 160th St	Bothell	98011	-1	VIACOM N
K-12 Schools in King County	Renton School District	Benson Hill Elementary	18665 116th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Renton School District	Bryn Mawr Elementary	8212 S. 118th St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Campbell Hill Elementary	8418 S. 124th St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Cascade Elementary	16022 116th Ave. SE	Renton	98055	-1	TCI
K-12 Schools in King County	Renton School District	Dirmitt Middle School	12320 80th Ave. S	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Hazelwood Elementary	8928 116th Ave. SE	Renton	98056	-1	TCI



Division	SubDivision	Site	Street	City	Zip	Unin	Franchisee
K-12 Schools in King County	Renton School District	Lakeridge Elementary	7400 S. 115th St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Lindbergh, Charles A. High School	16426 128th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Renton School District	Maplewood Heights Elementary	13430 144th Ave. SE	Renton	98056	-1	TCI
K-12 Schools in King County	Renton School District	Renton Alternative High School	7800 S. 132nd St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Renton School District	Renton Park Elementary	16828 128th Ave. SE	Renton	98058	-1	TCI
K-12 Schools in King County	Renton School District	Sierra Heights Elementary	9901 132nd Ave. SE	Renton	98056	-1	TCI
K-12 Schools in King County	Renton School District	Thomson Early Childhood Center	7812 S. 124th St.	Seattle	98178	-1	TCI
K-12 Schools in King County	Riverview School District	Stillwater Elementary	11530 320th Ave. NE	Carnation	98014	-1	VIACOM N
K-12 Schools in King County	Snoqualmie Valley District	Chief Kanim Middle School	32627 S.E. Redmond - Fall City Rd/Box 639	Fall City	98024	-1	VIACOM N*
K-12 Schools in King County	Snoqualmie Valley District	Fall City Elementary	33314 S.E. 42nd/Box 200	Fall City	98024	-1	VIACOM N*
K-12 Schools in King County	Tahoma School District	Cedar River Elementary	22615 Sweeney Road SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Glacier Park School/Russell Ridge Center	23700 SE 280th	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Lake Wilderness Elementary	24216 Witte Road SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Maple Valley High School/Support Svcs Ct	23015 S.E. 216th Way	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Rock Creek Elementary	25700 Maple Valley-Black Diamond Rd SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Shadow Lake Elementary	22620 Sweeney Road SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Tahoma Central Services	25720 Maple Valley Black Diamond Rd SE	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Tahoma Jr. High	24425 S.E. 216th Way	Maple Valley	98038	-1	TCI AUBU*
K-12 Schools in King County	Tahoma School District	Tahoma Senior High	18200 S.E. 240th	Kent	98042	-1	TCI AUBU*
K-12 Schools in King County	Vashon School District	Chautauque Elementary	9309 SW Cemetery Rd	Vashon	98070	-1	VIACOM S*
K-12 Schools in King County	Vashon School District	McMurray Middle School	9329 S.W. Cemetery Rd	Vashon	98070	-1	VIACOM S*
K-12 Schools in King County	Vashon School District	Vashon Administrative Offices	20414 Vashon Hwy. SW	Vashon	98070	-1	VIACOM S
K-12 Schools in King County	Vashon School District	Vashon Island High School	20120 Vashon Highway SW	Vashon	98070	-1	VIACOM S*
K-12 Schools in King County	Vashon School District	Vashon Kindergarten	9512 S.W. 204 St.	Vashon	98070	-1	VIACOM S*
Manned Fire Dist.Stations/King Dist. 10, Issaquah		Station #222	1851 228th Ave. NE	Redmond	98053	-1	VIA N/SUM
Manned Fire Dist.Stations/King Dist. 10, Issaquah		Station #223	3425 Issaquah - Pine Lake Rd.	Issaquah	98027	-1	VIACOM N
Manned Fire Dist.Stations/King Dist. 10, Issaquah		Station #231	16135 S.E. 113th St.	Renton	98059	-1	TCI
Manned Fire Dist.Stations/King Dist. 11, N. Highline		Station #13	1243 S.W. 112th	Seattle	98146	-1	TCI
Manned Fire Dist.Stations/King Dist. 11, N. Highline		Station #14	1606 S. 128th	Seattle	98168	-1	TCI
Manned Fire Dist.Stations/King Dist. 12, Vashon Is.			10019 S.W. Bank Rd.	Vashon Island	98070	-1	VIACOM S*

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Division	SubDivision	Site	Street	City	Zip	Unin	Franchise
Manned Fire Dist.Stations/King Dist. 14,	Belleve	-	4216 128th Ave. SE	Belleve	98006	-1	VIACOM N
Manned Fire Dist.Stations/King Dist. 16,	Kenmore	-	18030 73rd Ave. NE	Bothell	98011	-1	TCI
Manned Fire Dist.Stations/King Dist. 20,	Skyway	-	12617 76th Ave. S	Seattle	98178	-1	TCI
Manned Fire Dist.Stations/King Dist. 25,	Renton	-	12923 156th Ave. SE	Renton	98059	-1	TCI
Manned Fire Dist.Stations/King Dist. 27,	Fall City	-	4301 334th Pl. SE	Fall City	98024	-1	TCI NB/AUB
Manned Fire Dist.Stations/King Dist. 34,	Redmond	Station #13	8701 208th Ave NE	Redmond	98052	-1	VIACOM N*
Manned Fire Dist.Stations/King Dist. 34,	Redmond	Station #14	5021 264th Ave. NE	Redmond	98053	-1	VIA N/SUMM
Manned Fire Dist.Stations/King Dist. 34,	Redmond	Station #15	4200 228th Ave. NE	Redmond	98053	-1	VIACOM N*
Manned Fire Dist.Stations/King Dist. 36,	Woodinville	Station #34	12703 N.E. 144th St.	Kirkland	98034	-1	VIA N/SUMM
Manned Fire Dist.Stations/King Dist. 36,	Woodinville	Station #35	17825 Avondale Rd. NE	Woodinville	98072	-1	VIA N/SUMM
Manned Fire Dist.Stations/King Dist. 37,	Kent	-	21006 132nd Ave. SE	Kent	98032	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 39,	Fed. Way	Station #1	3203 S. 360th	Auburn	98001	-1	VIACOM S
Manned Fire Dist.Stations/King Dist. 39,	Fed. Way	Station #4	3700 S. 320th	Auburn	98001	-1	VIACOM S
Manned Fire Dist.Stations/King Dist. 39,	Fed. Way	Station #5	4966 S. 298th	Auburn	98001	-1	VIACOM S
Manned Fire Dist.Stations/King Dist. 39,	Fed. Way	Station #6	27010 15th Ave. S	Kent	98032	-1	TCI S
Manned Fire Dist.Stations/King Dist. 40,	Sp. Glen	Station #41	10810 S.E. 176th St.	Renton	98055	-1	TCI S
Manned Fire Dist.Stations/King Dist. 40,	Sp. Glen	Station #42	14810 S.E. Pertovitsky Rd.	Renton	98058	-1	TCI S
Manned Fire Dist.Stations/King Dist. 41,	Kirkland	Station #25	12033 76th Pl. NE	Kirkland	98034	-1	VIACOM N*
Manned Fire Dist.Stations/King Dist. 41,	Kirkland	Station #27	11210 N.E. 132nd	Kirkland	98034	-1	VIACOM N
Manned Fire Dist.Stations/King Dist. 43,	Maple Valley	Station #81	22225 S.E. 231st St.	Maple Valley	98038	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 44,	Auburn	Station #91	31204 124th Ave. SE	Auburn	98092	-1	VIACOM S
Manned Fire Dist.Stations/King Dist. 44,	Auburn	Station #92	31709 Kent - Black Diamond Rd.	Auburn	98092	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 44,	Auburn	Station #93	18610 S.E. Covington - Sawyer Rd.	Kent	98042	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 44,	Auburn	Station #95	32316 148th Way SE	Auburn	98092	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 46,	Auburn	Station #46	19317 S.E. 384th St.	Auburn	98092	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 46,	Auburn	Station #47	34915 212th SE	Auburn	98002	-1	TCI AUBU
Manned Fire Dist.Stations/King Dist. 46,	Auburn	Station #48	39404 244th SE	Enumclaw	98022	-1	TCI AUBU
METRO Sites		METRO HEADQUARTERS: Exchange Bldg	821 2nd Ave.	Seattle	98104	0	TCI DTWN
METRO Sites	METRO Transit Bases	Atlantic/Central Base	1270 6th Ave.S., Bldg. #2	Seattle	98104	0	TCI
METRO Sites	METRO Transit Bases	East Base/Belleve Base	1975 124th Ave., NE	Belleve	98005	-1	TCI

Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
METRO Sites	METRO Transit Bases	North Base	North 165th Street & Hwy. I-5	Shoreline	98133	-1	VIACOM N
METRO Sites	METRO Transit Bases	Ryerson Base	1220 4th Ave., S	Seattle	98134	-1	VIACOM N
METRO Sites	METRO Transit Bases	South Base	12110 E. Marginal Way	Seattle	98168	-1	TCI
METRO Sites	METRO Transit Center	Bellevue Transit Center	110th Ave., NE & NE 6th St.	Bellevue		0	VIACOM N
METRO Sites	METRO Transit Center	Northgate	103rd Ave., NE & I-5	Seattle	98155	0	TCI N
METRO Sites	Water Pollution Control	Alki Treatment Plant	3380 Beach Dr SW	Seattle	98126	0	TCI S
METRO Sites	Water Pollution Control	Renton Treatment Plant	1200 Monster Rd. SW	Renton	98059	-1	TCI
METRO Sites	Water Pollution Control	Westpoint Treatment Plant	1400 Utah St., W	Seattle	98199	-1	TCI
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VIA
Other sites		ANS Internet Connection		Kent		0	TCI
Other sites		Educational Service District	12320 80th Ave., S	Seattle	98178	0	TCI
Other sites		Fire Training Center	3224 4th Ave., S	Seattle	98134	0	TCI
Other sites		Green River Community College	12401 S.E. 320th St.	Auburn	98002	-1	VIACOM S
Other sites		Magnuson Health Sciences Complex, G-130	1705 N.E. Pacific St.	Seattle	98195	0	TCI
Other sites		SCAN Communication Center	1511 3rd Ave., Suite 600	Seattle	98101	0	TCI
Other sites		St. DOT Traffic Systems Management Ctr.	811 Roanoke E	Seattle	98102	0	VIACOM-N
Other sites		WA St. Criminal, Justice Training Comm.	4250 S. 142nd St.	Tukwila	98168	0	TCI
Other sites		Washington State Fire Serv. Training Ctr	50810 SE Grouse Ridge Road	North Bend	98045	0	TCI NB
Public Defender Offices		Associated Counsel for the Accused	820 SW 148th St.	Burlen	98166	0	TCI
Public Defender Offices		Associated Counsel for the Accused	401 Terrace Street	Seattle	98104	0	TCI
Public Defender Offices		Northwest Defenders' Association	157 Yeeler Way, Suite 203	Seattle	98104	0	TCI
Public Defender Offices		Public Defender	810 3rd Ave.	Seattle	98104	0	TCI
Public Defender Offices		Society for Counsel Representing Accused	1401 E. Jefferson, Suite 200	Seattle	98122	0	VIACOM N

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