

February 23, 1995

Introduced By: BRIAN DERDOWSKI
LOUISE MILLER

BT:ts

Proposed No: 95 - 179

ORDINANCE NO. **11769**

AN ORDINANCE approving a franchise for Tanner Electric Cooperative to construct, operate and maintain an electrical system in Council Districts 3 and 12, and authorizing the Executive to execute the franchise agreement.

STATEMENT OF FACTS:

1. The Tanner Electric Cooperative has filed an application for a franchise in council districts 3 and 12 to construct, operate and maintain an electrical 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 application has been referred to the relevant county departments for review.

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

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The granting of a franchise to the Tanner Electric Cooperative to construct, operate and maintain an electrical system within King County is hereby approved. The King County executive is authorized to enter into and execute the electrical 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.

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SECTION 2. If within 30 days after the granting of this franchise, the applicant shall have failed to sign the written acceptance incorporated herein, then the rights and privileges granted herein shall be forfeited and said franchise shall be null and void.

INTRODUCED AND READ for the first time this 3rd day of April, 1995.

PASSED by a vote of 10 to 0 this 1st day of May, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald G. Peterson
Clerk of the Council

APPROVED this 12 day of May, 1995.

Charles R. Earl
Deputy King County Executive

Attachments:
A. Franchise Agreement

UTILITIES

FRANCHISE NO. **11769**

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

The application of TANNER ELECTRIC COOPERATIVE for a franchise to operate, maintain, repair and construct transmission 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 1st day of May, 19 95. 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.

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 an electrical system franchise be granted to TANNER ELECTRIC COOPERATIVE, the Grantee. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair, and construct transmission 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 areas described in Exhibits "A" and "B".

This franchise is granted subject to all of the terms and conditions contained within, and shall expire in 25 years on May 1, 2020.

Dated this _____ day of _____, 19____.

KING COUNTY, WASHINGTON

BY _____

TITLE _____

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

GRANTEE _____

BY _____

TITLE _____

Dated this _____ day of _____, 19____.

Exhibit "A"

Beginning at the northwest corner of Section 2, Township 23 North, Range 7 East, W.M. in King County, Washington; Thence southerly along the west lines of Sections 2, 11, 14 and 23 to the northwest corner of Section 26, Township 23 North, Range 7 East, W.M.; Thence continuing southerly along the west section line of Section 26 to the northwest corner of the S W 1/4 of the N W 1/4 of Section 26 and a corner of the City of Seattle watershed; Thence continuing along the west section line of Section 26 and the City of Seattle watershed boundary, a distance of 2000 feet more or less to a City of Seattle watershed boundary angle point; Thence northeasterly and southeasterly along the City of Seattle watershed boundary to the southwest corner of the S E 1/4 of the S E 1/4 of the S W 1/4 of Section 26, Township 23 North, Range 7 East, W.M.; Thence easterly along the south line of Section 26 to the northwest corner of the N E 1/4 of the N E 1/4 of Section 35, Township 23 North, Range 7 East, W.M.; Thence southerly to the southwest corner of the N E 1/4 of the N E 1/4 of Section 35, Township 23 North, Range 7 East, W.M.; Thence easterly along the south line of said subdivision to the southwest corner of the N W 1/4 of the N W 1/4 of Section 36, Township 23 North, Range 7 East, W.M.; Thence southerly along the west section line to the northwest corner of the S W 1/4 of the S W 1/4 of Section 36, Township 23 North, Range 7 East, W.M.; Thence easterly along the north line of said subdivision; Thence southerly along the east line of said subdivision to the south line of Section 36; Thence easterly along the south line to the southeast corner of Section 36, Township 23 North, Range 7 East, W.M., also known as the southwest corner of Section 31, Township 23 North, Range 8 East, W.M.; Thence easterly along the south section line to the southeast corner of the S E 1/4 of Section 31, Township 23 North, Range 8 East, W.M.; Thence northerly to the center of Section 31; Thence easterly to the southwest corner of the S E 1/4 of the N E 1/4 of Section 31, Township 23 North, Range 8 East, W.M.; Thence northerly along the west boundary of said subdivision; Thence easterly along the north boundary of said subdivision to the southwest corner of the N W 1/4 of the N W 1/4 of Section 32, Township 23 North, Range 8 East, W.M.; Thence northerly along the west section line to the northwest corner of Section 32; Thence easterly along the north line of Sections 32, 33 and 34 to the northwest corner of the North 1/2 of the North 1/2 of the N E 1/4 of Section 34, Township 23 North, Range 8 East, W.M.; Thence southerly along the west line of said subdivision; Thence easterly along the south line of said subdivision to the west line of Section 35, Township 23 North, Range 8 East, W.M.; Thence southerly along the west section line to the southwest corner of Section 35, Township 23 North, Range 8 East, W.M., Thence easterly along the south line of Section 35 & 36 to the southeast corner of Section 36, Township 23 North,

Range 8 East, W.M., also known as the southwest corner of Section 31, Township 23 North, Range 9 East, W.M., Thence northerly to the northwest corner of the South 1/2 of the South 1/2 of Section 31, Township 23 North, Range 9 East, W.M., Thence easterly along the north line of said subdivision, Thence southerly along the east line of said subdivision to the southwest corner of Section 32, Township 23 North, Range 9 East, W.M., Thence easterly along the south line of sections 32, 33, 34, 35 & 36, to the southeast corner of Section 36, Township 23 North, Range 9 East, W. M., Thence northerly along the east line of sections 36, 25, 24, 13, 12, & 1 to the northeast corner of Section 1, Township 23 North, Range 9 East, W. M., Thence westerly along the north line of sections 1, 2, 3, 4, 5, & 6 to the northwest corner of Section 6, Township 23 North, Range 8 East, W.M., Thence northerly to the northeast corner of Section 1, Township 23 North, Range 8 East, W.M., Thence westerly along the north lines of Sections 1, 2, 3, 4, 5 & 6 to the northwest corner of Section 6, Township 23 North, Range 8 East, W.M., Also known as the northeast corner of Section 1, Township 23 North, Range 7 East, W.M., Thence westerly along the north line of Sections 1 & 2, to the northwest corner of Section 2, Township, Range 7, East, W.M., and the point of beginning.

EXHIBIT "B"

Beginning at the northwest corner of Section 7, Township 25 North, Range 7 East, W.M., in King County, Washington; Thence easterly along the north section line of Sections 7 & 8, Township 25 North, Range 7 East, W.M., to the centerline of the Snoqualmie River; Thence southerly along the centerline of the Snoqualmie River to the north section line of Section 33, Township 25 North, Range 7 East, W.M.; Thence westerly to the northeast corner of Section 32, Township 25 North, Range 7 East, W.M.; Thence westerly along the north line of Sections 31 and 32 to the centerline of the Redmond-Fall City Road, also known as Highway 202; Thence northerly and westerly along the centerline of the west line of Section 30, Township 25 North, Range 7 East, W.M., Thence continuing northerly and westerly along the road centerline to the north-south center of section line of Section 22, Township 25 North, Range 6 East, W.M., also known as the westerly margin of 236th Avenue N E; Thence northerly and easterly along the westerly margin of 236th Avenue N E to an intersection with the south line of Section 10, Township 25 North, Range 6 East, W.M. and the westerly margin of 238th Avenue N E; Thence northerly along the westerly margin of 238th Avenue N E to an intersection with the north line of the South 1/2 of the South 1/2 of Section 10, Township 25 North, Range 6 East, W.M.; Thence easterly along the north line of said subdivision to the west line of Section 11, Township 25 North, Range 6 East, W.M.; Thence easterly along the north line of the South 1/2 of the South 1/2 of Section 11, Township 25 North, Range 6 East, W.M. to the west line of Section 12, Township 25 North, Range 6 East, W.M.; Thence northerly along the west line of Section 12 to the northwest corner of Section 12, Township 25, Range 6 East, W.M.; Thence easterly along the north line of Section 12 to the northeast corner of Section 12, Township 25 North, Range 6 East, W.M. and the point of beginning, also known as the northwest corner of Section 7, Township 25 North, Range 7 East, W.M.

TERMS AND CONDITIONS APPLICABLE
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 TANNER ELECTRIC COOPERATIVE, 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 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.

All of the rights herein granted shall be subject to and governed by this franchise; provided, however, that nothing in this franchise may be construed in any way as limiting King County's rights to adopt ordinances which are necessary to protect the health, safety and welfare of the general public.

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

In consideration for the benefits conferred upon the Grantee by this franchise, the Grantee agrees to defend, indemnify and hold King County harmless as follows:

(a) Full indemnification together with costs of defense for claims, suits and judgments, arising from allegations of injury due to the sole negligence the Grantee.

(b) Indemnification together with costs of defense for claims, suits and judgments arising from allegations of injury due to the concurrent negligence of King County and the Grantee, but only to the extent of the Grantee's negligence.

(c) Indemnification together with costs of defense for claims, suits and judgments arising from allegations of injury to the Grantee's employee(s) alleged to be caused by the concurrent negligence of King County and the Grantee. However, this section (c) is valid and enforceable only to the extent of the Grantee's negligence.

The Grantee understands that these indemnity provisions shall apply to claims from which the Grantee would otherwise be able to claim immunity under Title 51, RCW, and that this understanding has been mutually negotiated by the parties.

In the event that King County incurs costs to enforce any provision of this indemnification/hold harmless agreement, they shall be recoverable in full from the Grantee.

For the purposes of this section the terms "costs" include reasonable attorney's fees and all expenses incurred in anticipation of and/or in proceeding with litigation; and "injury" includes death, injury to person and damage to property.

9. VACATION

If at any time King County, in accordance with RCW Chapter 36.87, and as hereinafter amended, vacates any County Road Right-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) days written notice to the Grantee, terminate this franchise with respect to any County Road Right-of-Way vacated. Alternatively, King County at its sole discretion, may in its vacation proceedings reserve an easement for the Grantee pursuant to the terms and conditions of this franchise.

10. INSTALLATION, REPAIR, REMOVAL OR RELOCATION

The Grantee hereby covenants, at its own expense, to install, repair, remove or relocate existing facilities including all appurtenant facilities and service lines connecting its services to users within County road rights-of-way if such installation, repair, removal, or relocation is required by the County for any purpose.

On any King County Road project, should the Grantee become aware of federal, state or other financial assistance available to defray the costs of utility displacement or relocation, King County agrees, upon written notice from the Grantee of such availability, to apply for such assistance funding on behalf of the Grantee so long as such funding obtained will not reduce the amount of federal, state or other funds provided to King County for the affected road project. In the event the County applies for and receives assistance funds specifically for utility relocation from a granting agency, the Grantee shall be reimbursed to the extent of those assistance funds received. In such event, the Grantee agrees to be bound to all grant conditions as reflected in any agreements between King County and the granting agency executed for that purpose.

11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee, its successors or assigns, 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 permits approved by the Director and Property Services Division are obtained. 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 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 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, over, 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 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 their pre-work condition. Except in the case of an emergency, however, King County shall first notify the Grantee of the needed repairs or restoration and provide an opportunity for the grantee to perform the repairs or restoration before King County does the work. Upon presentation of an itemized bill for repairs and 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 manual 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, distribution 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 ten (10) business days written notice of any blasting so that the Grantee may protect its lines and appurtenances. In no event will the Grantee be given less than two days written notice of any blasting. Notification of any excavation shall be provided through the One-Call system as provided by RCW 19.122, as hereinafter amended.

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 consent of the 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. RESERVATION OF RIGHTS

King County specifically reserves for itself the right to impose a utility tax on the Grantee if such taxing authority is granted by the State of Washington and the local option is exercised by the King County Council.

King County also specifically reserves the right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property. If King County elects to exercise such authority, the fair market compensation requirement shall be imposed by ordinance not less than one hundred eighty (180) days after written notice ("Compensation Notice") is delivered to the Grantee, said Compensation Notice identifying with specificity the definition, terms and/or formula to be used in determining such fair market compensation. Acceptance of King County's definition, terms and/or formula identified in the Compensation Notice will occur if the Grantee accepts in writing within thirty (30) days of receipt of the Compensation Notice; or, if Grantee takes no action in writing within thirty (30) days of receipt of the Compensation Notice; in which case applicable ordinance that the King County Council passes will be determinative. Nothing in this section shall be construed as an agreement by the Grantee of King County's right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property. Nothing in this section shall be construed to prohibit the Grantee from challenging, in the King County Superior Court or a court of competent jurisdiction, the legality of such right.

Grantee's rejection of the definition, terms and/or formula identified in the Compensation Notice will only occur if such rejection is in written form, identifying with the specificity the grounds for such rejection, and delivered to King County within thirty (30) days after receipt of the Compensation Notice, in which case the below identified arbitration terms will apply:

- A. The Grantee and King County will select one arbitrator each, and the two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either the Grantee or King County may apply to the presiding judge of the King County Superior Court for the appointment of a third arbitrator. Each arbitrator will be a member of the American Institute of Real Estate Appraisers, of the Society of Real Estate Appraisers, of some equivalent body, or an attorney licensed to practice law in the State of Washington. Any appraiser arbitrator shall be licensed as an appraiser by the State of Washington. The three arbitrators will determine the method.

for determining the fair market compensation for the County property used by the Grantee. The decision of a majority of the arbitrators will bind both the Grantee and King County. At the conclusion of the arbitration, the arbitrators will submit written reports to the Grantee and King County which shall contain all pertinent evidence that led to their conclusion together with an explanation of their reasoning for such conclusion.

- B. The cost of the arbitration will be divided equally between the Grantee and King County. In the event that the question of fair market compensation is not resolved prior to the effective date specified by the ordinance authorizing said compensation, the arbitration decision will be applied retroactively to the effective date in the ordinance. The Grantee will pay the retroactive sum plus interest in the amount of twelve percent (12%) per annum.

18. EXPIRATION AND RENEWAL

To the extent described in Exhibits "A" and "B", 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, King County Property Services Division Manager may, at his sole discretion, extend the term of the franchise on a month-to-month basis for up to one year, provided that the Grantee requests the extension at least thirty days prior to the franchise expiration date. 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 person. 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 VIOLATIONS OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the material 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 the franchise. King County shall provide the Grantee by written notice of its intent to revoke this franchise. A public hearing shall be scheduled within 45 days following the notification. The decision to revoke this franchise will become effective 90 days following the public hearing if the County, by ordinance or motion, finds the revocation of this franchise to be in the public interest. During the 45 days following the notification, 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. CABLE SERVICES NOT AUTHORIZED BY THIS FRANCHISE

No part of the electrical system shall be used to deliver services which are cable communications services and no part of the electrical system shall be used as a cable communications system, as defined in K.C.C. 6.27A, as amended, without the Grantee first obtaining an additional franchise from King County which conforms to the requirements of K.C.C. 6.27A.

25. 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.