

October 18, 1994

BRIAN DERDOWSKI  
Introduced By: BRUCE LAING

BT:lm

Proposed No: 94 - 702

ORDINANCE NO. **11642**

AN ORDINANCE approving a franchise for Cedar River Water and Sewer District to construct, operate and maintain a water system in Council Districts 6, 9 and 12, and authorizing the Executive to execute the franchise agreement.

STATEMENT OF FACTS:

1. The Cedar River Water and Sewer District has filed an application for a franchise in council districts 6, 9 and 12 to construct, operate and maintain a water system to serve residential, multi-family and commercial areas in accordance with R.C.W. 36.55.010 and K.C.C. 6.27.

2. The district's comprehensive plan was approved on June 8, 1992, by King County council Ordinance 10413.

3. The application has been referred to the relevant county departments for review.

4. The King County executive has recommended approval of the franchise.

5. The Utilities Technical Review Committee reviewed and approved the district's franchise, legal description and map on October 12, 1994.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The granting of a franchise to the Cedar River Water and Sewer District to construct, operate and maintain a water system within King County is hereby approved. The King County executive is authorized to enter into and execute the water system franchise, which by this reference is fully incorporated herein. Said franchise shall include all of the general and special conditions required by the county.



FRANCHISE NO. **11642**

In the matter of the application for a franchise to operate, maintain, repair, and construct WATER mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way in King County, Washington.

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The application of the CEDAR RIVER WATER AND SEWER DISTRICT for a franchise to operate, maintain, repair and construct water mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in attached Exhibit "A" has been heard on this 3<sup>rd</sup> day of January, 1995. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

Legal notice of the franchise application and of the hearing has been given as is required by law.

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The King County Council, having considered the interests proposed and advanced, and finding that the granting of this franchise is in the public interest, ORDERS that a franchise be granted to the CEDAR RIVER WATER AND SEWER DISTRICT, the Grantee. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair and construct main(s) and service lines and appurtenances as a part of its transmission and distribution system in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A".

This franchise is granted subject to all of the terms and conditions contained within, and shall expire in twenty-five years on January 3, 2020.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

KING COUNTY, WASHINGTON

BY \_\_\_\_\_

TITLE \_\_\_\_\_

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained within.

CEDAR RIVER WATER AND SEWER DISTRICT

GRANTEE

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Exhibit "A"

Beginning at the intersection of the west margin of Section 22, Township 23 North, Range 5 east, W.M., and the centerline of the Cedar River.

Thence southerly along the west margin of Sections 22 and 27, Township 23 North, Range 5 East, W.M., to the southwest corner of said Section 27; Thence easterly along the south margin of said Section 27 to the northwest corner of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 23 North, Range 5 East, W.M.; Thence southerly along the west margin of said Northeast 1/4 to the southwest corner thereof; Thence easterly along the south margin of the North 1/2 of the North 1/2 of the Northeast 1/4 of said Section 34, to the east margin thereof; Thence northerly along the east margin of said Section 34, to the northeast corner thereof; Thence easterly along the south margin of Sections 26 and 25, Township 23 North, Range 5 East, W.M., to the south quarter corner of said Section 25; Thence northerly along the north-south centerline of said Section 25, to the northeast corner of the South 1/2 of the Southwest 1/4 of said Section 25; Thence easterly along the south margin of the North 1/2 of the Southeast 1/4 of said Section 25, to the east margin thereof; Thence southerly along the west margin of Section 30, Township 23 North, Range 6 East, W.M., to the southwest corner of said Section 30; Thence continuing southerly along the west margin of Section 31, Township 23 North, Range 6 East, W.M., to the south margin of Block 2, Lake Desire View Addition unrecorded; Thence westerly along said south margin line (bearing South 89°21'13" West) 830.00 feet; Thence northwest (bearing North 55°38'47" West) 792.78 feet; Thence north (bearing North 00°37'13" East) 482.55 feet to an arc of a curve to the left having a radius of 328.13 feet, which is the southwesterly margin of King County Street right-of-way; Thence northwesterly along the arc of said curve, and along the southwesterly line of said County Road, 9.45 feet, to an ending point of the curve; Thence continuing northwesterly along the southwesterly line of said County road (bearing North 54°20'47" West) 41.90 feet, to where it intersects the east-west centerline of Section 36, Township 23 North, Range 5 East, W.M., (bearing North 89°56'47" West); Thence westerly along said east-west centerline to the center of said Section 36; Thence southerly along the west margin of the Northwest 1/4 of the Southeast 1/4 of said Section 36, to the southwest corner thereof; Thence westerly along the north margin of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 36, to the northwest corner thereof; Thence southerly along the west margin of said East 1/2 of the southwest corner thereof, which coincides with the east boundary of the City of Seattle Lake Youngs watershed; Thence generally southeasterly, southerly, generally southwesterly, following the east boundary of said City of Seattle Lake Youngs watershed in Sections 1 and 12, Township 22 North, Range 5 East, W.M., and

Sections 6 & 7, Township 22 North, Range 6 East, W.M., to the southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 12, Township 22 North, Range 5 East, W.M.; Thence continuing southerly along the west margin of the East 1/2 of the West 1/2 of Section 13, Township 22 North, Range 5 East, W.M., to the southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13; Thence east along the south line of the Northeast 1/4 of the Southwest 1/4 and the north line of the South 1/2 of the Southeast 1/4 of said Section 13, to the east line of said Section 13; Thence continuing east along the north line of the South 1/2 of the South 1/2 of Section 18, Township 22 North, Range 6 East, W.M., to the east line of said Section 18; Thence continuing east along the north line of the South 1/2 of the Southwest 1/4 of Section 17, Township 22 North, Range 6 East, W.M., to the northeast corner of said South 1/2 to the Southwest 1/4; Thence south along the east line of said South 1/2 of the southeast corner thereof; Thence continuing south along the west line of the North 1/2 of the Northeast 1/4 of Section 20, Township 22 North, Range 6 East, W.M., to the southwest corner of said North 1/2 of the Northeast 1/4; Thence east along the south line of said North 1/2 to the east line of said Section 20; Thence continuing east along the north line of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 22 North, Range 6 East, W.M., to the northwest corner of the East 1/4 of said Southwest 1/4 of the Northwest 1/4 of Section 21; Thence south along the west line of said subdivision to the northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Southwest 1/4 of the Northwest 1/4 of Section 21; Thence east along the north line of said subdivision to the northeast corner thereof; Thence south along the east line of said subdivision to a point 150.00 feet north of the north boundary of S E 248th Street; Thence east along a line 150.00 feet north of and parallel to the north boundary of S E 248th Street to the east boundary of 220th Avenue S E (Witte Road); Thence south along the east boundary of 220th Avenue S E to a point 150.00 feet south of the south boundary of S E 248th Street; Thence east along a line 150.00 feet south of and parallel to the south boundary of S E 248th Street to the east boundary line of 224th Avenue S E (West Lake Wilderness Drive S E); Thence South  $01^{\circ}17'55''$  West 275 feet, more or less, along the east margin of 224th Avenue S E (West Lake Wilderness Drive S E); Thence South  $89^{\circ}28'11''$  East 201.20 feet; Thence South  $01^{\circ}17'55''$  West 75 feet, more or less; Thence North  $34^{\circ}06'40''$  East approximately 400.00 feet, more or less, to the northwest corner of Tax Lot 33; Thence South  $50^{\circ}42'00''$  East approximately 330 feet, more or less, to the northeast corner of Tax Lot 33; Thence South  $34^{\circ}06'40''$  West approximately 349 feet, more or less, to the southeast corner of Tax Lot 41; Thence South  $34^{\circ}39'01''$  West approximately 382 feet, more or less, to the southeast corner of Tax Lot 40 (being Lot 2 of King County Short Plat 876073); Thence North  $61^{\circ}05'24''$  West approximately 308 feet, more or less, to the southwest corner of Tax Lot 131 (being Lot 1 of King County Short Plat 876073 and the east margin of 224th Avenue S E (West Lake Wilderness Drive S E);

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Thence south along the east boundary of 224th Avenue S E (Lake Wilderness Drive S E) to the north line of the South 1/2 of the Southeast 1/4 of said Southeast 1/4; Thence east on the north line of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 and the north line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 22 North, Range 6 East, W.M. to the east shore of Lake Wilderness; Thence south along the east shore of Lake Wilderness to the south line of Section 22, Township 22 North, Range 6 East, W.M.; Thence easterly along said south line of Sections 22, 23 and 24, Township 22 North, Range 6 East, W.M. to the westerly boundary of the City of Seattle Cedar River Watershed; Thence northerly and easterly along said westerly boundary in Sections 19, 18, 17, 8, 5 and 33, Township 22 North Range 7 East, W.M. to an intersection of said westerly boundary of the City of Seattle Cedar River watershed with the north line of said Section 33; Thence west along the north line of said Sections 33, 32 and 31 to the northeast corner of Section 36, Township 23 North, Range 6 East, W.M.; Thence south along the east line of said Section 36 to the southeast corner of the Northeast 1/4 of said Section 36; Thence west along the east-west centerline of said Section 36 to center of said Section 36; Thence north along the north-south centerline of said Section 36 to the southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 36; Thence west along the south line of said subdivision to the southwest corner thereof; Thence north along the west line of said subdivision to the north line of said Section 36; Thence west along the north line of Sections 36, 35, 34 and 33, Township 23 North, Range 6 East, W.M., to the point where it is crossed by the Cedar Grove Road in said Section 33; Thence following the centerline of the Cedar Grove Road in Sections 33 and 32, Township 23 North Range 6 East, W.M., to the point where it is crossed by the Cedar River; Thence following the centerline of the Cedar River westerly to the point where it intersects the centerline of the Jones Road; Thence southerly along said centerline to an intersection with the centerline of the Maple Valley Highway; Thence westerly along said centerline to an intersection with the centerline of the Cedar River; Thence southerly and westerly along said centerline to the Point of Beginning.

TERMS AND CONDITIONS APPLICABLE TO  
UTILITIES FRANCHISES GRANTED BY KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1. DEFINITIONS

County Road Rights-of-Way. The term "County Road Rights-of-Way" includes any road, street, avenue, or alley located within the area described in the attached Exhibit "A".

Director. The term "Director" refers to the chief executive of the King County Department of Public Works.

Grantee. The term "Grantee" refers to the CEDAR RIVER WATER AND SEWER DISTRICT its successors and those assignees approved pursuant to paragraph 16 herein.

Utility. The term "utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the County property described in Exhibit "A".

Council. The term "Council" refers to the King County Council, acting in its official capacity.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other facilities in, under, over, across, and along any of the county property described in Exhibit "A".

2. ACCEPTANCE BY GRANTEES OF TERMS AND CONDITIONS

The full acceptance of this franchise and all of its terms and conditions shall be filed with the Clerk of the Council within thirty (30) days from \_\_\_\_\_, 19\_\_\_\_, by the Grantee. Full acceptance of this franchise is a condition precedent to its taking effect, and unless this franchise is accepted within the time specified, this grant will be null and void and have no force or effect.



### 3. NON-EXCLUSIVE FRANCHISE

This franchise is not exclusive. It does not prohibit King County from granting franchises for other public or private utilities, in, under, over, across, and along any County property, including County road rights-of-way.

This franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County road rights-of-way covered by this franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc. as it may deem fit.

### 4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights of way in which King County has an actual interest. It is not a warranty of title or of interest in County road rights-of-way.

Whenever any of the County road rights-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 later fall within the City or Town limits, this franchise shall continue in force and effect until such time as the incorporation and/or annexation is complete according to applicable State law, after which time the County will no longer have any responsibility for maintenance of any County roads, rights-of-way or other County property within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County road rights-of-way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

### 5. REGULATION OF USE AND CONTROL

This franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County road rights-of-way covered by this franchise.

6. EMINENT DOMAIN

This franchise and the limited rights and interests for the operation, maintenance, repair, and construction of Grantee's transmission and service lines and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this franchise shall not exceed the actual amount the Grantee paid to King County in obtaining this franchise.

7. ENFORCEMENT

Failure of King County to enforce any provision of this agreement does not constitute a waiver of its right to enforce that provision or any other provision of this agreement.

8. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns to defend, indemnify and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this franchise. The Grantee's obligations under this section shall include:

(a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.

(b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.

(c) Indemnification of claims made by the Grantee's own employees or agents.

(d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

8. INDEMNITY AND HOLD HARMLESS (CON'T.)

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this franchise agreement, the Grantee agrees to defend, hold harmless and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

9. VACATION

If at any time King County vacates any County road rights-of-way covered by this franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation. King County may, after giving thirty (30) day's written notice to the Grantee, terminate this franchise with respect to any County road rights-of-way vacated.

10. INSTALLATION, REPAIR, REMOVAL OR RELOCATION

The Grantee shall, at no expense to the County, repair all existing facilities that it owns within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if such repair is required by the County for any reasonable purpose.

The Grantee shall, at no expense to the County, adjust, remove or relocate existing facilities within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if the County determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the County in such road right-of-way. The County shall give the Grantee written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the County's capital improvement program, including such available information as is reasonably necessary for the grantee to plan for such adjustment, removal or relocation.

For projects that are a part of the County's capital improvement program, in addition to any other notice given to the Grantee, the County shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as

proposed by the County, and the proposed construction schedule; notwithstanding any permit conditions that may later be applied to the County project, this initial design information shall be given at least 180 days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Grantee shall respond to this notice, and to any later notices of revised designs based on permit conditions, within no more than thirty (30) days by providing to the County the best available information as to the location of all of the Grantee's facilities, including all appurtenant facilities and service lines connecting its system to users and all facilities that it has abandoned, within the area proposed for the public works project.

The County shall offer the Grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Grantee's facilities. Such bid documents shall provide for an appropriate cost allocation between the parties. The County shall have sole authority to choose the contractor to perform such work. The Grantee and the County may negotiate an agreement for the Grantee to pay the County for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the Grantee's allocation of contractor costs, the Grantee shall reimburse the county for costs, such as for inspections or soils testing, related to the Grantee's work and reasonably incurred by the County in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of County professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the County on other similar projects, including joint projects with other County agencies.

#### 11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee has the right, privilege and authority to enter the County road rights-of-way for the purpose of operating, maintaining, repairing or constructing its transmission and service lines and appurtenances on the condition that it obtains permits approved by the Director and Property Services Division and, when applicable, by the Department of Development and Environmental Services. Applications for work permits shall be presented to the 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 Grantee, its contractors, or third parties will include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the County road rights-of-way. All work shall be done to the satisfaction of the Director.

All equipment, lines and appurtenances which are used in the operation, maintenance, repair or construction of the Grantee's service and which are located within the County road rights-of-way and owned by the Grantee shall be considered to be part of the Grantee's system and shall be the responsibility of the Grantee. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

The Grantee shall, at no expense to the County, assume the following obligations with respect to facilities connected to its system that are within County road rights-of-way and which it does not own, including appurtenant facilities and service lines connecting its system to users:

(a) The Grantee shall apply for, upon request and on behalf of the owner of the facilities, a County right-of-way construction permit for any repairs required for such facilities; provided such owner agrees to reimburse the Grantee for all costs incurred by the Grantee and any other reasonable conditions the Grantee requires as a precondition to applying for the permit. All work to be performed in the County right-of-way shall comply with all conditions of the County permit and all applicable County requirements. The Grantee may at its option perform any part of the repair with its own forces or require the owner to employ a contractor for that purpose, provided such contractor is approved by the County;

(b) In the event that the County determines emergency repair of such facilities is necessary to halt or prevent significant damage to County road rights-of-way or significant threats to the health, safety or welfare of parties other than the owner or the occupants of the building served by such facilities, the Grantee shall take prompt remedial action to correct the emergency to the County's approval, which the County shall not unreasonably withhold;

(c) When the County or its contractor provides notice to the Grantee, pursuant to R.C.W. 19.122, of its intent to excavate within County road rights-of-way, the Grantee shall provide to the County or its contractor the best information available from the Grantee's records or, where reasonable, from the use of locating equipment as to the location of such facilities, including surface markings where these would reasonably be of use in the excavation. If the Grantee fails to make good faith efforts to provide the above information within the deadlines provided by R.C.W. 19.122, the Grantee shall hold the County harmless for all reasonable costs that result from damage to such facilities if such damages occurs as a result of the failure to provide such information. Nothing in

this subsection is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or the Grantee toward any third party, nor is anything in this subsection intended or to be construed to alter the rights and responsibilities of the parties under R.C.W. 19.122, as amended.

The Grantee shall post a bond to King County in the amount sufficient for any road repair or restoration. The amount of the bond shall be set by the Director and must be filed with the Property Services Division before a permit will be issued.

12. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, under or adjacent to County road rights-of-way, the Grantee is responsible for and will leave all County road rights-of-way in as good a condition as they were in before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore County road rights-of-way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County road rights-of-way to its pre-work condition. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred

13. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on County road rights-of-way shall conform to all County requirements including, but not limited to, the requirements of the current edition of the County Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the annual of Uniform Traffic Control Devices in force when the work is performed.

14. BLASTING REQUIREMENTS

The right to operate, maintain, repair and construct Grantee's transmission and service lines and appurtenances granted by this franchise, does not preclude King County, its agents or contractors from blasting, grading, or doing other road work contiguous to the Grantee's lines, and appurtenances. When practical, the Grantee will be given forty-eight (48) hours notice of any blasting or excavating so that the Grantee may protect its lines and

appurtenances.

15. SURVEY MARKERS AND MONUMENTS

Before any work is performed under this franchise, the Grantee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights of way, and all other surveys. The reference points shall be located so that they will not be disturbed during any of Grantee's operations under this franchise. The method of referencing monuments or other markers or points shall be approved by the Director before placement. The replacement of all markers or monuments disturbed during any construction of the Grantee shall be made as promptly as conditions permit and as ordered by the Director. The cost of monuments or markers lost, destroyed, or disturbed and the expense of replacement with approved markers or monuments shall be borne by the Grantee.

16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without the consent of the Metropolitan King County Council given by Motion. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds which the Council deems necessary to be posted are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

17. MODIFICATIONS AND/OR REVOCATION

If the Grantee, its successor or assigns shall violate or fail to comply with any of the terms, conditions or stipulations or any modifications of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise through neglect or failure to obey or comply with any notice given the intent to revoke, amend, alter, change or supplement this franchise. The King County Executive shall give the Grantee thirty (30) day's written notice of its intention to amend, alter, change or supplement this franchise, during which period the Grantee shall have the opportunity to remedy the failure to comply.

If the King County Executive intends to revoke the franchise, the Grantee will be given written notification. A public hearing shall be scheduled within 90 days following the notification. The decision to revoke this franchise will become effective 90 days following the public hearing if the County Executive finds the revocation to be in the public interest.

King County specifically reserves for itself the right to impose taxes, use fees, costs, service requirements, or other fees on the Grantee for the privilege of conducting this business in King County, for the use of the County's property, to pay for the cost of regulating this activity, or for any other public purpose so long as those taxes, use fees, costs, service requirements or other fees are imposed by ordinance, and after 180 days written notice to the Grantee.

18. EXPIRATION AND RENEWAL

To the extent described in Exhibit "A", all rights granted by this franchise to County road rights-of-way outside incorporated Towns and Cities apply to all existing County road rights-of-way improved and unimproved and to all County road rights-of-way acquired by King County during the term of this franchise.

If the Grantee has initiated a renewal of this franchise before it expires, the County may, at its sole discretion, extend the term of the franchise on a month-to-month basis for up to one year. Should the County elect to extend the franchise, written notice shall be provided to the Grantee before the franchise expiration date.

If the Grantee has not applied for a renewal of this franchise before it expires, King County has the right to remove or relocate any lines and appurtenances of the Grantee as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, franchise holders, or for the construction, renewing, altering, or improving of any County road rights-of-way, or for the installation of lines and/or facilities of other franchise holders.

Grantee shall be liable for the costs incurred in any removal or relocation of its lines and appurtenances under this section. Costs include the expense of labor and equipment, provided that any removal is effected within two (2) years from the expiration date of this franchise.

Upon expiration of this franchise, the Grantee shall continue to be responsible for the operation and maintenance of existing facilities in the County road rights-of-way but shall not have the right to provide additional services.

19. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and King County environmental standards and ordinances.



20. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

21. PENALTY FOR VIOLATION OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the terms, conditions or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise, the Council may revoke, amend, alter, change or supplement this franchise. The Council shall give thirty (30) day's written notice to the Grantee of its intention to do so, during which period the Grantee shall have the opportunity to remedy the failure to comply.

22. RATES

The Grantee agrees that it shall be subject to all authority now or later possessed by the County or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this franchise.

23. RIGHT OF APPEAL

Decisions, requirements, or approvals of the Director are binding on the parties to this document. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court.

24. SEVERANCE

This agreement gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law, then the remaining provisions of this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served.

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