

ROB MCKENNA  
Christopher Vance  
Greg Nickels

April 10, 1998  
Substitute July 22, 1998

Introduced By:

Proposed No.:

98-269

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ORDINANCE NO. **13246**

AN ORDINANCE approving proposed changes to the TCI and Amended Viacom franchises and franchise-related documents.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings of Fact:

A. In February, 1995, King County (the "county") granted Tele-Vue Systems, Inc., doing business as Viacom Cable ("Viacom"), franchise 11680 to provide cable television service within certain areas of the unincorporated county.

B. In July, 1996, the county approved the transfer of franchise 11680 from Viacom to TCI Communications, Inc. ("TCIC") and adopted amendments to that franchise and franchise agreement (the "Amended Viacom Franchise and Franchise Agreement") by ordinance 12134 as amended by Ordinance 12134.

C. Concurrently, the county renewed as one franchise the cable television franchises previously granted to TCI of Auburn, Inc., TCI of Seattle, Inc., and TCI of Southwest Washington, Inc. (collectively "TCI") by ordinance 12132 as amended by Ordinance 122391.

D. On September 3, 1996 TCI of Seattle, Inc., TCI of Auburn, Inc. and TCI Cablevision of Southwest Washington, Inc. merged into one corporation, TCI Cablevision of Washington, Inc.

1 E. On or about August 30, 1996 the d/b/a name of the Tele-Vue Systems, Inc.  
2 corporation operating pursuant to Franchise 11680 was changed from Viacom Cable to TCI of  
3 Washington.

4 F. In a letter dated February 23, 1998, TCIC and TCI (collectively the  
5 "Franchisees") submitted to the county a proposal that would grant the Franchisees a substitute  
6 construction schedule and equipment requirements. The new schedule would extend the  
7 deadline for completion of the upgrade of the former Viacom system from February 15, 1999,  
8 until October 31, 2000, and for the upgrade of the TCI system from March 1, 1999, until  
9 October 31, 2000.

10 G. The Franchisees' letter also proposed changes to the cable systems' equipment  
11 requirements. The proposed changes include: the installation of fewer fiber optic lines to the  
12 parts of the systems known as nodes; an increase in the maximum number of homes passed by  
13 the coaxial cable from any single node, from 1200 to 1260 homes passed (except for those  
14 nodes serving I-Net sites); and an increase in the maximum number of homes that may be  
15 served by a single coaxial wire (coaxial segmentation), from 300 homes served to 630 homes  
16 served.

17 H. In addition, the Franchisees also requested changes to accelerate the schedule for  
18 county approvals of area level construction designs. The request for the modifications was  
19 filed under section 18(e) of the respective franchise agreements.

20 I. The county retained the "discretion to waive, extend or grant a substitute  
21 construction schedule or equipment requirement upon request and showing by Franchisee that  
22 the waiver, extension or substitution will result in improved design or performance of the cable  
23 system" in Section 18(e) of both the Amended Viacom and the TCI Franchise Agreements.

1 J. The county executive determined that the February 23, 1998, request did not  
2 fulfill the criteria for an 18(e) modification, and sent a draft ordinance to the council  
3 recommending denial of the request. That draft was introduced at the council and became  
4 proposed ordinance 98-269.

5 K. On May 19, 1998, prior to the full council consideration of proposed ordinance  
6 98-269, the Franchisees and County staff reached a tentative agreement on proposed  
7 modifications to franchises 11680 and 12132. The Franchisees subsequently withdrew each  
8 and every modification request to franchises 11680 and 12132 made on or before May 19,  
9 whether properly filed in accordance with the King County code, or not.

10 L. On May 21, 1998, the Franchisees filed an amended modification request, under  
11 section 18(e) of each Franchise Agreement, with the clerk of the King County council. This  
12 request was filed in accordance with the procedures set forth in section 6.27A of the King  
13 County Code, and the tentative agreement on proposed modifications reached May 19, 1998.  
14 Key provisions of the May 21, 1998, request include: (1) a substitute construction schedule so  
15 that all franchise-related construction must be completed no later than March 1, 2000, and  
16 milestones for completing that construction; (2) a five dollar (\$5) per-month credit for every  
17 subscriber unable to utilize the rebuilt system or to receive programming from it by March 1,  
18 1999, and continuing until those requirements are met; (3) diverse optical fiber routing to  
19 secondary hubs on the cable system; compensation to King County, in the form of fiber and  
20 conduit, for delayed construction of the Institutional Network ("I-Net"); (4) the provision of  
21 fiber for the I-Net at fixed cost in certain areas, including all segments of the primary ring and  
22 secondary network; (5) an increase in the Franchisees' performance bond to twenty-one  
23 million dollars (\$21,000,000); (6) the provision of a payment bond in the amount of one  
24 hundred thousand dollars (\$100,000); a deadline for providing a plan for county-wide access

1 channels; (8) modifications to the design approval process; (9) the deletion of section 18(e) of  
2 the Franchise Agreements; and (10) the clarification of other franchise matters. These  
3 modifications are spelled-out in greater detail in Amendment No. 1 to Franchise 12132,  
4 Amendment No. 2 to Franchise No. 11680 and Amendment No. 1 to the Lease Agreement,  
5 and other documents (collectively the "Modified Documents") which are attached and are  
6 fully incorporated by this reference.

7 M. The diverse routing proposed by the Franchisees will result in the "improved design  
8 or performance of the cable system" and the granting of the Franchisees' May 21, 1998,  
9 modification request, is reasonable under section 18(a) of Franchise Agreements 11680 and  
10 12132, subject to the conditions contained in this Ordinance.

11 N. The county has provided prompt public notice of the proposal and has solicited  
12 public comment on the May 21, 1998<sub>2</sub> proposal

13 SECTION 2. The King County Council hereby approves the Franchisees' May 21,  
14 1998, request for modification to Franchises 11680 and 12132, subject to this Ordinance and  
15 the following conditions subsequent: a person duly authorized by TCI Cablevision of  
16 Washington, Inc., TCI of Washington, and TCI Pacific, Inc. must (1) sign and deliver to the  
17 Cable Office an acceptance, affirming their unconditional acceptance of this Ordinance and  
18 the Modified Documents; (2) sign and deliver to the Cable Office the Modified Documents;  
19 and (3) post a performance bond, in the amount of twenty-one million dollars (\$21,000,000)  
20 and a payment bond, in the amount of one hundred thousand dollars (\$100,000), meeting all of  
21 the other conditions applicable to bonds contained in the Franchise Agreements. If, for any  
22 reason, the Franchisees fails to meet one or more of these conditions within fifteen (15)  
23 business days of the

1 effective date of this Ordinance, then this Ordinance and the modifications that it grants shall  
2 be null and void.

3 SECTION 3. The King County executive is hereby authorized to sign Modified  
4 Documents on behalf of King County.

5  
6 INTRODUCED AND READ for the first time this 20<sup>th</sup> day of  
7 April, 1998.

8 PASSED by a vote of 10 to 0 on this 27<sup>th</sup> day of July, 1998.

9 KING COUNTY COUNCIL  
10 KING COUNTY, WASHINGTON

11 Louise Miller  
12 Chair

13 ATTEST:

14 Zunera  
15 Clerk of the Council

16 APPROVED this 3 day of August, 1998

17 [Signature]  
18 King County Executive  
19

20  
21 Attachments: Amendment No. 1 to Franchise 12132  
22 Amendment No. 2 to Franchise No. 11680  
23 Amendment No.1 to the Lease Agreement  
24

13246

LEASE AGREEMENT TO FRANCHISES No. 11680 AND No. 12132

AMENDMENT NO. 1

EFFECTIVE DATE August 13, 1998

Effective this 13<sup>th</sup> day of August, 1998, the Lease Agreement to Franchises No. 11680 and No. 12132 between King County (hereinafter "County") and TCI Cablevision of Washington, Inc. (Franchise No. 12132) and Tele-Vue Systems, Inc. d/b/a TCI of Washington (Franchise No. 11680) (hereinafter "TCI") is hereby amended as described herein.

Except as provided herein, all terms and conditions of the Lease Agreement as heretofore changed, remain unchanged and in full force and effect.

TCI Cablevision of Washington, Inc.

By: Sharon K. Becker  
Name: Sharon K. Becker

Tele-Vue Systems, Inc.  
d/b/a TCI of Washington

By: Sharon K. Becker  
Name: Sharon K. Becker

KING COUNTY, WASHINGTON

By: [Signature]  
Name: RONALD C SIMS  
Title: King County Executive

Approved as to form only [Signature]

this attachment  
is in computer  
under  
ORDINANCES  
passed

1. Paragraph 1 is amended as follows:

1.2 The Agreement Documents.

f. King County Institutional Network (I-Net) Physical Layer Conceptual Design (Exhibit A)

g. The TCI Franchise Agreement as it relates to the design, construction, lease of optical fibers and maintenance of and payment for the I-Net.

h. Upon the date this Lease Agreement supersedes the Construction Agreement in accordance with the Settlement Agreement between Viacom and King County, the Viacom Franchise Agreement and the Settlement Agreement between Viacom and the County as they relate to the design, construction, lease of optical fibers and maintenance of and payment for the I-Net.

Documents not enumerated in this Section 1.2.1 are not Agreement Documents and do not form part of this Agreement.

1.5.3.10 "Lease Agreement" means the document dated as of August 1, 1996, and all lawful amendments, modifications, and attachments thereto.

1.5.3.12 "Primary Ring" means that bundle of optical fibers used to connect together primary hubs, designated secondary hubs and headends on a cable or other communications system. These fibers are deployed in a loop so that if the bundle is cut the signal direction may be reversed and service continued. Where the context so indicates, Primary Ring means that bundle of optical fibers as described in the King County Institutional Network (I-Net) Physical Layer Conceptual Design (Exhibit A), attached and incorporated by this reference.

1.5.3.13. "Secondary Network" means those optical fibers that link together: primary or secondary hubs or headends with a secondary hub; and secondary hubs.

1.5.3.14. "Settlement Payment" means the compensation to be provided to the County as compensation for the impacts to the County of allowing the Franchisee to substitute a new construction schedule and modified equipment requirements. References to the franchise, the franchise agreement, and the Lease Agreement shall include changes made as a result of the settlement.

2. Paragraph 2 is not amended.

3. Paragraph 3 is not amended.

4. Paragraph 4 is amended as follows:

#### 4.3 Access to Facilities

4.3.1 King County shall be granted access to all TCI hub facilities on a 24 hour by 7 day (24X7) basis upon 48 hours notice to TCI. King County is not required to provide advance notice in the case of an emergency. King County will be supplied with either keys or key codes to facilitate this access. Provided that should TCI's property or equipment located in the hub facilities be damaged as a direct result of King County's negligent or intentional act or omission in the emergency use or control of keys and key codes, excluding criminal acts that occur despite the County's exercise of reasonable care, King County shall indemnify TCI for said property damage.

#### 5. Paragraph 5 is amended as follows:

5.2.3 As Lessor, in phases, replaces coaxial cable with Fiber Optic Cable between the Headends or Primary or Secondary hubs and the Nodes and, on a case-by-case basis, runs fiber from the Nodes to residential or other subscribers for itself, subsidiaries or affiliates, the Lessor will purchase and have installed within the fiber optic cable jacket or in a separate fiber optic cable jacket, as requested by Lessee, as many optical fibers as requested by Lessee in Work orders issued pursuant to Section 5.3 and dedicate them to the use by Lessee for the operation of the I-Net. Lessee shall decide whether to have the optical fibers jacketed with Lessor's optical fibers or whether to have the optical fibers jacketed separately after, in good faith, taking into account the recommendations of Lessor, which recommendations Lessee shall not unreasonably reject. However, this shall not obligate the Lessee to take any action it believes to be contrary to its interest.

In addition, because a portion of the system now owned by the Lessor, has been partially rebuilt, and because the Lessor no longer intends to add fiber throughout the entire primary ring and secondary network, it is necessary to clarify the Lessor's responsibility to provide the County with fibers at specified costs to compensate for changes in the Lessor's system design.

5.2.4 Lessor shall install Fiber Optic Cable from the Nodes to the County site locations designated by Lessee in the Work Orders issued pursuant to Section 5.3, consistent with the number of sites specified in the Franchise Agreement, and the King County Institutional Network (I-Net) Physical Layer Conceptual Design (Exhibit A), and with the procedures contained in Paragraph 5.3.

5.2.5 Lessor shall install at each facility and at a location therein designated by the Lessee in the Work Orders issued pursuant to Section 5.3 termination block hardware including standard connectors to be designated by Lessee, so that Lessee can connect to the Fiber Optic Cable. Such connection shall be made by Lessor within a reasonable time but, if the requested connections are not in an area where Lessor is then currently working, the connection shall be made in a way so as not to interrupt Lessor's schedule for the rebuild of the Cable System.



5.2.6 Within King County, and consistent with the limit on the number of sites specified in the Franchise Agreements, I-Net construction by Lessor for Lessee's benefit may also occur outside the Franchise Area to the extent requested by Lessee pursuant to paragraph 5.3, provided, Lessor shall have the obligation to build only in other jurisdictions in King County where Lessor has a franchise, permit, license or other right to serve.

5.2.7 Lessor shall also offer the County the number of fibers specified in the King County Institutional Network (I-Net) Physical Layer Conceptual Design (Exhibit A), in all segments of its system including, but not limited to, the following areas: Lessor's primary ring; Lessor's Secondary Network; all connections between headends, primary hubs or superhubs and secondary or minihubs; all portions of the system where optical fibers have already been installed, regardless of whether the fiber has been installed, purchased, rented, or otherwise acquired by or for TCI, Viacom, its contractor, subcontractor; an affiliate, or subsidiary, all connections between secondary hubs; and all connections between secondary- or mini-hubs and nodes.

### 5.3 Area Design Approval Procedure.

5.3.1. Documents. All build areas will be designed and built in a manner that is consistent with the King County Institutional Network (I-Net) Physical Layer Conceptual Design (Exhibit A), the King County Institutional Network (I-Net) Physical Specifications, dated as of June 1, 1998, and TCI's system level design and specification documents.

(a) TCI shall provide the County with finalized copies of the following documents prior to beginning the steps commencing at paragraph 5.3.4. These documents include:

1. TCI's Design for the Primary Ring Fiber
2. TCI's Design for the Secondary Network, including diverse routing

(b) Drafts of the following working documents are required prior to beginning the steps commencing at paragraph 5.3.4(a). These documents will be updated on a regular basis throughout the design process. These documents include:

1. TCI's master schedule for design and construction including:
2. a rough description of all fiber service areas and a projected sequence and rough schedule for design and construction of all build areas, including the schedule for building the primary and secondary fiber.

3. detailed task and timing information for at least the coming three-month period. This detail will include timing by week for fiber service areas that are to enter the design, build and completion phases.
4. TCI will update the master schedule, including detailed task and timing information, and provide the updated schedule to King County on a monthly basis.
5. King County will provide a working list of I-Net sites. King County will update this list to reflect changes and provide the update list to TCI on a monthly basis. Updates will not affect areas for which design and resource commitments have been made in accordance with these procedures described in this Paragraph 5.3.

5.3.2 Design Changes. TCI may make reasonable changes to the design of its primary and secondary network, and the County may make reasonable changes to its conceptual design and specifications, provided that such changes do not have a material impact on meeting the designated milestones or overall completion date. Whichever party makes the change must give the other party prior written notice and must bear all direct costs, including all of the direct costs to the other party, arising from the change.

#### 5.3.3 Sizing and Timing

(a) Sizing Issues. This procedure requires that the average build area be roughly the service area for five (5) Hybrid Fiber Coax (HFC) Nodes, which translates to an area passing approximately 6,000 homes. Unless both parties agree otherwise, no build area shall exceed the service area for ten (10) HFC nodes, an area passing approximately 12,000 homes.

(b) Timing Issues. The Franchisee will submit no more than four (4) build areas for the approval process each week, and no more than two (2) of these four (4) areas will contain I-Net sites.

#### 5.3.4 Approval Procedure

(a) At least 8 weeks before TCI delivers the initial drawings and Bill of Materials ("BOM") (e.g. at least 8 weeks before step 5.3.4 (c) below), TCI will inform the I-Net of its intent to build an area. This notification will be addressed to the I-Net Project Manager and will clearly state that its purpose is to give notice under this Procedure. The notice shall also include:

1. A description of the build boundaries in digital form with a printed copy of the drawing;

2. A list of secondary hubs serving this build with a description of the proposed secondary hub approximate service area boundaries and the locations of secondary hub sites;
3. A list of I-Net sites that TCI believes are affected by this build, including both sites within the build boundaries and sites in proximity to those boundaries that the County may want included in that area build; and
4. A list of issues, if any, that TCI thinks may be associated with this build.

NOTE: This is when TCI commits to the specific build area boundaries.

(b)(1) If no I-Net design activity is required within the build area, I-Net staff will notify TCI within 1 week of receipt of a notification that no I-Net design activity is required.

(b)(2) If design activity is required within the build area, I-Net staff will respond to TCI within 3 weeks of receipt of a notification with the following:

1. Confirmation or correction of the I-Net site list for this build,
2. Site contact names for each I-Net site in the build area,
3. Any issues which I-Net staff thinks may be associated with this build, and
4. If there are any outstanding issues, TCI and I-Net will meet within 2 weeks of King County's response and attempt to resolve them. Issues that are not resolved in accordance with this procedure will be resolved in accordance with franchise terms and conditions. Optionally, I-Net staff may inform TCI that I-Net has no further interest in this build area.

NOTE: The County may not modify the location of I-Net sites within this build area after this step, except if King County pays the full cost of the modification. Such modifications will not be subject to the milestone deadlines.

(c) At the completion of the steps in paragraph 5.3.4(b), TCI delivers the initial design for the build. This design must include the following:

1. An ACAD drawing (hard and soft copy) of the build area showing:
  - i. The proposed coaxial plant,
  - ii. The proposed TCI fiber plant,
  - iii. The proposed I-Net fiber plant (with options, if any), and
  - iv. A table showing homes passed at each node in design.

2. An Excel for Windows 95 or NT worksheet with

- i. A listing of all fiber runs (in the primary ring, in a secondary ring, and between, primary hubs, secondary or mini hubs, nodes, and sites),
- ii. A corresponding BOM showing all costs for each run and for the build as a whole

3. A listing and explanation of any exceptional circumstances or possible alternatives shown in the initial design.

4. If additional I-Net sites are identified between step 5.3.4(a) and 5.3.4(c), then those sites shall be subject to the timeline of 5.3.4(a).

NOTE: It is assumed that each design will be turned over at a meeting, allowing 1 hour per design area to be covered.

NOTE: This is when TCI commits to costs.

(d) Clarification

1. Within 2 weeks after the completion of the steps specified in paragraph 5.3.4(c), I-Net staff may submit questions or requests for clarification on that particular build. These may include, by way of example, requests for cost information on different or additional runs or fibers within the design area.

2. If the County submits questions or requests clarification, the Franchisee will respond with the clarifications and answers requested, in the form of a modified set of the deliverables as contained in paragraph 5.3.4(c), within two weeks of receiving the County's submittal or request.

(e) Within 2 weeks after the completion of steps listed either in paragraph 5.3.4(c) or 5.3.4(d)(2), as relevant, the County will either create a work order for the build or begin problem resolution based on outstanding issues.

1. The work order will contain signed hard copies of the deliverables from paragraph 5.3.4(c) or 5.3.4(d)(2), as relevant including:

- i. Drawings showing the I-Net fiber runs to be built
- ii. A listing of all fiber runs
- iii. A corresponding BOM showing costs for each I-Net fiber run to be built.

5.3.4(e)(2) If there are any outstanding issues, TCI and I-Net will meet within 2 weeks of King County's response and attempt to resolve them. Issues that are not resolved in accordance with this procedure will be resolved in accordance with franchise terms and conditions.

5.3.4(e)(3) If Lessee gives an untimely Work order to Lessor and the untimeliness is material, then Lessor shall have no obligation to construct the I-Net sites covered by that work order during that phase of Lessor's upgrade of its Cable System unless, by Change Order, Lessee extends the Contract Time sufficient to compensate Lessor for the untimeliness of the Work Order and increases the Lease payment sufficient to compensate Lessor for its costs and damages relating to the untimeliness of the Work Order.

NOTE: All TCI invoices shall reference King County work orders by number. After this step, the County is responsible for the payment, subject to the terms and conditions of the Franchise and Lease Agreement, for all successfully completed work contained in the work order.

(f) Housekeeping Issues

All documentation will be provided in both electronic and paper copy formats. All paper copies will contain signature blocks for date of origin, receipt, and acceptance or return.

Electronic copies will be in Excel, Work, MS Project and AutoCad for the Bill of Materials (BOM), descriptive documents, schedules and drawings respectively.

(g) It is the intent of the parties to complete the approval procedures in this Section 5.3.4 as quickly as practical and to cooperate fully in meeting or, where possible, exceeding the construction milestones.

6. Paragraph 6 is amended as follows:

AGREEMENT TIME

6.1 Time.

6.1.1 Lessor shall commence the Work pursuant to the terms of Section 5.3 above and shall achieve Substantial Completion of the Work, as defined under Section 6.2, no later than March 1, 2000, as set forth in Attachment II to the TCI and Viacom Franchise Agreements, as amended. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Agreement Time."

7. Paragraph 7 is amended as follows:

Lease Agreement  
Amendment No. 1

7.2.5 Fixed Costs: The Lessor shall provide the County, at the County's option, with the number and type of optical fibers, as described in the King County Institutional Network (I-Net) Physical Layer Conceptual Design (Exhibit A) and the King County Institutional Network (I-Net) Physical Specifications. Notwithstanding any provisions of the Franchise Agreement or Lease Agreement to the contrary, these fibers shall be provided at costs specified below.

(a) Within the Primary Ring, including those portions in Pierce, King, and Snohomish County: This fiber shall be provided at the following cost: when TCI is constructing for itself or subsidiary or affiliate, the cost to the County shall not exceed the actual cost of the additional fiber optic lines that are installed solely for the County's use; and when TCI is not constructing for itself or subsidiary or affiliate, it shall provide fibers for the County's use, and the cost to the County shall be seven cents per foot per strand for each strand provided solely for the County's use.

(b) Within the Secondary Network: This fiber shall be provided at the following cost: when TCI is constructing for itself or subsidiary or affiliate, the cost to the County shall not exceed the actual cost of the additional fiber optic lines that are installed solely for the County's use; and when TCI is not constructing for itself or subsidiary or affiliate, it shall provide fibers for the County's use, and the cost to the County shall be seven cents per foot per strand for each strand provided solely for the County's use.

(c) Within those portions of the Viacom franchise area where the cable system has already been rebuilt and fiber has already been installed for the County along the entire route between primary hubs and I-Net sites in accordance with the King County Institutional Network (I-Net) Physical Layer Conceptual Design (Exhibit A) and the King County Institutional Network (I-Net) Physical Specifications, TCI shall provide the County the required number and type of fibers between primary hubs and I-Net sites, at a cost to the County of no more than seven cents per strand per foot. Any alternatives to meeting the requirements of the I-Net Conceptual Design and Physical Specs will be handled on a case by case basis.

(d) Within those portions of the Viacom franchise area where the cable system has already been rebuilt and where fiber has not yet been installed for the County along the entire route between primary hubs and I-Net sites in accordance with the King County Institutional Network (I-Net) Physical Layer Conceptual Design (Exhibit A) and King County Institutional Network (I-Net) Physical Specifications. TCI shall: 1) provide the County the required number and type of fibers between primary hubs and nodes, whenever the County so designates, at a cost to the County of no more than seven cents per strand per foot.; and 2) provide the

required number and type of fibers between the nodes and sites at a cost to the County of the actual additional cost of construction as defined in the Lease Agreement. Any alternatives to meeting the requirements of the I-Net Conceptual Design and Physical Specs will be handled on a case by case basis.

(e) The cost of all other I-Net construction for the County shall be in accordance with Article VII of the Lease Agreement.

8. Paragraph 8 is amended as follows:

PAYMENT OF LEASE PAYMENT

8.1 Payment Procedure.

8.1.2 When the Work is completed under a Work Order and the Lessor is ready for a final inspection, the Lessor shall notify the Lessee in writing and propose a date for Lessee's inspection. On the inspection date, the Lessor shall conduct a technical performance test and physical inspection in Lessee's presence to demonstrate the Work done is in full compliance with the Agreement, including compliance with the manufacturer's specifications for the equipment and hardware specified in Section 5.2.5. If the Work passes the technical performance test and physical inspection to the reasonable satisfaction of the Lessee, then the Work for that phase of the I-Net shall be deemed to have reached "Substantial Completion." If the Work fails to pass the test, the Lessor shall correct the problem promptly and propose a date for a second inspection.

8.1.6 The County will retain five percent (5%) of all progress payments as required by RCW 60.28. The County will handle this retainage in accordance with paragraphs 7.01(C)(3) and 7.01(E) of the County's General Terms and Conditions for Construction Contracts. A copy of these paragraphs is attached for the Lessor's information and convenience.

9. Paragraph 9 is not amended.

10. Paragraph 10 is not amended.

11. Paragraph 11 is not amended.

12. Paragraph 12 is not amended.

13. Paragraph 13 is not amended.

14. Paragraph 14 is not amended.

15. Paragraph 15 is not amended.

**13246**

16. Paragraph 16 is not amended.



*This Attachment  
is in Computer  
under  
ORDINANCES  
PASSED*

**Exhibit A**

**King County Institutional Network (I-Net)  
Physical Layer Conceptual Design**

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## Introduction

This document is the conceptual design for the physical layer of the King County Institutional Network (I-Net). The physical layer is the fiber, wire, cable, radio spectrum, or other object that carries the network's signals.

The document begins with background information and then continues by describing the physical elements of the network together with the design rules and constraints associated with each element. It then defines the rules and constraints that relate each element to the others. Finally, any other design rules and constraints are discussed.

This document does not cover the design of applications or services running on the I-Net nor the operations of the Network itself. While this document does make assumptions about the technology that will be used for network switching, separate design documents will be produced later for network switching and applications. This document also does not cover specific brands and models of equipment, though it does, as necessary, describe functions and in some cases specifications.

This document is one of the master references for the King County I-Net. The complete list of anticipated technical documents appears in Appendix B.

### *I-Net Constituencies - Client Agencies*

The I-Net will be built in conjunction with TCI's upgrade of its cable system. Construction will take place from early-1998 through mid-2001. When complete, the I-Net will offer selected services to up to 300 governmental and institutional sites throughout King County.

Sites will be limited to the following functional groupings: King County government; King County Libraries; district and superior courts; King County health facilities; and schools in unincorporated King County (with some schools that were formerly in unincorporated King County and on original site list "grandfathered-in"). In addition, each city in the county will be offered the chance to connect to the I-Net at a single site for the purpose of transmitting regional criminal justice information.

A current list of I-Net sites appears in Appendix D. This is a working list. The ability to connect to each site will be determined on the basis of installation costs, client interest and preparedness, and resource availability for ongoing costs.

### Overview: Elements of Design

The I-Net architecture and topology will, largely, follow the rebuilt structure of TCI's cable system. There will be significant differences, however. This document will describe the main elements of the TCI design and then relate them to the main elements of the I-Net.

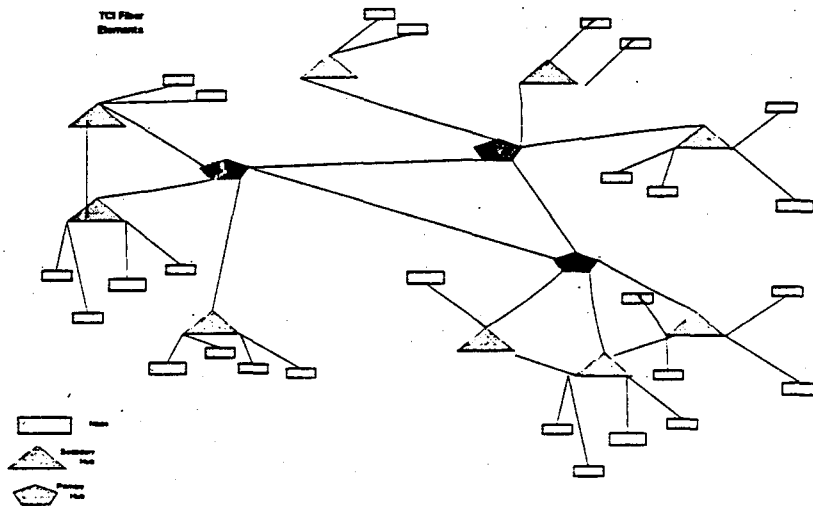
#### *TCI Design Elements*

TCI has identified four locations in the area between Tacoma and Everett as **Primary Hubs**, two of these are within the King county area. These 4 sites will be served by **fiber** connected as a ring. These locations will operate as **Head Ends**, where video from various sources is packaged into the cable product by modulating different channels at different frequencies.

TCI has identified approximately 24 locations as **Secondary Hubs in King County, including 14 existing and 10 new locations**. TCI will connect these to Primary Hubs via radial fiber.

TCI will provide fiber from Hubs to **Nodes**, where the signals are transferred from fiber to CATV **coaxial cable**. The coaxial cable is used to feed the **home subscribers** with both one way (traditional cable TV) and two way (e.g. cable internet services).

TCI Design Element (Illustration 1)



***I-Net Design Elements***

**Core switching equipment**, which dynamically routes I-Net traffic, will be located at **Hubs**. For the purposes of the I-Net *network* there is no real difference between the TCI Primary and Secondary hubs. Primary Hubs will be the location for I-Net infrastructure required by *applications* (video, voice), because of greater available space, power and their more central location in the topology.

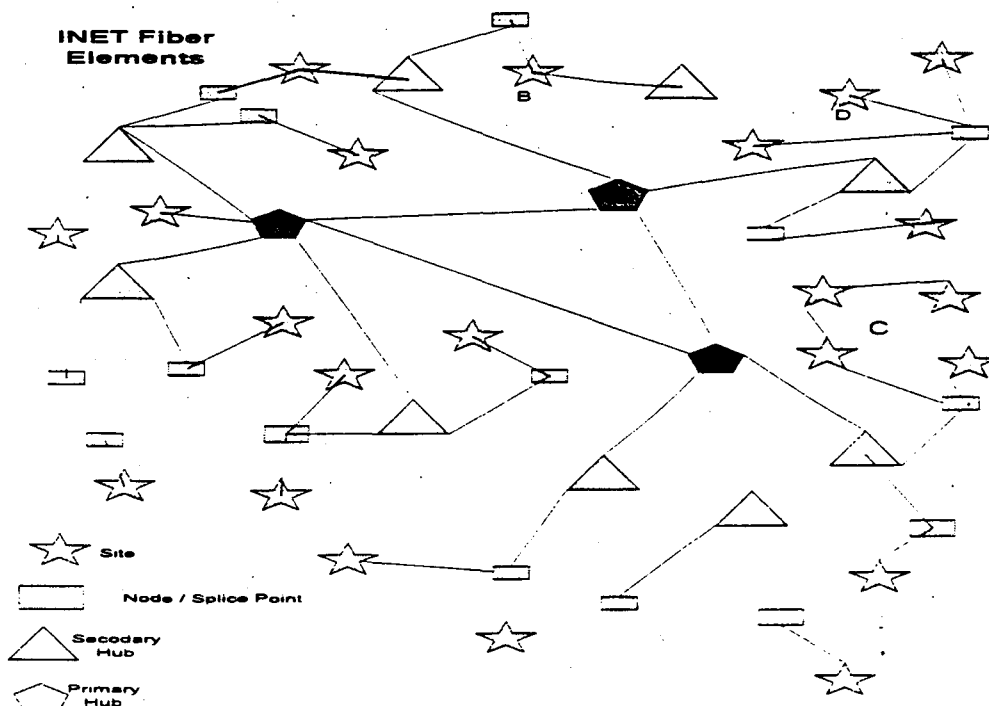
I-Net will have **core switching equipment** at the Primary Hubs and the Federal Way and 89<sup>th</sup> & Roosevelt Secondary Hubs (hereafter referred to as designated Secondary Hubs) and will also locate **application specific shared infrastructure elements**, such as data routers or video Servers, at these sites. I-Net will connect Secondary Hubs with radial fiber and will also connect "adjacent" hubs to provide diverse routing where this is feasible and cost effective.

The I-Net Project will provide fiber from Hubs to **Sites**, which are the client facilities. TCI nodes are relevant only because they are fiber **splice** points and because there is a significantly higher cost to I-Net for fiber beyond the node. Specifically, the I-Net project will pay the full cost to install fiber from the splice to the Sites, while the project pays only the incremental cost of the I-Net fiber strands along with associated splices and terminations throughout the rest of the network. TCI Nodes will not have any I-Net equipment.

**Sites** will have **edge switching equipment or concentrators**, which will connect specific transport applications to the I-Net.

Applications on the network will include, but are not limited to: voice trunk lines (T1, T3) used to connect PBX and Key systems between sites; data trunk (T1, T3) lines used to connect site LANs together as a Wide area Network; one and two way video services and; voice and data ATM services.

**I-Net Design Element (Illustration 2)**



## **Primary Hubs**

### ***Functions***

The Primary Hubs comprise the core of the network with switches that connect primarily to equipment at Secondary Hub locations.

“Application” oriented equipment, such as routers for data applications, voice switching equipment or video caching servers will reside at Primary Hubs. I-Net staff will have 24-hour access to I-Net equipment at Primary Hubs upon 48 hours notice to TCI. King County is not required to provide advance notice in the case of an emergency.

Primary Hubs are managed by TCI and may be staffed on a 24 hour basis. The facilities have both battery and generator backup.

Each Primary Hub also functions as a secondary Hub since close sites are served directly.

### ***Topology***

The TCI Primary Hubs are connected in a Ring that includes the 2 King County Hubs (at Burien and Bellevue), 1 in Everett and, 1 in Tacoma.

The designated Secondary Hubs are connected to the Primary Ring Fiber and have secondary rings associated with them. For the purposes of I-Net these will be treated as Primary Hubs.

I-Net will have a spur (without diverse route) of fiber going to the Primary in downtown Tacoma. This is acceptable if (and only if) the southern end of the Primary fiber is complete as a ring elsewhere (e.g probably via the Federal Way Secondary Hub).

Each other I-Net Primary Hub will have connection to each other via the primary ring.

In addition, each primary hub will connect to a number of secondary Hubs.

These Primary to Secondary connections are mostly in the form or secondary rings which are detailed in the Secondary Hub topology.

I-Net staff will have 24-hour access to I-Net equipment at all Hubs upon 48 hours notice to TCI. King County is not required to provide advance notice in the case of an emergency.

### ***Locations***

The precise locations of the Primary Hubs have been determined as part of TCI's design for the cable system. A listing of the Primary Hubs, and associated Secondary Hubs, is included in Appendix C. in the form of a Diagram.

## Secondary Hubs

### *Functions*

Most sites are served from the switching equipment in Secondary Hubs.

There will be approximately 24 Secondary Hubs in King County. Each Primary Hub has a secondary hub collocated with it. Another way to say this would be to say that Primary Hubs also serve sites.

Secondary hubs will have principally transport switching equipment. I-Net reserves an option to place caching or other fully automatic Application equipment in some secondary Hubs if needed.

Secondary Hubs are not staffed facilities, however I-Net staff will have 24-hour access to I-Net equipment at Secondary Hubs upon 48 hours notice to TCI. King County is not required to provide advance notice in the case of an emergency. Secondary Hubs are provisioned with emergency battery backup.

### *Topology*

Hubs connect to each other and to the Sites.

All Secondary Hubs connect to at least one Primary Hub.

Most Secondary Hubs will be connected in a ring to at least one additional adjacent Hub in order to provide greater capacity and route redundancy. This may be done via sites connected to both Hubs, if this is the most cost-effective means. This is shown in *Illustration 2* at the letter **B**.

Note: It is not cost effective to connect in rings the most remote Secondary Hubs, such as North Bend.

Appendix C shows the Secondary Loops which will interconnect Hubs.

Secondary Hubs will connect to between 1 and 35 sites each, with most connecting to between 6 & 15 sites.

It may be desirable initially to omit switching equipment at Hubs, which serve only a few sites, by routing additional fiber from the site through that Hub to an adjacent more "populated" Hub. This will be examined by I-Net on a case by case basis as TCI defines the service areas associated with specific Hubs.

### *Locations*

While TCI determines the locations for the unsited Secondary Hubs, TCI and I-Net Project Staff will work together to find mutually advantageous locations.

## **Nodes**

### ***Functions***

Nodes are the point at which the TCI Network converts its signal from fiber to coaxial cable.

I-Net will not place equipment at TCI Nodes so these are not active elements of the I-Net design.

### ***Topology***

Nodes ARE important to I-Net in that the associated splice is usually the demarcation between incremental fiber costs and full construction cost to the project.

If fiber may be spliced more economically at a location closer to a Site than the closest TCI Node, then this will be done and this splice will become the demarcation between incremental fiber costs and full cost to I-Net.

## **I-Net Sites**

### ***Functions***

I-Net sites are typically schools, libraries or other government buildings, although there will also be a small number of other not for profit entities.

Ideally, each I-Net site will provide a location in its main phone closet or in a well-ventilated interior location on the outside wall facing the nearest Node.

A wall mounted cabinet roughly 24"W x30"H x30"D will house the I-Net fiber termination and connect equipment. It is the initial intention of the I-Net project to provision all sites with the same basic equipment.

This equipment will have options depending on what applications (data, voice, video, etc) the client agency wishes to transport. Typically, these options are in the form of "cards" that plug in to a chassis' back plane. This configuration is referred to as an ATM Access Concentrator.

At sites connected in a loop to other sites or to a second hub, a switching card may be added to the chassis converting the configuration from an access concentrator to a small ATM switch.

For organizations that intend to participate initially, sites will be provisioned with one of the following, in order of preference:

- Option 1: terminated fiber in a rack inside the facility
- Option 2: a loop of fiber in a box on the outside of the facility

For organizations that do not intend to participate initially, but that do intend to participate later, sites will be provisioned with one of the following, in order of preference:



- Option 1: a loop of fiber in a box on the outside of the facility
- Option 2: a loop of fiber on the pole nearest to the facility

### ***Topology***

I-Net sites are the “end nodes” or customer premises of the I-Net transport network.

In most cases, sites will be ends topologically as well, being wired back to the switch at a Hub singly, as radiating branches. This “Star” topology is shown in *Illustration 2* at the letter D.

In a small number of cases, however, several I-Net sites may be wired in a loop as a “Campus”. This may be because the sites are very close together OR because the sites are on the path providing diverse routing for secondary Hubs. This Campus topology is shown in *Illustration 2* at the letter C.

In fiber build areas where the sites are in close proximity to one another, a campus topology may be preferred. In fiber build areas where sites are long distances apart, a star topology will be preferred. Every fiber build area will be considered individually.

Topologically, Campus Loops should be thought of as ending at the Hub (or Hubs) associated with the sites and not at the Nodes.

***Note: Campus wiring must be approached with some caution since it assumes that all sites in the loop will participate in the I-Net project.***

### ***Locations***

A current list of I-Net sites appears in Appendix D. This is a working list and is subject to change until sites are frozen by the Area Design Approval Process (ADAP). The ability to connect to each site will be determined during that process based on installation costs, client interest, preparedness, and resource availability for ongoing costs.

### ***Physical Description***

A wall mounted cabinet roughly 24”W x30”H x30”D will house the I-Net fiber termination and connect equipment. It is the initial intention of the I-Net project to provision all sites with the same basic equipment.

Each client will need to provide a physical location for I-Net fiber termination and connect equipment within the site facility. This site should have the following characteristics:

- The I-Net location will be within 20 feet of an outside wall. (Ideally it will be on an outside wall, in an existing “phone closet” that also has sufficient space and air circulation.)
- There will be a dedicated 20 Amp circuit available for I-Net Equipment.

- The location must have adequate office level air quality and circulation. (ie: it cannot be an unventilated broom closet or a humid wash room.)
- The location must be reasonably secure.

## I-Net Fiber

### *Functions*

All application information is packaged into ATM packets at the site concentrator or edge switch and transmitted digitally by laser diodes to the next upstream switch, which is typically at the nearest secondary Hub. The information packets are then switched through the network to their destination site where they are "unwrapped" and reassembled into application information.

### *Physical Description & Length limitations*

The length of a fiber run is determined based on a budget for signal losses. The loss budget for all runs to Sites should fall within the limits of standard intermediate range single mode fiber send and receive hardware. Depending on the vendor this will most probably be either 10 or 13 decibels of loss.

Based on early and conservative estimates, it should be possible to reach 262 of 300 sites with regular or "short range" electronics that have a loss budget of 10 dB. Only 3 sites appear to be farther than 13 dB from their nearest Hub. These sites will require intermediate or long range hardware. It is probable that the runs between Hubs on the Primary Ring will also require intermediate or long reach hardware.

Fiber will be terminated on a rack or in a fiber enclosure at a location previously designated by the County and agreed upon by TCI.

### *Primary Ring Fiber Counts*

The I-Net will require twelve (12) strands of single mode fiber in a loop through the primary hubs. In this fiber bundle, two of the twelve strands shall be reserved as spares for replacement of a failed strand.

Spurs will also have twelve (12) strands of single mode fiber.

### *Primary Hub to Secondary Hub & Between Secondary Hub Fiber Counts (Secondary Network)*

The strand count from Primary to Secondary hub will be eight (8).

If the Secondary Hubs are in a Ring then I-Net will require eight (8) fibers around the ring.

*Fiber Counts from Secondary Hub to Site – Campus Topology*

If the fiber to the site is arranged as a **campus** topology, the strand count will be six (6) strands around the campus ring. In this case 12 fibers (e.g. both ends of the ring) return to the Hub which serves the sites. All 12 fibers will be terminated at the Hub and at each site.

### Fiber Counts from Secondary Hub to Site — Star Topology

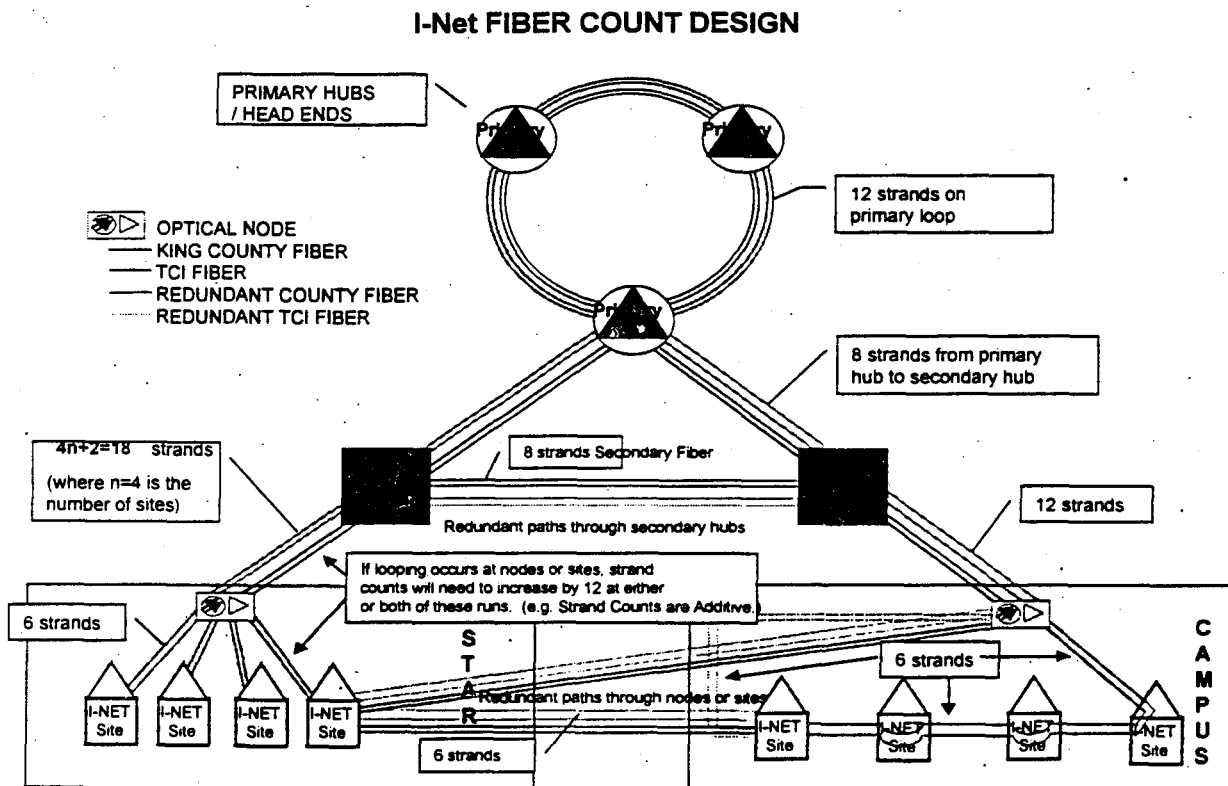
This is by far the more common case.

If the fiber from the secondary hub to the I-Net sites is arranged as a star, then runs to a node or splice point will include four (4) fibers for each site served via the nearest splice point and an additional two (2) spare fibers. {E.g. hub to nearest splice = (4 \* Sites) +2}.

In this star configuration, four strands from the secondary cable will be fusion spliced to four strands of each site cable. After all strands are spliced, two (2) strands should remain in the secondary cable. Those strands shall be protected within the splice case and be reserved as spares in case of a failed strand. Those two strands shall remain as spares and not activated for any network.

To clarify further, in a star configuration, the splice by a node:

- serving a single site will have six fiber to the site and back to the hub;
- serving 2 sites will have six fiber to each site and 10 back to the hub;
- serving 3 sites will have six fiber to each site and 14 back to the hub.;
- etc.



## Appendix A. Equipment Lists

### *A.1. I-Net Primary Hub Equipment List*

#### *Switch Equipment*

The core switching equipment will have, at a minimum, the following:

1. 1+1 OC3 Single mode fiber interfaces for each adjacent HUB, (2 primary + XX secondary)
2. Redundant Power supplies
3. ATM or OC3 MM interfaces for local switching equipment and/or Application servers (2 minimum)
4. 1 out of band (modem) connection for monitoring and trouble shooting.

#### *Application Equipment*

Application equipment will not be defined in this document

#### *Monitoring Equipment*

There should be both an out of band (e.g. dial up) and an in band connection to each switch at each Hub.

There should also be a means of remotely monitoring power and temperature status at each secondary Hub.

### *A.2. I-Net Secondary Hub Equipment List*

#### *Switch Equipment*

The core switching equipment will have, at a minimum, the following:

- 1+1 OC3 Single mode fiber interfaces for each adjacent HUB, (2 primary + XX secondary)
- Redundant Power supplies
- 1 out of band (modem) connection for monitoring and trouble shooting.

#### *Application Equipment*

Application equipment will not be defined in this document

#### *Monitoring Equipment*

There should be both an out of band (e.g. dial up) and an in band connection to each switch at each Hub.

Ideally, there should also be a means of remotely monitoring power and temperature status at each secondary Hub.

**A.3. Site Equipment List**

***Switch Equipment***

Site equipment will include an ATM Concentrator / End Switch with the following capabilities (not all will be implemented at all sites):

- OC3 Single Mode Fiber ATM interface(s) for connection to I-Net Hub(s)
- T1 circuit emulation interface (must support at least 4)
- UTP – must support both voice and data circuit emulation (with and without clock) (optional built in DSU/CSU breaking out TI to V.35 interface)
- ATM over Twisted Pair interface (ideally both 25Mbps and 155Mbps) for data and video applications
- Ethernet Legacy Cat-5 LANE interface

***Application Equipment***

Application equipment will not be defined in this document

**Appendix B. I-Net Technical Documentation Roadmap**

<u>Document</u>	<u>Audience</u>
Institutional Network Physical Layer Conceptual Design (this document)	TCI, RFPR, C/E/B, Client
I-Net-TCI Area Design Approval Procedure	TCI, Legal
I-Net – TCI Area Build Fiber Testing and Acceptance Procedure	TCI
I-Net Site Requirements and Preparation Document	Clients
I-Net Network Switching Equipment RFP	RFPR, Purchasing
I-Net Applications Conceptual Design	All
I-Net Network Switching Equipment Installation & Testing Procedure	TCI, RFPR, Ops
I-Net Applications RFP(s)	RFPR, Purchasing
I-Net Site Switching Equipment Installation & Testing Procedure	Clients, Ops, TCI
I-Net ATM Network Configuration, Testing & Acceptance Procedure	Vendor, Ops
I-Net Operations Plan – First Part: Switching & Transport	Ops, Vendor, C/E/B, Clients
I-Net Operations Plan – Second Part: Applications	Ops, Clients, Vendor, C/E/B
Application Equipment Installation, Testing & Acceptance Procedures	Vendor, Ops, Clients
Physical Specifications	TCI, RFPR

**Abbreviation**

C/E/B  
 Clients  
 Legal  
 Ops  
 Purchasing  
 RFPR  
 TCI  
 Vendor

**Explanation**

Council/Executive/Budget  
 I-Net Participating Agencies  
 Prosecuting Attorney's Office  
 ITS Operations Personnel and Network Operations Center  
 Purchasing  
 RFP Recipients  
 TCI  
 The vendor(s) that is (are) awarded the RFP

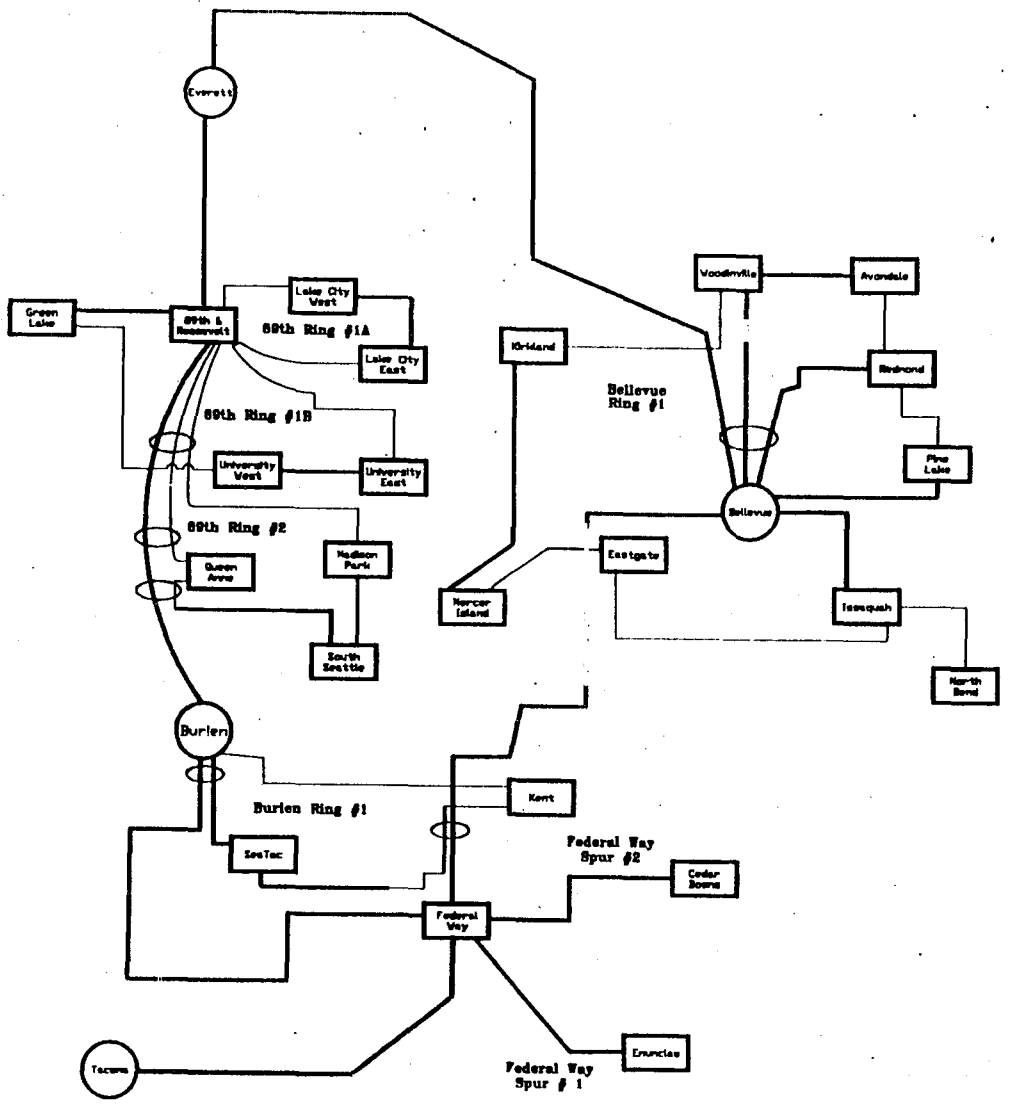
**Appendix C. TCI / I-Net Hub Topology**

Attached is a drawing showing the topology of the TCI and I-Net Primary and Secondary fibers.

I-Net will have fiber everywhere shown in the quantities described by this conceptual design EXCEPT for the fiber runs connecting Secondary hubs to Tacoma and Everett Primary hubs.

To restate this: I-Net will have 12 strands around the Primary Ring, including the Primary hubs at Tacoma and Everett, and 8 strands on all secondary fiber in King County.





LAST UPDATE  
JUNE/01/98

**LEGEND**

- Primary Ring
- Existing Secondary
- New Secondary
- Future Secondary
- Common Route/Sheath

general notes  
Some T3 fiber routes have been omitted for clarity.


T: 206/291-9800 FAX: 206/291-9801  
 1000 1st Ave. Seattle, WA 98101  
 1000 1st Ave. Seattle, WA 98101

**IBI**  
 Group, Planners  
 1000 1st Ave. Seattle, WA 98101  
 206-291-9800 FAX 206-291-9801

project title  
  
**TCI**  
 TCI Puget Sound  
 Bellevue, Washington  
 National Optical Transport System Subnet

sheet title  
**Fiber Optic Cable Proposed  
 INET Rings**

sheet no.	INET
date	06/01/98
drawn	checked
project no.	sheet no.
TO-6139	

**NOT TO SCALE**  
**DATE PLOTTED**

13246

59

**Appendix D. I-Net Site List**

**13246**

13246

FRANCHISE NO. 11680

AMENDMENT NO. 2

EFFECTIVE DATE August 13, 1998

Effective this 13<sup>th</sup> day of August, 1998, Franchise No. 11680 between King County (hereinafter "County") and Tele-Vue Systems, Inc. d/b/a Viacom Cable is hereby amended as described herein.

Except as expressly provided herein, all terms and conditions of Franchise No. 11680, as heretofore amended, remain unchanged and in full force and effect and are assumed by TCI Cablevision of Washington, Inc. Changes to the sections and subsections specified below do not affect other sections or subsections.

This amendment shall become effective upon execution by both parties and the Franchisee's submittal of fully executed performance and payment bonds, in accordance with the franchise requirements.

TELE-VUE SYSTEMS, INC. D/B/A  
TCI OF WASHINGTON

By: Sharon K. Becker

Name: Sharon K. Becker

KING COUNTY, WASHINGTON

By: [Signature]

Name: RONALD C SIMS

Title: King County Executive

Approved as to form only [Signature]

13246

1. Paragraph 1 is amended as follows:

**1. Definitions**

(c) Effective Date. The effective date of franchise 11680 is February 28, 1995.

(d) Franchise Agreement. This contract and any amendments, exhibits, or appendices hereto.

(e) Franchisee. Refers to Tele Vue System, Inc., d/b/a TCI of Washington and its lawful and permitted successors and assigns.

(f) 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.

(i) Lease Agreement. The term "Lease Agreement" means that particular Lease Agreement between King County, Washington, and TCI of Seattle, Inc., TCI of Auburn, Inc., TCI Cablevision of Washington, Inc., and Tele-Vue Systems, Inc., dated August 1, 1996, and all approved amendments or modifications thereto. The Lease Agreement is attached to Franchise 11680, as amended as Appendix C and is fully incorporated herein by this reference.

(k) TCI Franchise. The term "TCI Franchise" means Franchise No. 12312, authorized by ordinance No. 12132 and commencing on August 1, 1996, and all approved amendments or modifications thereto.

2. Paragraph 2 is amended as follows:

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

(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). In addition, Franchisee agrees that the County is extending the construction schedule at the Franchisee's request; therefore, the Franchisee agrees that it will not claim that any cost arising from the extension, or from the simultaneous modification of any provision of this franchise agreement, the Lease Agreement, or any other document, 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. Paragraph 3 is not amended.

4. Paragraph 4 is not amended.

5. Paragraph 5 is not amended

13246

6. Paragraph 6 is amended as follows:

All notices to Franchisee shall be mailed to:

TCI Cablevision of Washington, Inc.  
2233 112 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: (425) 462-2853. The Franchisee may change this number by providing written notice of a substitute number to the Cable Office.

7. Paragraph 7 is not amended.

8. Paragraph 8 is not amended.

9. Paragraph 9 is not amended

10. Paragraph 10(f) is amended as follows:

**10. Security Fund, Bonds and Letter of Credit.**

(f) Franchise Performance Bond and Payment Bond. Franchisee shall post a performance bond in the form attached as Appendix 1 in the amount of twenty-one million dollars (\$21,000,000) to ensure performance under Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended, and a one hundred thousand dollar (\$100,000) payment bond (in the form attached as Appendix 2) for all construction and repairs under Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended. All bonds must be executed by a duly licensed surety registered with the Washington State Insurance Commissioner, and the surety shall appear in the current Authorized Insurance Company List in the state of Washington published by the Office of the Insurance Commissioner. The surety shall designate an attorney-in-fact in the State of Washington. King County may require the surety to appear and qualify upon any bond.

All duties and obligations of the Principal as set forth in the performance bond (Appendix 1) are hereby incorporated as duties of the Franchisee under this Agreement as though fully set forth herein.

Upon final acceptance by the County of satisfactory completion of the upgrade and rebuild of the former Viacom and TCI franchise areas, including channel capacity and

construction of the I-Net, the franchise performance bond amount shall be reduced from twenty-one million dollars (\$21,000,000) to one hundred thousand dollars (\$100,000) throughout the remaining term of this Agreement. The one hundred thousand dollar (\$100,000) payment bond shall be released upon final acceptance by the County of satisfactory completion of the upgrade and rebuild of the former Viacom and TCI franchise areas. On an annual basis, Franchisee shall provide documentation sufficient to prove that it has complied with all bond requirements in this Agreement.

11. Paragraph 11 is not amended.
12. Paragraph 12 is not amended.
13. Paragraph 13 is not amended.
14. Paragraph 14 is not amended.
15. Paragraph 15 is not amended.
16. Paragraph 16 is amended as follows;

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

(a) System Upgrade. The Franchisee's Cable System shall be upgraded rebuilt, activated, and programmed by March 1, 2000 so that, at all times thereafter, the System meets or exceeds the following requirements:

(2) The rebuilt system shall 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. The system must be 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. The rebuilt system shall have diverse fiber routes between secondary hubs located in both the incorporated and unincorporated areas of King County. Diverse fiber routes shall be constructed as described in the Lease Agreement.

(d) Institutional Network.

(1) The County will lease from the Franchisee dedicated fiber capacity for an Institutional Network 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. 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 and hubs for switching, control and other equipment provided by the County and required for the utilization of the system capacity reserved for the Institutional Network, as described in the Lease Agreement.

(4) The Franchisee, as directed by work order pursuant to the Lease Agreement, shall connect to the Institutional Network the locations which include schools, libraries, courts, County offices and agencies, and such other public, educational and governmental facilities as shall be designated by the County pursuant to the Lease Agreement procedure. The County has the right to reasonably substitute new sites prior to Franchisee's construction in accordance with the Lease Agreement. Provided however, the total number of sites subject to the special lease agreement pricing may not exceed 300.

(f) System Upgrade and Institutional Network Schedule.

(1) The Franchisee shall complete all construction, including the construction, activation and programming of the subscriber portion of the system and the deployment and testing of all I-Net fiber, no later than March 1, 2000. The Franchisee shall meet or exceed specific construction milestones, in accordance with Attachment II attached, which is incorporated by this reference. Failure to complete construction in accordance with Attachment II milestones will result in liquidated damages consistent with Paragraph 11.

(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 II as modified by Lease Agreement; 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 provided by Franchisee or others for production of public access programming within King County; 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.

17. Paragraph 17 is amended as follows:

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

(a) Access Channel.

(2) In addition to the channels specified in Section 17.(a)(1), after the rebuild of the System as described in Section, 16, 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 throughout the remaining term of this Franchise. Any channels provided pursuant to Section 17(a)(1) above count toward 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. In accordance with franchise requirements regarding TCI's obligation to provide countywide PEG channel distribution in both incorporated and unincorporated areas, TCI shall provide a report to the county for approval detailing plans for regional distribution of PEG channels by July 31, 1998. Failure to deliver the report by July 31, 1998 will constitute a material breach of the franchise. The report shall contain the following:

- (a) Description of PEG channel obligations in both incorporated and unincorporated areas.
- (b) Proposed options for countywide PEG channel distribution including incorporated and unincorporated areas.
- (c) Planned activities and timeline for achieving regional coordination on proposed options.
- (d) Plan for countywide implementation of King County PEG channels in accordance with franchise requirements if regional coordination is not possible within the agreed to dates.

(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.

(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 must be made available to subscribers and may be made available 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.

(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.

(2) Beginning on February 28, 1995, 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 Franchise 11680, 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 Franchise 11680, the Franchisee shall pay to the County an amount equal to the base amount.

(8) Settlement Amounts.

- (a) TCI shall provide a five dollar (\$5) credit per month to each subscriber not receiving upgraded service on March 1, 1999, and shall continue to provide the subscriber credit until the service is upgraded and programmed. The monthly credit may be comprised of both a direct credit and an otherwise applicable rate increase which is foregone as to such subscribers.
- (b) TCI shall install diverse routing for the I-Net at its sole cost, as described in the Lease Agreement.
- (c) At its sole cost, TCI shall provide access to conduit in the downtown Seattle area. The value of the conduit shall not exceed \$215,950, calculated on the basis of \$40 per foot, with locations to be designated by King County during the term of the construction. There shall be no cost for ongoing use of the downtown conduit. The access provided herein shall be provided in perpetuity.
- (d) Any failure to fully provide compensation to subscribers, diverse routing and conduit as described in this section shall be a breach of this Franchise. These costs and payments provided for in this section are not franchise fees or other costs subject to treatment as an external cost which may be passed through by Franchisee to subscribers, and Franchisee waives any claim otherwise.

(d) Return Feed from Facilities.

(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. 11680, 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 network equipment as described in the Lease Agreement and access network equipment as reasonably necessary, in Franchisee's buildings and structures without charge. Franchisee 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.

18. Paragraph 18 is amended as follows:

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

~~(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. Paragraph 19 is not amended.

20. Paragraph 20 is amended as follows:

**20. Operation and Reporting Provisions.**

(a) Books and Records

(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 the 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 traveling to inspect, audit or copy the books or records.

(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 traveling to inspect, audit or copy the books or records. Nothing in this Section 20. waives FCC open records provisions.

21. Paragraph 21 is not amended.

22. Paragraph 22 is not amended.

23. Paragraph 23 is not amended.

24. Paragraph 24 is not amended.

**13246**

Attachment I. Attachment I is amended as follows:

**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 sites in accordance with the Lease Agreement.

**Attachment II**  
**Construction Milestones for TCI Rebuild**

<b>Area/Notes</b>	<b>Description of Task</b>	<b>Completion Date</b> <sup>4</sup>
Burien		
	<sup>1</sup> Complete Burien Temporary Headend Facility	12/15/98
	<sup>1</sup> Complete Burien Master Headend Facility (112th St)	3/1/00
	<sup>2</sup> Complete Burien Build Areas	5/4/99
Federal Way		
	<sup>1</sup> Complete Federal Way Secondary Hub	1/22/99
	<sup>2</sup> Complete Federal Way Build Areas	5/28/99
Sea-Tac		
	<sup>1</sup> Complete Sea-Tac Secondary Hub	8/24/98
	<sup>2</sup> Complete Sea-Tac Build Areas	12/22/98
Kent/Vista		
	<sup>1</sup> Complete Kent/Vista Secondary Hub	9/7/98
	<sup>2</sup> Complete Kent/Vista Build Areas	12/29/98
Enumclaw		
	<sup>1</sup> Complete Enumclaw Secondary Hub	9/23/98
	<sup>2</sup> Complete Enumclaw Build Areas	1/5/99
Cedar Downs		
	<sup>1</sup> Complete Cedar Downs Secondary Hub	12/21/98
	<sup>2</sup> Complete Cedar Downs Build Areas	3/17/99
89th and Roosevelt		
	<sup>1</sup> Complete 89th & Roosevelt Secondary Hub	12/18/98
	<sup>2</sup> Complete 89th & Roosevelt Build Areas	3/15/99
Green Lake		
	<sup>1</sup> Complete Green Lake Secondary Hub	1/4/99
	<sup>2</sup> Complete Green Lake Build Areas	4/14/99
Queen Anne		
	<sup>1</sup> Complete Queen Anne Secondary Hub	1/4/99
	<sup>2</sup> Complete Queen Anne Build Areas	4/12/99
Madison Park		
	<sup>1</sup> Complete Madison Park Secondary Hub	2/1/99
	<sup>2</sup> Complete Madison Park Build Areas	2/26/99
South Seattle		
	<sup>1</sup> Complete South Seattle Secondary Hub	3/1/99
	<sup>2</sup> Complete South Seattle Build Areas	4/6/99
Vashon		
	<sup>1</sup> Complete Vashon Secondary Hub	12/27/99
	<sup>2</sup> Complete Vashon Build Areas	1/12/00
Bellevue		
	<sup>1</sup> Complete Bellevue Primary Hub	6/22/99
	<sup>2</sup> Complete Bellevue Build Areas	8/17/99
North Bend		
	<sup>1</sup> Complete North Bend Secondary Hub	2/4/99
	<sup>2</sup> Complete North Bend Build Areas	3/16/99

## Construction Milestones for TCI Rebuild Continued

Area/Notes	Description of Task	Completion Date <sup>4</sup>
King County East/Issaquah		
	<sup>1</sup> Complete KC East/Issaquah Secondary Hub	4/12/99
	<sup>2</sup> Complete KC East/Issaquah Build Areas	7/9/99
Mercer Island		
	<sup>1</sup> Install Mercer Island Secondary Hub	9/1/99
	<sup>2</sup> Complete Mercer Island Build Areas	9/21/99
Kirkland		
	<sup>1</sup> Complete Kirkland Secondary Hub	6/28/99
	<sup>2</sup> Complete Kirkland Build Areas	8/13/99
Woodinville		
	<sup>1</sup> Complete Woodinville Secondary Hub	7/19/99
	<sup>2</sup> Complete Woodinville Build Areas	8/24/99
Avondale		
	<sup>1</sup> Complete Avondale Secondary Hub	8/5/99
	<sup>2</sup> Complete Avondale Build Areas	8/18/99
Redmond		
	<sup>1</sup> Complete Redmond Secondary Hub	8/25/99
	<sup>2</sup> Complete Redmond Build Areas	10/19/99
Pine Lake		
	<sup>1</sup> Complete Pine Lake Secondary Hub	9/13/99
	<sup>2</sup> Complete Pine Lake Build Areas	10/14/99
Eastgate		
	<sup>1</sup> Complete Eastgate Secondary Hub	10/4/99
	<sup>2</sup> Complete Eastgate Build Areas	12/21/99
Primary & Secondary Fiber Construction		
	<sup>3</sup> Complete Construction of All Primary Fiber	9/6/99
	<sup>3</sup> Complete Construction of All Secondary Fiber	1/10/00
	Complete System Rebuild & I-Net (including all hubs & all build areas)	3/1/00

<sup>1</sup> Includes but is not limited to upgrade, installation or construction of facility & installation of all racks, FDU's, power, HVAC and ventilation equipment for rebuild and I-Net.

<sup>2</sup> Includes but is not limited to fiber to all nodes in unincorporated areas, fiber to all I-Net sites, activation of all nodes in unincorporated areas, testing & acceptance of fiber & electronics, submittal of test documentation to King County, and activation & programming of channels as provided in franchise agreements, including PEG channels.

<sup>3</sup> Includes but is not limited to installation, splicing, testing & acceptance of fiber & submittal of test documentation to King County.

<sup>4</sup> Subject to the prior written approval of DIAS Director, TCI may change the order of completion for build areas, provided the change causes no delay in degree of completion of project, or hardship to King County. The County and TCI will work together under the Area Design Approval Process (ADAP), to meet construction schedule milestones, recognizing that unforeseen events may require substitutions to be approved by DIAS Director, while still meeting the new construction deadline of March 1, 2000.

Bond Number: \_\_\_\_\_

**KNOW ALL BY THESE PRESENTS:**

That we, **TCI Cablevision of Washington, Inc.**, and **Tele-Vue Systems, Inc. d/b/a TCI of Washington**, corporations with principal offices at 2233 112<sup>th</sup> Avenue N.E., Bellevue, WA 98004, jointly and severally as Principal, and **Travelers Casualty and Surety Company of America**, a corporation with principal offices at 205 Columbus, Hartford, CT 06183-9062, legally doing business in the State of Washington, as Surety are held and firmly bound unto **King County**, as Obligee, in the sum of Twenty-One Million and 00/100 dollars (\$ 21,000,000) (the "Bond Sum") for the payment of which sum, we bind ourselves, our personal representatives, successors, assigns, and subsequent purchaser of TCI Cablevision of Washington, Inc. and Tele-Vue Systems, Inc., d/b/a TCI of Washington, jointly and firmly by these presents.

WHEREAS, the Principal has entered into two Franchise Agreements and a Lease Agreement with King County, Washington, dated August 1, 1996, for Franchises to construct, upgrade, operate and repair a cable system with an Institutional Network ("I-NET") system in King County, pursuant to Ordinance No. 12132 and Ordinance No. 11680, including all franchise documents, specifications, and appendixes, all as amended and modified, which are incorporated herein by this reference; and

WHEREAS, the Principal has agreed to secure by this Bond completion of the upgrade and rebuild of its cable television systems with an Institutional Network ("I-NET") system and performance of all its obligations as set forth in Ordinance No. 12132 and Ordinance No. 11680, specifically including but not limited to the obligations set forth in the Amendments to Franchises No. 11680 and No. 12132 and the amended Lease Agreement (Appendix C to Franchise No. 12132), all as amended (the "Obligations") until final acceptance by King County of satisfactory completion of said upgrade and rebuild as set forth in said Agreements:

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT: if the Principal shall faithfully perform all the Obligations, in the manner and time provided, then this obligation shall be void, otherwise to be and to remain in full force and effect.

IT IS FURTHER AGREED THAT in the event the Principal fails to perform any of the Obligations after thirty (30) days notice and opportunity to cure pursuant to the above-referenced franchise documents, then the Principal and Surety shall be liable, and shall perform or pay, as provided in paragraphs 1-5 below.

1. The Obligee shall notify the Surety in writing of the particular facts of the failure of performance and of the amount of the Bond Sum that the Obligee has



determined in good faith is required to remedy the failure (the "Required Amount"). The notice shall be sent to the Surety at its home office at 205 Columbus, Hartford, CT 06183-9062 by registered mail with a copy to the Principal. If there has been a failure of performance by the Principal and a good faith determination by the Obligee of the Required Amount, the Principal and Surety shall be liable for the Required Amount, subject only to the Obligee's election to accept performance in lieu of payment of the Required Amount as provided in paragraph 2 below.

2. Within ten (10) working days of its receipt of the notice, the Surety shall notify the Obligee in writing whether it provisionally elects to pay the Required Amount or to remedy the failure of performance. If the Surety provisionally elects to pay the Required Amount, it shall tender the Required Amount with the notice of election. If the Surety provisionally elects to remedy the failure of performance, it shall make such election by submitting a specific plan for doing so to the Obligee. In such case, the Obligee shall nonetheless be entitled, in its sole discretion, to require payment of the Required Amount in lieu of the Surety's remedying the failure of performance, and the Surety shall pay such Required Amount within five (5) days of receipt of written notice from the Obligee of its election to require such payment. Upon the Surety's payment of the Required Amount, the Bond Sum shall be reduced by such amount, but, except for such reduction, and regardless of whether the Obligee has rejected a provisional election to remedy a failure of performance, all obligations of the Principal and Surety of every kind shall remain in full force and effect.

3. If the Surety disputes the occurrence of a failure of performance or the good faith of the Obligee's determination of the Required Amount, the Surety shall provide the Obligee with a written statement of the basis for its dispute, but the Surety shall nevertheless be required to pay the Required Amount or remedy the failure of performance in strict accordance with the provisions and the time requirements of paragraphs 1 and 2 above; provided, however, if, before the deadline for such payment or performance has passed, a court of competent jurisdiction has determined, on the basis provided by the Surety in its written statement, a) that there has been no failure of performance, the Surety shall have no obligation to pay or to remedy the alleged failure of performance or b) that the Obligee has not determined the Required Amount in good faith, the Surety shall not be required to pay the Required Amount, but shall not otherwise be relieved of any obligation, including any payment or performance obligation, that would otherwise exist or arise as a result of the failure of performance, and the Surety shall promptly perform in accordance with such obligations. The Surety, Principal and Obligee, without hereby waiving any rights to notice and reasonable opportunity to respond, shall cooperate in good faith to enable expedited judicial review of the parties' dispute under this paragraph 3.

4. In the absence of the express, written agreement of the Oblige to the contrary, payment or performance as provided in paragraphs 2 and 3 above shall be the sole means by which the Surety may discharge its obligations under this Bond. In no event shall the liability of the Surety exceed a total of twenty-one million dollars (\$21,000,000).

5. To the extent that any of the provisions of paragraphs 2, 3 or 4, including but not limited to those requiring payment of the Required Amount at the election of the Oblige, are determined to be unenforceable, the Surety shall nonetheless be fully bound in the Bond Sum for the faithful performance of the Obligations.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

Bond Number \_\_\_\_\_

## Payment Bond

KNOW ALL BY THESE PRESENTS:

That we, **TCI Cablevision of Washington, Inc.**, and **Tele-Vue Systems, Inc. d/b/a TCI of Washington**, corporations with principal offices at 2233 112<sup>th</sup> Avenue N.E., Bellevue, WA 98004, jointly and severally as Principal, and **Travelers Casualty and Surety Company of America**, a corporation with principal offices at 205 Columbus, Hartford, CT 06183-9062, legally doing business in the State of Washington, as Surety are held and firmly bound unto **King County**, as Obligee, in the sum of one hundred thousand dollars (\$100,000).

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns and subsequent Purchaser of Principal to the Obligee to pay for labor, materials and equipment furnished for use in the performance of the Principal's Upgrade and I-NET Obligations as defined herein.
2. With respect to the Obligee, this obligation shall be null and void if the Principal:
  - 2.1 Promptly makes payment, directly or indirectly for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless the Obligee from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Upgrade and I-NET Obligations, provided the Obligee has promptly notified the Principal and the Surety at 205 Columbus, Hartford, CT 06183-9062 of any claims, demands liens or suits and tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no Obligee Default.
3. With respect to Claimants, this obligation shall be null and void if the Principal promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Principal have given notice to the Surety at 205 Columbus, Hartford, CT 06183-9062 and sent a copy, or notice thereof, to the Obligee stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

- 4.2 Claimants who do not have a direct contract with the Principal shall follow state law with respect to lien claims.
5. If a notice required by Paragraph 4 is given by the Obligee to the Principal or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take action consistent with state law with respect to lien claims and pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Obligee to the Principal under Franchise No. 12132 and Franchise No. 11680 shall be used to satisfy claims of Claimants submitted to Obligee pursuant to Paragraph 4. By the Principal furnishing and the Obligee accepting this Bond, they agree that all funds earned by the Principal in the performance of the Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended, are dedicated to satisfy obligations of the Principal and the Surety under this Bond, subject to the Obligee's priority to use funds for the completion of the work.
9. The Surety shall not be liable to the Obligee, Claimants or others for obligations of the Principal that are unrelated to the Upgrade and I-NET Obligations. The Obligee shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended, or to related subcontracts, purchase orders and other obligations.
11. Notice to the Surety, the Obligee or the Principal shall be mailed or delivered as identified in Franchise No. 12132, Franchise No. 11680. Actual receipt of notice by Surety, the Obligee or the Principal, however accomplished, shall be sufficient compliance as of the date received.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions
  - 13.1 **Claimant:** An individual or entity having a direct contact with the Principal or with a subcontractor of the Principal to furnish labor, materials or equipment for use in the performance of the Upgrade and I-NET Obligations. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in performance of the Upgrade and I-NET Obligations, architectural and engineering services required for performance of the work of the Principal and the Principal's sub-

Appendix 2  
Rev. 7/22/98

Principals, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**13.2 Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended:** the agreements between the Obligee and the Principal, including all Franchise Documents and modifications.

**13.3 Upgrade and I-NET Obligations:** Completion of the upgrade and rebuild of the Principal's cable television systems with an Institutional Network (I-NET") system and all related obligations as set forth in Franchise No. 12132 and Franchise No. 11680, specifically including but not limited to the obligations set forth in the Amendments to Franchises No. 11680 and No. 12132 and the amended Lease Agreement (Appendix C to Franchise No. 12132, all as amended.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Attorney-in-Fact

13246

Division	SubDivision	Site	Street	City	Zip	Units	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		Algona 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	9854 N.E. 182nd	Bothell	98011	0	VIACOM N
County Libraries		Boulevard Park Library	12015 Roseberg Ave. S	Seattle	98168	-1	TCI
County Libraries		Burien Library	14700 8th SW	Burien	98168	0	TCI
County Libraries		Carnation Library	4804 Tolt Ave.	Carnation	98014	0	TCI (AP)
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	Tukwila	98168	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

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FRANCHISE NO. 12132

AMENDMENT NO. 1

EFFECTIVE DATE August 13, 1998

Effective this 13<sup>th</sup> day of August, 1998, Franchise No. 12132 between King County (hereinafter "County") and TCI of Seattle, Inc.; TCI of Auburn, Inc.; and TCI of Southwest Washington, Inc. (hereinafter "TCI") is hereby amended as described herein.

Except as expressly provided herein, all terms and conditions of Franchise No. 12132, as heretofore amended, remain unchanged and in full force and effect and are assumed by TCI Cablevision of Washington, Inc. Changes to the sections and subsections specified below do not affect other sections or subsections.

This amendment shall become effective upon execution by both parties and the Franchisee's submittal of fully executed performance and payment bonds, in accordance with the franchise requirements.

TCI Cablevision of Washington, Inc.

By: Sharon K. Becker

Name: Sharon K. Becker

KING COUNTY, WASHINGTON

By: Ronald C. Sims

Name: RONALD C. SIMS

Title: King County Executive

Approved as to form only Marcine Anderson

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1. Paragraph 1 is amended as follows:

**1. Definitions**

(d) Franchisee. Refers to TCI of Seattle, Inc.; TCI of Auburn, Inc.; and TCI of Southwest Washington, Inc., jointly and severally, TCI Cablevision of Washington, Inc. and its lawful and permitted successors and assigns.

(i) Lease Agreement. The term "Lease Agreement" means that particular Lease Agreement between King County, Washington, TCI of Seattle, Inc., TCI of Auburn, Inc., TCI Cablevision of Washington, Inc., and Tele-Vue Systems, Inc., d/b/a Viacom Cable, dated August 1, 1996, and all approved amendments or modifications thereto. The Lease Agreement is attached to Franchise 12132, as amended, as Appendix C and is fully incorporated herein by this reference.

(j) Viacom Franchise. The term "Viacom Franchise" means Franchise No. 11680, granted to Viacom on February 28, 1995 and transferred to Tele-Vue Systems, Inc., d/b/a Viacom Cable authorized by Ordinance No. 12134 and commencing on August 1, 1996, and all approved amendments or modifications thereto.

2. Paragraph 2 is amended as follows:

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

(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). In addition, Franchisee agrees that the County is extending the construction at the Franchisee's request; therefore, the Franchisee agrees that it will not claim that any cost arising from the extension, or from the simultaneous modification, of any provision of this franchise agreement, the Lease Agreement, or any other document, 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. Paragraph 3 is not amended.

4. Paragraph 4 is not amended.

Paragraph 5 is not amended.

6. Paragraph 6 is amended as follows:



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All notices to Franchisee shall be mailed to:

TCI Cablevision of Washington, Inc.  
2233 112 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: (425) 462-2853. The Franchisee may change this number by providing written notice of a substitute number to the Cable Office.

- 7. Paragraph 7 is not amended.
- 8. Paragraph 8 is not amended.
- 9. Paragraph 9 is not amended
- 10. Paragraph 10(f) is amended as follows:

**10. Security Fund, Bonds and Letter of Credit.**

(f) Franchise Performance Bonds and Payment Bond. Franchisee shall post a performance bond in the form attached as Appendix 1 in the amount of twenty-one million dollars (\$21,000,000) to ensure performance under Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended, and a one hundred thousand dollar (\$100,000) payment bond (in the form attached as Appendix 2) for all construction and repairs under Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended. All bonds must be executed by a duly licensed surety registered with the Washington State Insurance Commissioner, and the surety shall appear in the current Authorized Insurance Company List in the state of Washington published by the Office of the Insurance Commissioner. The surety shall designate an attorney-in-fact in the State of Washington. King County may require the surety to appear and qualify upon any bond.

All duties and obligations of the Principal as set forth in the performance bond (Appendix 1) are hereby incorporated as duties of the Franchisee under this Agreement as though fully set forth herein.

Upon final acceptance by the County of satisfactory completion of the upgrade and rebuild of the former Viacom and TCI franchise areas, including channel capacity and

construction of the I-Net, the franchise performance bond amount shall be reduced from twenty-one million dollars (\$21,000,000) to one hundred thousand dollars (\$100,000) throughout the remaining term of this Agreement. The one hundred thousand dollar (\$100,000) payment bond shall be released upon final acceptance by the County of satisfactory completion of the upgrade and rebuild of the former Viacom and TCI franchise areas. On an annual basis, Franchisee shall provide documentation sufficient to prove that it has complied with all bond requirements in this Agreement.

11. Paragraph 11 is not amended.
12. Paragraph 12 is not amended.
13. Paragraph 13 is not amended.
14. Paragraph 14 is not amended.
15. Paragraph 15 is not amended.
16. Paragraph 16 is amended as follows;

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

(a) System Upgrade. The Franchisee's Cable System shall be upgraded, rebuilt, activated, and programmed by March 1, 2000, so that, at all times thereafter, the System meets or exceeds the following requirements:

(2) The rebuilt system shall 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. The system must be 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. The rebuilt system shall also have diverse fiber routes between secondary hubs as described in the Lease Agreement.

(d) Institutional Network.

(1) The County will lease from the Franchisee dedicated fiber capacity for an Institutional Network 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. Franchisee will construct the dedicated fiber capacity of the Institutional Network as specified in the Lease Agreement between the parties ("Lease Agreement"). 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 and hubs for switching, control and other equipment provided by the County and required for the utilization of the system capacity reserved for the Institutional Network, as described in the Lease Agreement.

(4) The Franchisee, as directed by work order pursuant to the Lease Agreement, shall connect to the Institutional Network the locations which include schools, libraries, courts, County offices and agencies, and such other public, educational and governmental facilities as shall be designated by the County pursuant to the Lease Agreement procedure. The County has the right to reasonably substitute new sites prior to Franchisee's construction in accordance with the Lease Agreement. Provided however, the total number of sites subject to the special lease agreement pricing may not exceed 300.

(e) System Upgrade and Institutional Network Schedule.

(1) The Franchisee shall complete all construction, including the construction, activation and programming of the subscriber portion of the system and the deployment and testing of all I-Net fiber, no later than March 1, 2000. The Franchisee shall meet or exceed specific construction milestones, in accordance with Attachment II, which is attached and incorporated by this reference. Failure to complete construction in accordance with Attachment II milestones will result in liquidated damages consistent with Paragraph 11.

(f) 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 as modified by Lease Agreement; 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 provided by Franchisee or others for production of public access programming within King County; 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 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.

17. Paragraph 17 is amended as follows:

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

(a) Access Channel.

(1) Subject to Federal rate regulations applicable to the adding of PEG channels, the Franchisee shall activate and make available free of charge to the County public, educational and governmental channels as specified in this paragraph.

(i) Initially the Franchisee shall maintain its current number of public, educational and governmental channels as activated on date of this Franchise.

(ii) 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 throughout the remaining term of this Franchise. 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. In

accordance with franchise requirements regarding TCI's obligation to provide countywide PEG channel distribution in both incorporated and unincorporated areas, TCI shall provide a report to the county for approval detailing plans for regional distribution of PEG channels by July 31, 1998. Failure to deliver the report by July 31, 1998 will constitute a material breach of the franchise. The report shall contain the following:

- (a) Description of PEG channel obligations in both incorporated and unincorporated areas.
- (b) Proposed options for countywide PEG channel distribution, including incorporated and unincorporated areas.
- (c) Planned activities and timeline for achieving regional coordination on proposed options.
- (d) Plan for countywide implementation of King County PEG channels in accordance with franchise requirements if the regional coordination on proposed options is not possible within the agreed to dates.

(6) 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 must be made available to subscribers and may be made available 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.

(9) 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.

(2) Beginning on February 28, 1995, the Franchisee shall provide the County a series of cash or cash equivalent grants in equal \$50,000 amounts over a five year period, totaling \$250,000. In addition, beginning on the date of renewal, the Franchisee shall provide the County a grant of \$250,000 in the form of work order credits to the County. These work order credits will be applied by the County toward engineering, design and consulting services provided by the Franchisee to the County for cable-related facilities, primarily the Institutional Network and the County's related Wide Area Network

(c) Settlement Amounts.

- (1) TCI shall provide a five dollar (\$5) credit per month to each subscriber not receiving upgraded service on March 1, 1999, and shall continue to provide the subscriber credit until the service is upgraded and programmed. The monthly credit may be comprised of both a direct credit and an otherwise applicable rate increase which is foregone as to such subscribers.
- (2) TCI shall install diverse routing for the I-Net, at its sole cost, as described in the Lease Agreement.
- (3) At its sole cost, TCI shall provide access to conduit in the downtown Seattle area. The value of the conduit shall not exceed \$215,950, calculated on the basis of \$40 per foot, with locations to be designated by King County during the term of the construction. There shall be no additional charge for ongoing use of the conduit. The access to the conduit provided for herein shall be provided in perpetuity.
- (4) Any failure to fully provide compensation to subscribers, diverse routing and conduit as described in this section shall be a material breach of this Franchise. The costs and payments described in this section are not franchise fees or other costs subject to

treatment as an external cost which may be passed through by Franchisee to subscribers, and Franchisee waives any claim otherwise.

(d) I-Net Construction and Related Services.

The Franchisee agrees that it may be engaged by the County as its construction contractor to build, maintain and/or repair portions of the County's Institutional Network and Wide Area Network Access facilities designated by the County. For the construction of the I-Net Project, TCI shall pay the prevailing rate of wages as defined in chapter 39.12 of the Revised Code of Washington.

(1) Construction of the Institutional Network shall be on the terms and conditions set out in the Lease Agreement.

(2) The parties anticipate that the County may require additional optical fiber construction, equipment procurement for fiber distribution and maintenance services for the Institutional Network's and Wide Area Network's facilities, optical fibers, racks, and fiber distribution units that are installed by the Franchisee and that are not provided for by this Agreement. The County recognizes that the Franchisee will be in a unique position and possess unique experience and capabilities to perform such work and may therefore contract with the Franchisee for the performance of such work on the basis of direct negotiations in accordance with the following procedures, to the extent consistent with applicable law. When the County determines there is a need to construct, procure equipment for, or maintain facilities, optical fibers, racks, and fiber distribution units that are installed by the Franchisee for the Institutional Network and Wide Area Network, including portions of the Institutional Network and Wide Area Network within the Franchise Area defined under Franchise No. 11680, other than construction, equipment procurement and maintenance services for the Institutional Network and Wide Area Network facilities provided for under the Franchise Agreement entered into pursuant to Franchise No. 11680, the County will recognize the Franchisee's unique experience and capabilities to perform such work and will, to the extent permitted by law, enter into direct good faith negotiations with the Franchisee for such work. Franchisee will propose to conduct such work and enter into a contract for such work with the County on the basis of agreed on terms and conditions. If the County and the Franchisee are unable to reach agreement, or if negotiations do not result in an agreement within a time frame consistent with the County's construction plans, or if the Franchisee declines to enter into good faith negotiations, or if applicable law precludes awarding such work through a direct contract, the County may then seek to accomplish such work through other means.

(d) Return Feed from Facilities.

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

18. Paragraph 18 is amended as follows:

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

~~(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. Paragraph 19 is not amended.

20. Paragraph 20 is amended as follows:

**20. Operation and Reporting Provisions.**

**(a) Books and Records**

(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 the Franchisee, to inspect and have copied all such records and information. 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 traveling to inspect, audit or copy the books or records.

(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 traveling to inspect, audit or copy the books or records. Nothing in this Section 20. waives FCC open records provisions.



21. Paragraph 21 is not amended.
22. Paragraph 22 is not amended.
23. Paragraph 23 is not amended.
24. Paragraph 24 is not amended.

Attachment I. Attachment I is amended as follows:

### **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 sites in accordance with the Lease Agreement.

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**Attachment II  
Construction Milestones for TCI Rebuild**

<b>Area/Notes</b>	<b>Description of Task</b>	<b>Completion Date</b>
Burien		
	1 Complete Burien Temporary Headend Facility	12/15/98
	1 Complete Burien Master Headend Facility (112th St)	3/1/00
	2 Complete Burien Build Areas	5/4/99
Federal Way		
	1 Complete Federal Way Secondary Hub	1/22/99
	2 Complete Federal Way Build Areas	5/28/99
Sea-Tac		
	1 Complete Sea-Tac Secondary Hub	8/24/98
	2 Complete Sea-Tac Build Areas	12/22/98
Kent/Vista		
	1 Complete Kent/Vista Secondary Hub	9/7/98
	2 Complete Kent/Vista Build Areas	12/29/98
Enumclaw		
	1 Complete Enumclaw Secondary Hub	9/23/98
	2 Complete Enumclaw Build Areas	1/5/99
Cedar Downs		
	1 Complete Cedar Downs Secondary Hub	12/21/98
	2 Complete Cedar Downs Build Areas	3/17/99
89th and Roosevelt		
	1 Complete 89th & Roosevelt Secondary Hub	12/18/98
	2 Complete 89th & Roosevelt Build Areas	3/15/99
Green Lake		
	1 Complete Green Lake Secondary Hub	1/4/99
	2 Complete Green Lake Build Areas	4/14/99
Queen Anne		
	1 Complete Queen Anne Secondary Hub	1/4/99
	2 Complete Queen Anne Build Areas	4/12/99
Madison Park		
	1 Complete Madison Park Secondary Hub	2/1/99
	2 Complete Madison Park Build Areas	2/26/99
South Seattle		
	1 Complete South Seattle Secondary Hub	3/1/99
	2 Complete South Seattle Build Areas	4/6/99
Vashon		
	1 Complete Vashon Secondary Hub	12/27/99
	2 Complete Vashon Build Areas	1/12/00
Bellevue		
	1 Complete Bellevue Primary Hub	6/22/99
	2 Complete Bellevue Build Areas	8/17/99
North Bend		
	1 Complete North Bend Secondary Hub	2/4/99
	2 Complete North Bend Build Areas	3/16/99

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Construction Milestones for TCI Rebuild Continued

Area/Notes	Description of Task	Completion Date <sup>4</sup>
King County East/Issaquah		
	<sup>1</sup> Complete KC East/Issaquah Secondary Hub	4/12/99
	<sup>2</sup> Complete KC East/Issaquah Build Areas	7/9/99
Mercer Island		
	<sup>1</sup> Install Mercer Island Secondary Hub	9/1/99
	<sup>2</sup> Complete Mercer Island Build Areas	9/21/99
Kirkland		
	<sup>1</sup> Complete Kirkland Secondary Hub	6/28/99
	<sup>2</sup> Complete Kirkland Build Areas	8/13/99
Woodinville		
	<sup>1</sup> Complete Woodinville Secondary Hub	7/19/99
	<sup>2</sup> Complete Woodinville Build Areas	8/24/99
Avondale		
	<sup>1</sup> Complete Avondale Secondary Hub	8/5/99
	<sup>2</sup> Complete Avondale Build Areas	8/18/99
Redmond		
	<sup>1</sup> Complete Redmond Secondary Hub	8/25/99
	<sup>2</sup> Complete Redmond Build Areas	10/19/99
Pine Lake		
	<sup>1</sup> Complete Pine Lake Secondary Hub	9/13/99
	<sup>2</sup> Complete Pine Lake Build Areas	10/14/99
Eastgate		
	<sup>1</sup> Complete Eastgate Secondary Hub	10/4/99
	<sup>2</sup> Complete Eastgate Build Areas	12/21/99
Primary & Secondary Fiber Construction		
	<sup>3</sup> Complete Construction of All Primary Fiber	9/6/99
	<sup>3</sup> Complete Construction of All Secondary Fiber	1/10/00
	Complete System Rebuild & I-Net (including all hubs & all build areas)	3/1/00

<sup>1</sup> Includes but is not limited to upgrade, installation or construction of facility & installation of all racks, FDU's, power, HVAC and ventilation equipment for rebuild and I-Net.

<sup>2</sup> Includes but is not limited to fiber to all nodes in unincorporated areas, fiber to all I-Net sites, activation of all nodes in unincorporated areas, testing & acceptance of fiber & electronics, submittal of test documentation to King County, and activation & programming of channels as provided in franchise agreements, including PEG channels.

<sup>3</sup> Includes but is not limited to installation, splicing, testing & acceptance of fiber & submittal of test documentation to King County.

<sup>4</sup> Subject to the prior written approval of DIAS Director, TCI may change the order of completion for build areas, provided the change causes no delay in degree of completion of project, or hardship to King County. The County and TCI will work together under the Area Design Approval Process (ADAP), to meet construction schedule milestones, recognizing that unforeseen events may require substitutions to be approved by DIAS Director, while still meeting the new construction deadline of March 1, 2000.

Bond Number: \_\_\_\_\_

**KNOW ALL BY THESE PRESENTS:**

That we, **TCI Cablevision of Washington, Inc.**, and **Tele-Vue Systems, Inc. d/b/a TCI of Washington**, corporations with principal offices at 2233 112<sup>th</sup> Avenue N.E., Bellevue, WA 98004, jointly and severally as Principal, **and Travelers Casualty and Surety Company of America**, a corporation with principal offices at 205 Columbus, Hartford, CT 06183-9062, legally doing business in the State of Washington, as Surety are held and firmly bound unto **King County**, as Obligee, in the sum of Twenty-One Million and 00/100 dollars (\$ 21,000,000) (the "Bond Sum") for the payment of which sum, we bind ourselves, our personal representatives, successors, assigns, and subsequent purchaser of TCI Cablevision of Washington, Inc. and Tele-Vue Systems, Inc., d/b/a TCI of Washington, jointly and firmly by these presents.

WHEREAS, the Principal has entered into two Franchise Agreements and a Lease Agreement with King County, Washington, dated August 1, 1996, for Franchises to construct, upgrade, operate and repair a cable system with an Institutional Network ("I-NET") system in King County, pursuant to Ordinance No. 12132 and Ordinance No. 11680, including all franchise documents, specifications, and appendixes, all as amended and modified, which are incorporated herein by this reference; and

WHEREAS, the Principal has agreed to secure by this Bond completion of the upgrade and rebuild of its cable television systems with an Institutional Network ("I-NET") system and performance of all its obligations as set forth in Ordinance No. 12132 and Ordinance No. 11680, specifically including but not limited to the obligations set forth in the Amendments to Franchises No. 11680 and No. 12132 and the amended Lease Agreement (Appendix C to Franchise No. 12132), all as amended (the "Obligations") until final acceptance by King County of satisfactory completion of said upgrade and rebuild as set forth in said Agreements:

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT: if the Principal shall faithfully perform all the Obligations, in the manner and time provided, then this obligation shall be void, otherwise to be and to remain in full force and effect.

IT IS FURTHER AGREED THAT in the event the Principal fails to perform any of the Obligations after thirty (30) days notice and opportunity to cure pursuant to the above-referenced franchise documents, then the Principal and Surety shall be liable, and shall perform or pay, as provided in paragraphs 1-5 below.

1. The Obligee shall notify the Surety in writing of the particular facts of the failure of performance and of the amount of the Bond Sum that the Obligee has

determined in good faith is required to remedy the failure (the "Required Amount"). The notice shall be sent to the Surety at its home office at 205 Columbus, Hartford, CT 06183-9062 by registered mail with a copy to the Principal. If there has been a failure of performance by the Principal and a good faith determination by the Obligee of the Required Amount, the Principal and Surety shall be liable for the Required Amount, subject only to the Obligee's election to accept performance in lieu of payment of the Required Amount as provided in paragraph 2 below.

2. Within ten (10) working days of its receipt of the notice, the Surety shall notify the Obligee in writing whether it provisionally elects to pay the Required Amount or to remedy the failure of performance. If the Surety provisionally elects to pay the Required Amount, it shall tender the Required Amount with the notice of election. If the Surety provisionally elects to remedy the failure of performance, it shall make such election by submitting a specific plan for doing so to the Obligee. In such case, the Obligee shall nonetheless be entitled, in its sole discretion, to require payment of the Required Amount in lieu of the Surety's remedying the failure of performance, and the Surety shall pay such Required Amount within five (5) days of receipt of written notice from the Obligee of its election to require such payment. Upon the Surety's payment of the Required Amount, the Bond Sum shall be reduced by such amount, but, except for such reduction, and regardless of whether the Obligee has rejected a provisional election to remedy a failure of performance, all obligations of the Principal and Surety of every kind shall remain in full force and effect.

3. If the Surety disputes the occurrence of a failure of performance or the good faith of the Obligee's determination of the Required Amount, the Surety shall provide the Obligee with a written statement of the basis for its dispute, but the Surety shall nevertheless be required to pay the Required Amount or remedy the failure of performance in strict accordance with the provisions and the time requirements of paragraphs 1 and 2 above; provided, however, if, before the deadline for such payment or performance has passed, a court of competent jurisdiction has determined, on the basis provided by the Surety in its written statement, a) that there has been no failure of performance, the Surety shall have no obligation to pay or to remedy the alleged failure of performance or b) that the Obligee has not determined the Required Amount in good faith, the Surety shall not be required to pay the Required Amount, but shall not otherwise be relieved of any obligation, including any payment or performance obligation, that would otherwise exist or arise as a result of the failure of performance, and the Surety shall promptly perform in accordance with such obligations. The Surety, Principal and Obligee, without hereby waiving any rights to notice and reasonable opportunity to respond, shall cooperate in good faith to enable expedited judicial review of the parties' dispute under this paragraph 3.

Appendix 1  
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Performance Bond

4. In the absence of the express, written agreement of the Oblige to the contrary, payment or performance as provided in paragraphs 2 and 3 above shall be the sole means by which the Surety may discharge its obligations under this Bond. In no event shall the liability of the Surety exceed a total of twenty-one million dollars (\$21,000,000).

5. To the extent that any of the provisions of paragraphs 2, 3 or 4, including but not limited to those requiring payment of the Required Amount at the election of the Oblige, are determined to be unenforceable, the Surety shall nonetheless be fully bound in the Bond Sum for the faithful performance of the Obligations.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

13246

Bond Number \_\_\_\_\_

## Payment Bond

KNOW ALL BY THESE PRESENTS:

That we, **TCI Cablevision of Washington, Inc.**, and **Tele-Vue Systems, Inc. d/b/a TCI of Washington**, corporations with principal offices at 2233 112<sup>th</sup> Avenue N.E., Bellevue, WA 98004, jointly and severally as Principal, and **Travelers Casualty and Surety Company of America**, a corporation with principal offices at 205 Columbus, Hartford, CT 06183-9062, legally doing business in the State of Washington, as Surety are held and firmly bound unto **King County**, as Obligee, in the sum of one hundred thousand dollars (\$100,000).

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns and subsequent Purchaser of Principal to the Obligee to pay for labor, materials and equipment furnished for use in the performance of the Principal's Upgrade and I-NET Obligations as defined herein.
2. With respect to the Obligee, this obligation shall be null and void if the Principal:
  - 2.1 Promptly makes payment, directly or indirectly for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless the Obligee from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Upgrade and I-NET Obligations, provided the Obligee has promptly notified the Principal and the Surety at 205 Columbus, Hartford, CT 06183-9062 of any claims, demands liens or suits and tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no Obligee Default.
3. With respect to Claimants, this obligation shall be null and void if the Principal promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Principal have given notice to the Surety at 205 Columbus, Hartford, CT 06183-9062 and sent a copy, or notice thereof, to the Obligee stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

## Appendix 2

Rev. 7/22/98

- 4.2 Claimants who do not have a direct contract with the Principal shall follow state law with respect to lien claims.
5. If a notice required by Paragraph 4 is given by the Obligee to the Principal or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take action consistent with state law with respect to lien claims and pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Obligee to the Principal under Franchise No. 12132 and Franchise No. 11680 shall be used to satisfy claims of Claimants submitted to Obligee pursuant to Paragraph 4. By the Principal furnishing and the Obligee accepting this Bond, they agree that all funds earned by the Principal in the performance of the Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended, are dedicated to satisfy obligations of the Principal and the Surety under this Bond, subject to the Obligee's priority to use funds for the completion of the work.
9. The Surety shall not be liable to the Obligee, Claimants or others for obligations of the Principal that are unrelated to the Upgrade and I-NET Obligations. The Obligee shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended, or to related subcontracts, purchase orders and other obligations.
11. Notice to the Surety, the Obligee or the Principal shall be mailed or delivered as identified in Franchise No. 12132, Franchise No. 11680. Actual receipt of notice by Surety, the Obligee or the Principal, however accomplished, shall be sufficient compliance as of the date received.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions
  - 13.1 **Claimant:** An individual or entity having a direct contact with the Principal or with a subcontractor of the Principal to furnish labor, materials or equipment for use in the performance of the Upgrade and I-NET Obligations. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in performance of the Upgrade and I-NET Obligations, architectural and engineering services required for performance of the work of the Principal and the Principal's sub-



Principals, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**13.2 Franchise No. 12132, Franchise No. 11680 and the Lease Agreement, as amended:** the agreements between the Obligee and the Principal, including all Franchise Documents and modifications.

**13.3 Upgrade and I-NET Obligations:** Completion of the upgrade and rebuild of the Principal's cable television systems with an Institutional Network (I-NET") system and all related obligations as set forth in Franchise No. 12132 and Franchise No. 11680, specifically including but not limited to the obligations set forth in the Amendments to Franchises No. 11680 and No. 12132 and the amended Lease Agreement (Appendix C to Franchise No. 12132, all as amended.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Attorney-in-Fact

13246

Division	SubDivision	Site	Street	City	Zip	Unin	Franchise
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	TCI? (none)
County Libraries		Skyway Library	7814 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	98148	-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 Svcs	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	98108	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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Division	SubDivision	Site	Street	City	Zip	Unln	Franchise
County Owned/Leased		New Jail Site - Bellevue		Bellevue		O	VIACOM N
County Owned/Leased		Parks Division - Luther Burbank Pk.	2040 84th Ave., SE	Mercer Island	98040	O	VIACOM N
County Owned/Leased		Police Precinct #2	18118 73rd Ave. NE	Bothell	98011	O	VIACOM N
County Owned/Leased		Police Precinct #3	22300 S.E. 231st St.	Maple Valley	98038	O	TCI
County Owned/Leased		Police Precinct #4	14905 6th Ave. SW	Burien	98166	O	TCI
County Owned/Leased		Police Precinct #5	34004 9th Ave., S	Federal Way	98003	O	VIACOM S
County Owned/Leased		Profontaine Building	110 Profontaine Pl. S	Seattle	98104	O	TCI DTWN
County Owned/Leased		Public Works / Renton	155 Monroe Ave., NE	Renton	98056	O	TCI
County Owned/Leased		Regional Justice Center	James St. & 4th Ave., N	Kent	98032	O	TCI
County Owned/Leased		Smith Tower	508 2nd Ave.	Seattle	98104	O	TCI DTWN
County Owned/Leased		Yesler Building	400 Yesler Way	Seattle	98104	O	TCI DTWN
County Owned/Leased	Prosecutor Offices	Columbia Center	700 4th Ave	Seattle	98104	O	TCI DTWN
County Owned/Leased	Remote Location	Department of Youth Services Auburn	#2, First SE	Auburn	98002	O	TCI
County Owned/Leased	Remote Location	Department of Youth Services Bellevue	11101 NE 8th St	Bellevue	98004	O	VIACOM N
County Owned/Leased	Remote Location	Department of Youth Services Burien	15111 8th Ave SW	Burien	98166	O	TCI S
County Owned/Leased	Remote Location	Department of Youth Services Renton	451 SW 10th St	Renton	98055	O	TCI
County Owned/Leased	Remote Location	Department of Youth Svcs North Seattle	1833 N 105th St	Seattle	98133	O	TCI
District Courts		Auker District Court	1210 South Central	Kent	98032	O	TCI
District Courts		Bellevue District Court	585 112th Ave., SE	Bellevue	98004	O	VIACOM N
District Courts		Federal Way District Court	33506 10th Pl., S	Federal Way	98003	O	VIACOM S
District Courts		Issaquah District Court	640 N.W. Gilman Blvd.	Issaquah	98027	O	VIACOM N
District Courts		Mercer Island District Court	9611 S.E. 36th St.	Mercer Island	98040	O	VIACOM S
District Courts		Renton District Court	3407 N.E. 2nd St.	Renton	98056	O	TCI
District Courts		Shoreline District Court	18110 Midvale Ave., N	Shoreline	98133	O	TCI
District Courts		Southwest District Court	601 S.W. 149th St.	Burien	98166	O	TCI
District Courts		Vashon District Court	19021 SW 99th	Vashon	98070	O	VIACOM S
District Courts	Probation Branch	Kent District Court	1210 S Central	Kent	98033	O	TCI S
District Courts	Probation Branch	Redmond District Court	15920 NE 85th St	Redmond	98052	O	VIACOM N
Harborview Medical Clinics		AIDS Clinic, A.C.T.U. Clinic	1001 Broadway	Seattle	98122	O	VIACOM N*
Harborview Medical Clinics		Airift NW	8987 Parimeter Rd. S	Seattle	98108	O	TCI

Division	SubDivision	Site	Street	City	Zip	Unkn	Franchisee
Harborview Medical Clinics		Cascade	1016 Jefferson	Seattle	98104	0	TCI
Harborview Medical Clinics		Injury Prevention, Finance, Mark. & Plan	633 Yealer	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. LIPID	1203 James	Seattle	98104	0	TCI
Harborview Medical Clinics		Pioneer Square Clinic	208 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	Lee 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 118th Ave SE	Auburn	98092	-1	VIACOM S

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1/4/96

Division	SubDivision	Site	Street	City	Zip	Units	Franchisee
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	98148	-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	Mount View Elementary	10811 12th Ave. SW	Seattle	98148	-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	98148	-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	98148	-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	Brierwood Elementary	17020 S.E. 134th St.	Renton	98059	-1	TCI
K-12 Schools In King County	Issaquah School District	Challenger Elementary	25200 Klahanie 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

Division	SubDivision	Site	Street	City	Zip	Unkn	Franchisee
K-12 Schools in King County	Issaquah School District	Pine Lake Middle School	3200 228th Ave. SE	Issaquah	98027	-1	VIACOM N
K-12 Schools in King County	Issaquah School District	Sunny Hills Elementary	23232 Issaquah-Pine Lake Rd.	Issaquah	98027	-1	VIACOM N
K-12 Schools in King County	Issaquah School District	Sunset Elementary	4229 180th Ave. SE	Issaquah	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	19840 SE 272nd St	Kent	98042	-1	TCI AUBU*
K-12 Schools in King County	Kent School District	Cedar Valley Elementary	28500 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	12800 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	Perk Orchard Elementary	11010 S.E. 232nd St	Kent	98031	-1	TCI
K-12 Schools in King County	Kent School District	Ridgewood Elementary	18030 182nd 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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Division	SubDivision	Site	Street	City	Zip	Unln	Franchisee
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	Kemiakin 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, Chrlets Elementary	23823 N.E. 22nd St	Redmond	98053	-1	VIA-N/SUM*
K-12 Schools In King County	Lake Washington District	Meed, 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	Inglemoor 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 1/2/98 could a	Woodinville	98072	-1	VIA-N/SUM*
K-12 Schools In King County	Northshore Sch. District	Kenmore Elementary	19121 71st Ave. NE	Bothell	98011	-1	TCI N
K-12 Schools In King County	Northshore Sch. District	Kenmore Jr. High	20323 66th Ave. NE	Bothell	98011	-1	TCI N
K-12 Schools In King County	Northshore Sch. District	Moorlands 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	18865 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	6418 S. 124th St.	Seattle	98178	-1	TCI
K-12 Schools In King County	Renton School District	Cascade Elementary	16022 118th Ave. SE	Renton	98055	-1	TCI
K-12 Schools In King County	Renton School District	Dimmitt Middle School	12320 80th Ave. S	Seattle	98178	-1	TCI
K-12 Schools In King County	Renton School District	Hazelwood Elementary	6928 116th Ave. SE	Renton	98056	-1	TCI

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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	98058	-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	98058	-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*
anned Fire Dist.Stations/King	Dist. 10, Issaquah	Station #222	1851 228th Ave. NE	Redmond	98053	-1	VIA N/SUM
anned Fire Dist.Stations/King	Dist. 10, Issaquah	Station #223	3425 Issaquah - Pine Lake Rd.	Issaquah	98027	-1	VIACOM N
anned Fire Dist.Stations/King	Dist. 10, Issaquah	Station #231	16135 S.E. 113th St.	Renton	98059	-1	TCI
anned Fire Dist.Stations/King	Dist. 11, N. Highline	Station #13	1243 S.W. 112th	Seattle	98146	-1	TCI
anned Fire Dist.Stations/King	Dist. 11, N. Highline	Station #14	1608 S. 128th	Seattle	98168	-1	TCI
anned 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	Franchisee
Manned Fire Dist.Stations/King	Dist. 14, Bellevue		4216 128th Ave. SE	Bellevue	98006	-1	VIACOM N
Manned Fire Dist.Stations/King	D'ist. 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	99024	-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 Wey 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/Bellevue Base	1975 124th Ave., NE	Bellevue	98005	-1	TCI

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Division	SubDivision	Site	Street	City	Zip	Unh	Franchise
METRO Sites	METRO Transit Bases	North Base	North 185th 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 8th 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 Monaster 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/VA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VA
Miscellaneous	Public Service Site	To Be Determined	To Be Determined			-1	TCI/VA
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.	Burien	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 Yealer 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*