

**CITY OF SNOHOMISH
Snohomish, Washington**

ORDINANCE NO. 1857

AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON AMENDING ORDINANCE NO. 1729 AS CODIFIED IN CHAPTER 5.08 SMC; AMENDING THE TERM OF THE FRANCHISE AGREEMENT AS SET FORTH IN SMC 5.08.070; AND ADDING NEW SECTIONS RELATING TO PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS (PEG) CHANNEL, PEG EQUIPMENT AND SUPPORT, AND EMERGENCY OVERRIDE SYSTEM.

WHEREAS, in 1996, Congress passed the Telecommunications Act to deregulate some aspects of the cable and telecommunications industry; and

WHEREAS, various cities within Snohomish County, including the City of Snohomish, have agreed to cooperate in cable franchise and PEG access issues in order to improve services and limit the administrative costs to the cities and to TCI, Inc., the City of Snohomish current franchisee; and

WHEREAS, TCI has agreed to amend the franchise agreements of the cooperating cities so they will each lapse in the year 2004; and

WHEREAS, TCI has offered to contribute the startup equipment, software and training to initiate PEG access in late 1998, once the franchise amendments have been completed; and

WHEREAS, the cooperating cities have or will enter into an interlocal agreement which provides for the coordination of their efforts with TCI;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. SMC 5.08.070 is hereby amended to read as follows:

5.08.070 Term. This franchise or renewal and all rights, privileges, obligations and restrictions pertaining thereto shall commence on the effective date of Ordinance No. 1729 (October 21, 1992) and shall expire on August 9, 2004. Notwithstanding 5.08.100 relating to franchise renewal, negotiations for renewal of the franchise agreement shall commence in the year 2001.

Section 2. A new Section SMC 5.08.192 is hereby added, which shall read as follows:

5.08.192 Public, Educational and Governmental Access (PEG) Channel. Within 120 days of the execution of this franchise extension and the intergovernmental agreement between four or more municipal jurisdictions

establishing the East Snohomish Consortium of Cities, hereinafter the "Consortium," of which the City of Snohomish is a member, the Grantee shall provide one channel for public, educational and governmental access pursuant to the provisions of the Cable Act, Section 611 (47 USC 531), to be promoted and administered by the Consortium.

Section 3. A new Section SMC 5.08.194 is hereby added, which shall read as follows:

5.08.194 PEG Equipment and Support. The Franchisee shall contribute to the Consortium certain equipment, software and user training to initiate and support public, educational and governmental access not to exceed \$15,000.00 and as specified in Exhibit A, Capital Contribution. The cost of additional capital equipment, software or training beyond that described above to enhance PEG Access requested by the Consortium shall be allocated to the member communities on a per subscriber basis. Once Franchisee completes its initial PEG contribution for PEG Access with equipment, software and training, the City agrees that such additional allocated equipment costs paid by the Franchisee as the Capital Contribution may be added to the price of Cable Services and recovered from Customers in the City as "external costs," as such term is used in 47 C.F.R. §87.022 on the date of the Agreement. In addition, all amounts paid as the Capital Contribution may be separately stated on Customers' bills as permitted in 47 C.F.R. §76.985.

Section 4. A new Section SMC 5.08.196 is hereby added, which shall read as follows:

5.08.196 Emergency Override System. In support of the enhancement the emergency communication goals of the Consortium and with the permission of the City of Sultan, Franchisee will expand the emergency override capability currently available in the City of Sultan to all Consortium member communities. The Consortium shall file with the Franchisee a list of authorized officials who will be granted permission to access and utilize the system. Access of the emergency override system will be made solely in the case of extreme local emergency as a form of disaster control and/or warning only when all other means of notification are inadequate in view of the urgency of the communication crisis. The Consortium shall save, defend, indemnify and hold harmless Franchisee for any claims or judgments arising out of operation of the emergency override system. Also, the Consortium agrees to test the system yearly and at a time that is least disruptive to the communities.

Section 5. Severability. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected, and to this end the provisions of this ordinance are declared to be severable. In particular, this ordinance shall be construed to be in compliance with the Telecommunications Act of 1996 as now existing or hereafter amended wherever possible, and in cases of conflict, Federal law shall govern.

Section 6. Inconsistent Provisions. Any other City ordinance or resolution including, but not limited to, Resolution No. 850, is hereby amended to read consistent with the provisions of this ordinance, and in cases of conflict, the provisions of this ordinance shall govern.

PASSED by the City Council and APPROVED by the Mayor this 6th day of October 1998.

CITY OF SNOHOMISH

By _____
Jeff Soth, Mayor

ATTEST:

By _____
Molly Linville, City Clerk

APPROVED AS TO FORM:

By _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

Exhibit-A Capital Contribution

In all the options outlined the price quotes are based on the assumption that none of the remote sites have PC's running Windows '95, modems or internet access. The remote sites may have various computer equipment available, and these items may be deleted from the equipment list. The equipment listed is divided into what is needed for the headend and what is needed at each remote site. An internet service provider will be needed at each remote site, and will be the responsibility of the consortium. In addition, ten hours of training from TCI staff will be provided. Modifications in capital contribution may be made so long as the equipment, software and training meet the needs of the Consortium to establish PEG access and does not exceed \$15,000.00 in cost to the Grantee.

A) Videonics Powerscript Studio 4000

Local vendor: Steadi System / John Needham (206) 286-5924
1956 35th Ave, West
Seattle, Wa 98199

ONE HEADEND SITE:

RF Modulator	\$3,000
Videonics PS-4000	\$5,800
Computer	\$2,000
Modem	\$ 100
Misc equipment, filters etc	<u>\$ 500</u>
Headend Cost	\$11,400

EQUIPMENT NEEDED AT EACH REMOTE SITE:

Computer	\$2,000
Modem	<u>\$ 100</u>
Each Remote Site Cost	\$2,100
Total Equipment Cost - Headend & One Remote Site	\$13,500
Taxes & Shipping (Estimated at 10%)	<u>\$ 1,350</u>
TOTAL COST	\$14,850