

MOTION NO. 2288

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A MOTION authorizing the County Executive to enter into and execute a contract with the City of Seattle for the purposes of providing King County with Cable Television franchise administration and regulation.

WHEREAS, King County recognizes its obligation to provide regulation and administration of cable television franchises in unincorporated King County in accordance with the rulings of the Federal Communications Commission and other federal, state and local requirements, and

WHEREAS, the City of Seattle's Office of Cable Communications is an established entity for the management of cable television franchise administration, and

WHEREAS, King County wishes to maintain its ultimate authority to make policy and franchise-regulation decisions, and

WHEREAS, a contract for administrative services with the City of Seattle's Office of Cable Communications is economically beneficial to both the City of Seattle and King County,

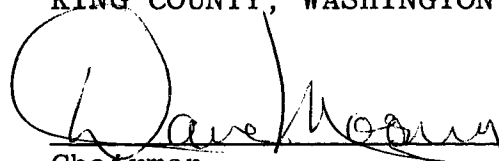
NOW THEREFORE, BE IT MOVED by the Council of King County:

1) The County Executive is hereby authorized and directed to enter into and execute a contract effective January 1, 1976 with the City of Seattle for the implementation of cable television administration and regulation;


2) Such contract is attached hereto and by this reference is incorporated as part of this motion.

PASSED this 26th day of January, 1976.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

CATV CONTRACT FOR SERVICES

THIS CONTRACT is made as of this _____ day of _____, 1976, between KING COUNTY, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the CITY OF SEATTLE, a municipal corporation of the State of Washington (hereinafter referred to as the "City").

WHEREAS, the County and City each have the authority and power to grant franchises to CATV (Community Antenna Television) to use public rights-of-way; and

WHEREAS, the City's Board of Public Works' Office of Cable Communications has been established to administer and regulate CATV franchises, in accordance with the rules and regulations of the Federal Communications Commission and other federal, state and local requirements; and

WHEREAS, the County wishes to contract with the City to provide certain services listed in Section I below, while retaining its ultimate authority to make policy and franchise-regulating decisions; and

WHEREAS, the Contract for Services will be economically beneficial to both the County and City;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, and in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties hereby covenant and agree as follows:

I. SCOPE OF SERVICES

The City through its Board of Public Works' Office of Cable Communications shall be designated as the agent for the County for the following purposes:

- A. FCC Regulations: Evaluate all the rules and regulations of the FCC as they pertain to the regulatory responsibilities of King County. Report annually to the County's Administrative Officer (CAO) and the County Council in this regard. (See Section IV). Insure adherence to the rules and regulations of the FCC and any other applicable rules or laws.

- 1 B. Consumer Protection/Complaints: Assume responsibility for
2 receiving, reviewing and responding to public inquiries regard-
3 ing CATV services. Resolve consumer complaints regarding
4 CATV services by conciliation where possible.
- 5 C. Rates and Charges: Receive the written approval of the CAO to
6 conduct appropriate hearings and/or audits for approval of
7 increases in subscribers' rates and charges. (See Section V.C.)
- 8 D. Franchise and Ordinance Revision: Assist the CAO in an advisory
9 capacity and make recommendations and suggestions for the
10 rewriting of County franchises and ordinances in compliance
11 with the FCC rules and regulations and any other applicable
12 laws.
- 13 E. Franchise Applications: Process the applications for the
14 granting and amendment of CATV franchises on such forms as are
15 approved by the Real Property Division, King County Department
16 of Executive Administration, and forward said forms together
17 with any pertinent information and recommendations to the CAO
18 and the Clerk of the King County Council for action and
19 decision in accordance with King County Code 6.27.
- 20 F. Documents: Assume responsibility for the development and
21 maintenance of up-to-date systems status maps showing locations
22 of permitted construction activity and projections for future
23 construction. Maintain records of subscriber charges, channel
24 allocations, performance tests, citizens' complaints and
25 their resolutions, and franchise records. The Office of Cable
26 Communications shall further maintain copies of all CATV
27 franchises issued by King County and copies of such right-of-way
28 construction permits issued pursuant to those franchises
29 under King County Code 14.44.
- 30 G. Reports and Evaluations: Furnish the County with information,
31 recommendations and technical advice regarding CATV. Submit
32 an annual status and progress report to the CAO and the County
33 Council concerning the CATV industry (See Section IV);

1 technically assist where necessary.

- 2 H. Cable Districts: Suggest franchise areas and monitor the
3 importation of distant signals. Define and monitor construction
4 schedules for each district and franchise area.
- 5 I. Access Channels: Explore, coordinate and promote the develop-
6 ment of the dedicated channels for specialized or nonspecialized
7 purposes.
- 8 J. Collection of Franchise Fees: Under the advisement of the King
9 County Comptroller, monitor the quarterly collection of
10 franchise fees. Report to the CAO if an account becomes
11 delinquent.
- 12 K. Public Information: Provide information about CATV programs
13 and channel allocations to the general public.
- 14 L. Government Buildings: Assist in the planning and designation
15 of County owned and controlled government buildings for future
16 installation of CATV systems dedicated to government use.
- 17 M. Bonds and Insurance: Evaluate all bonds and insurance policies
18 and advise the CAO whether the bonds and insurance are current
19 and of sufficient amounts to protect the County and its citizens.
- 20 N. Undergrounding of Utilities: Coordinate all undergrounding
21 of CATV systems with the proper County authority.
- 22 O. Ownership Changes: Inform the CAO as to when any change in
23 ownership or control of a CATV system takes place.
- 24 P. Newsletter: Establish communication between King County and
25 the CATV companies through the use of a periodic newsletter.
- 26 Q. Perform any other duties that may be required by King County
27 from time to time.

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29 II. DURATION, RENEWAL AND TERMINATION

- 30 A. Duration: The term of this Contract shall begin on January 1,
31 1976, and shall expire on December 31, 1976.
- 32 B. Renewal: Following the expiration of the original term, the
33 Contract may be renewed upon such terms as are mutually agreed

1 upon by the written approval of both parties not later than
2 October 1 of the year preceeding the next contract term.

3 C. Termination: The Contract may be terminated upon written
4 mutual agreement of both parties at any time. If, at any time
5 during the term of the Contract, the County shall send a
6 written notice to the City which specifies any non-conformity
7 or non-compliance and requests that such non-conformity or
8 non-compliance be rectified, the City shall within 30 days
9 after receipt of such written notice by the County, rectify
10 its actions so as to comply with the terms of the Contract. If
11 following such 30 day period, the City has not, in the opinion
12 of the County, rectified any non-conformity or non-compliance,
13 the County may terminate the Contract by giving the City
14 30 days written notice of its intent to terminate. At the
15 expiration of said 30 days, the Contract shall be terminated
16 without further obligation on the part of either party. The
17 County shall be responsible for paying its obligations under
18 the Contract through the date of termination.

19
20 III. RECORDS

21 The City shall keep and maintain all records pertaining to the
22 administration of this Contract, and shall make them available
23 for inspection or copying by the County during regular business
24 hours. All expenses shall be supported by properly recorded
25 payrolls, time records, invoices, contracts, vouchers, or other
26 official documentation evidencing in proper detail the nature
27 and propriety of each expense. Such records shall be in the
28 form suitable to the King County Comptroller.
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1 IV. ANNUAL REPORT

2 The City shall submit to the CAO and the County Council a status
3 and progress report by September 30th of each calendar year.

4 Included in this report shall be the FCC update and CATV industry
5 update as required in I-A and I-G. The City shall also submit
6 an invoice executed in accordance with the attached form Exhibits 1,
7 2 and 3, and accompanied by the annual report.

8
9 V. COMPENSATION AND METHOD OF PAYMENT

10 The County shall pay the City, for the services as specified in
11 Section I as follows:

- 12 A. The County recognizes that there will be extraordinary first-
13 year expenses in establishing the system for providing the
14 services required, and therefore will pay 50% of the reasonable
15 operating expenses of the City's Office of Cable Communications,
16 including: personnel services; office support; supplies,
17 travel and communications; and performance tests; provided,
18 that the County will not pay more than \$20,500.00 for the
19 calendar year of 1976. Not included in the above expenses are
20 those activities that relate to V-C.
- 21 B. For succeeding calendar years, the County shall annually
22 negotiate the base fee for County support of the reasonable
23 operating expenses as delineated in paragraph A directly above.
- 24 C. The County will pay its proportionate share of the costs for the
25 use of auditors and hearing examiners, if such service is deemed
26 necessary by the CAO upon the advice of the City. The
27 proportionate share shall bear the same ratio as the ratio of
28 respective franchise fees received by the City and the County
29 from each franchise in question.
- 30 D. The County will initiate authorization for payment to the City
31 for services rendered not later than fifteen working days
32 after the close of each calendar quarter.
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1 VI. TITLE TO PROPERTY

2 The County is contributing nothing to capital equipment outlay,
3 and all office equipment purchased by the City shall remain the
4 sole property of the City. The County shall retain title to any
5 and all correspondence, files, records, reports, operational
6 charts, documents, etc., pertaining to County CATV franchises and
7 regulations.

8 VII. INSURANCE

9 Before the commencement of any work under this agreement, the City
10 shall obtain and maintain continuously a policy of public liability
11 insurance naming the County as an insured, protecting and holding
12 the County harmless from any and all damages which may arise in
13 connection with the services to be performed pursuant to this
14 agreement between the City and the County in at least the principal
15 amount of one hundred thousand dollars (\$100,000) for bodily injury
16 or death to any one person, three hundred thousand dollars (\$300,000)
17 for bodily injury or death to any number of persons in any one
18 incident, and one hundred thousand dollars (\$100,000) for property
19 damage occurring during any one incident, and three hundred thousand
20 dollars (\$300,000) for defamation of character, libel, slander or
21 other similar causes of action. Such insurance shall not be reduced
22 or cancelled without 30 days written prior notice to the County.
23 The City of Seattle shall provide a certificate of insurance, or,
24 upon written request of the County, a duplicate of the policy as
25 evidence of the insurance protection provided. The County shall
26 provide for the costs and expenses of acquiring and maintaining said
27 policy provided that said costs and expenses shall be limited solely
28 to insurance protection for the County as required by this Contract.

29 VIII. CITY EMPLOYEES

30 All persons working for the City's Office of Cable Communications
31 shall remain solely the employees of the City, and the County shall
32 have no liability whatsoever for employee benefits, claims, or
33

1 employment taxes, as a result of entering into this Contract for
2 Services.

3 IX. AMENDMENT AND INTEGRATION

4 This writing constitutes the entire Contract between the parties,
5 and shall only be changed or modified by a writing agreed to and
6 signed by both parties.

7
8 X. NOTICE

9 Any notice or reports to be given by either party hereto, to the
10 other under the provisions of or with respect to this Contract shall
11 be in writing, delivered in person or by Certified or Registered
12 Mail to the following addresses:

13 COUNTY - King County Administrative Officer
14 401 King County Courthouse
Seattle, Washington 98104

15 CITY - City of Seattle Board of Public Works
16 c/o Office of Cable Communications
17 Seattle Municipal Building
Seattle, Washington 98104

18 XI. Copies of this Agreement shall be filed with the Seattle City Clerk,
19 the King County Auditor and the Secretary of State.

20 SIGNED this _____ day of _____, 1976.

21
22 KING COUNTY

23 By _____
24 John D. Spellman, King County Executive

25
26 CITY OF SEATTLE

27 By _____
28 Wes Uhlman, Mayor, City of Seattle

29 APPROVED AS TO FORM AND LEGALITY:

30 _____ Date _____
Deputy Prosecuting Attorney

31 APPROVED AS TO FORM AND LEGALITY:

32 _____ Date _____
33 Seattle Corporation Counsel

EXHIBIT 1

INVOICE

Date _____

Agency Letterhead
or name and address

Description of services rendered and time period of services.

Dollar Amount \$ _____

Sample invoice form to be submitted with the Quarterly Expenditure Report.

B. Office Support; Supplies, Travel and Communications; Performance Tests

	CHECK NUMBER	DATE
TOTAL B - THIS YEAR		
TOTAL A & B - THIS YEAR		

YEAR _____

C. Expense of Hearing Examiner
or Outside Auditors

DATE

CHECK NUMBER

TOTAL C - THIS YEAR

TOTAL A, B & C - THIS YEAR