

CABLE COMMUNICATIONS FRANCHISE

BY AND BETWEEN

CITY OF LIBERTY LAKE, WASHINGTON

AND

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

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ORDINANCE NO. 230

An Ordinance of the City of Liberty Lake, Washington renewing a non-exclusive Franchise Agreement to Comcast Cable Communications Management, LLC, a corporation organized under the laws of the State of Washington, to occupy and use the public rights-of-way for the purpose of providing Cable Service to the public, for a term of ten (10) years, subject to regulation by federal, state and local authority and specifying other limitations, terms and conditions governing the exercise of said Franchise Agreement.

THE CITY OF LIBERTY LAKE, WASHINGTON DOES ORDAIN:

SECTION 1. PURPOSE AND INTENT

This Franchise Agreement is by and between City of Liberty Lake (“City”), and Comcast Cable Communications Management, LLC, with its principal place of business at East 1717 Buckeye Avenue, Spokane, WA 99207.

WHEREAS, the City is authorized to grant one (1) or more non-exclusive revocable Franchise Agreements to construct, Maintain and operate a Cable System within the City; and,

WHEREAS, in accordance with Section 626 of the Cable Communications Policy Act of 1984, Franchisee has requested renewal of its Cable Communications Franchise Agreement, and after negotiations with Franchisee, the City has determined that it is in the best interest of the City and its residents to renew the Franchise Agreement with Franchisee; and,

WHEREAS, the City has, following required and reasonable notice, conducted a full public hearing, affording all persons concerned with the analysis and consideration of the technical ability, financial condition, legal qualifications and general character of the Franchisee; and,

WHEREAS, the City has determined that it is in the best interests of and consistent with the health, safety and welfare of the citizens of the City to renew the Franchise Agreement to the Franchisee to operate a Cable System within the confines of the City and on the terms and conditions hereinafter set forth; and,

WHEREAS, the Franchisee has agreed to be bound by the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the renewal of the franchise pursuant to this Franchise Agreement, the Franchisee hereby promises to comply with the provisions of this Franchise Agreement. In consideration of the Franchisee’s promises, the City hereby grants a franchise as hereinafter set forth:

SECTION 2. TITLE

THIS AGREEMENT may be referred to as the “City of Liberty Lake, Washington/Comcast Cable Communications Management, LLC Franchise Agreement.”

SECTION 3. DEFINITIONS

For the purpose of this Franchise Agreement the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and the word “may” is permissive. Words not defined shall be given their common and ordinary meanings.

- (A) “Access Channel” shall mean any Channel set aside for public use, educational use, or governmental use without a channel usage charge.
- (B) “Basic Cable Service” shall mean any Service Tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by this Franchise Agreement to be carried on the basic tier.
- (C) “Cable Service” or “Service” shall mean (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.
- (D) “Cable System” or “System” shall mean the Franchisee’s facilities, throughout the City, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term shall not include:
- (1) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - (2) a facility that serves only Subscribers without using any Public Right of Way;
 - (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
 - (4) an open video system that complies with 47 U.S.C. § 573; or
 - (5) any facilities of any electric utility used solely for operating its electric utility system.
- (E) “Channel” shall mean bandwidth in the electromagnetic spectrum capable of carrying Video Programming which a Franchisee of a Cable System is authorized to provide to its Subscribers.
- (F) “City” shall mean City of Liberty Lake, Washington. For purposes of enforcement of any provision.
- (G) “Complaint” shall mean a Subscriber contact with the Franchisee to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the regulatory control of the City. A Complaint may be verbal or in writing but need not include initial contacts where an issue is promptly resolved to the Subscriber’s satisfaction.

- (H) “Converter” shall mean an electronic tuning device which converts transmitted signals to a frequency which permits their reception on a television receiver.
- (I) “Council” shall mean the legislative body of the City of Liberty Lake, Washington.
- (J) “FCC” shall mean the Federal Communications Commission or any legally appointed or designated agent or successor.
- (K) “File” shall mean the delivery, by mail or otherwise, to the appropriate office, officer or agent of the City of any document this Franchise Agreement requires to be filed with the City. The date of receipt by the City shall be considered the file date.
- (L) “Franchise Agreement” shall mean the nonexclusive right and authority to construct, Maintain, and operate a Cable System through use of Public Rights of Way in the City pursuant to a contractual agreement approved by the City Council and executed by the City and a Franchisee.
- (M) “Franchise Area” shall mean the entire geographic area within the City as it is now constituted or may in the future be constituted.
- (N) “Franchisee” shall mean Comcast Cable Communications Management, LLC, including any lawful successor, transferee or assignee of the original Franchisee.
- (O) “Gross Revenues” means all revenue derived directly or indirectly by the Franchisee, or by Franchisee’s Affiliates, from the operation of Franchisee’s Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for Cable Services including Basic Service and all other Tiers of Cable Service; Pay-Per-View Service; Cable Service installation, disconnection, change-in-service and reconnection fees, Leased Access Channel fees, late fees, payments received by the Franchisee from programmers for carriage of Cable Services on the Cable System and recognized as revenue under generally accepted accounting principles (“GAAP”), revenues from rentals of Cable System equipment such as converters; advertising revenues (including local, regional, and a pro rata share of national advertising carried on the Cable System in the Franchise Area) net of commissions due to advertising agencies that arrange for the advertising buy and as recognized as revenue under GAAP; additional outlet fees, Franchise Fees, and revenues from home shopping Channels. Gross Revenues shall not include (i) Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; or (ii) any taxes on services furnished by the Franchisee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Franchisee on behalf of said governmental unit. The Franchise Fees are not such a tax and are therefore included in Gross Revenues.
- (P) “Installation” shall mean the process necessary to connect the Cable System at the Subscriber’s premises.

(Q) “Leased Channel” or “Leased Access Channel” shall mean any Channel, or part of a Channel, available for commercial use on a fee basis by Persons other than a Franchisee.

(R) “Lockout Device” shall mean an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable System.

(S) “Maintain” or “Maintenance” shall mean the repair, restoration, replacement, renovation and testing of the Cable System or components thereof so as to ensure that it operates in a safe and reliable manner and as required by this Franchise Agreement.

(T) “Non-commercial” shall mean, in the context of Access Channels, that products and services are not sold via the Access Channel. The term will not be interpreted to prohibit an Access Channel operator or programmer from independently (i.e. not in the context of any televised programming) soliciting and receiving financial support to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution, in the manner of the corporation for public broadcasting. An Access Channel operator or programmer may cablecast informational programming regarding City events, projects and attractions of interest to residents so long as the format for such programming is consistent with the purposes for which PEG resources may be used.

(U) “Normal Business Hours” shall mean those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.

(V) “Normal Operating Conditions” shall mean those Service conditions which are within the control of Franchisee. Those conditions which are not within the control of a Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and Maintenance or upgrade of the Cable System.

(W) “PEG” shall mean public, educational and governmental.

(X) “Person” shall mean an individual or legal entity, such as a corporation or partnership.

(Y) “Premium Service” shall mean pay television offered on a per Channel or per program basis.

(Z) “Public Right of Way” or “Public Rights of Way” shall mean the surface of and the space above and below any public street, road, highway, path, sidewalk, alley, court, or easement now or hereafter dedicated and opened by the City for the purpose of public travel or public utilities. In the case of any grant of authority or permission by the City to

a cable operator however, this term shall not exceed the scope of the City's interests or power to extend such grant.

(AA) "Service Interruption" shall mean the loss of picture or sound on one (1) or more Cable Channels.

(BB) "Service Tier" shall mean a specific set of Cable Services which are made available as, and only as, a group for purchase by Subscribers at a separate rate for the group.

(CC) "Standard Installation" shall mean those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(DD) "Subscriber" shall mean any Person who lawfully receives Cable Service via the System.

(EE) "Video Programming" shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 4. GRANT OF AUTHORITY

(A) This Franchise Agreement is hereby granted by the City to the Franchisee, for a period of ten (10) years from and after the first day of the first month following enactment, the right, and privilege to have, acquire, construct, reconstruct, use, operate, own and Maintain a Cable System for the entire area of the City, subject to applicable law and to the conditions and restrictions as hereinafter provided. No privilege or power of eminent domain is bestowed by this grant of authority.

(B) Consistent with the provisions of City ordinances and the Cable Act, the City hereby grants to Franchisee the authority to use the City's Public Rights of Way for the purposes of this Franchise Agreement.

SECTION 5. AUTHORITY NOT EXCLUSIVE

(A) The grant of authority for use of the City's Public Rights of Way, as conferred in Section 4 hereof, is not exclusive and does not establish priority for use over other franchise holders, permit holders and the City's own use of public property. Nothing in this Franchise Agreement shall affect the right of the City to grant to any other Person a similar franchise or right to occupy and use the Public Rights of Way or any part thereof for the erection, Installation, construction, reconstruction, operation, Maintenance, dismantling, testing, repair or use of a Cable System within the City.

(B) Franchisee shall at all times comply with all applicable state and federal laws, regulations and rules regarding cable communications. Compliance shall not preclude a lawful challenge.

SECTION 6. COMPETITIVE EQUITY.

(A) The Franchisee acknowledges and agrees that the City reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, the City agrees that it shall amend this Franchise Agreement to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of the Franchisee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; Access Channel and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the City which, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the City agrees that it shall amend this Franchise Agreement to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by City and Franchisee.

(B) In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon the Franchisee by registered or certified mail or via nationally recognized overnight courier service.

(C) In the event that a wireline multichannel video programming distributor provides video service to the residents of the City under the authority granted by federal or State legislation or other regulatory entity, the Franchisee shall have a right to request Franchise amendments that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Franchisee's belief that certain provisions of the Franchise place Franchisee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably withhold consent to the Franchisee's petition.

SECTION 7. CONDITIONS OF SALE.

If a renewal of this Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at a price determined pursuant to the provisions of the Cable Act.

SECTION 8. PREVIOUS RIGHTS ABANDONED

This Franchise Agreement is in lieu of any and all other contractual rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by Franchisee or any successor pertaining to the construction, operation, modification or Maintenance of a Cable System in the City. The acceptance of this Franchise Agreement shall operate between Franchisee and the City as an abandonment of any and all such contractual rights, privileges, powers, immunities, and authorities within the City. All construction, operation, modification,

and Maintenance by the Franchisee of any Cable System in the City to provide Cable Service shall be under this Franchise Agreement and not under any other contractual right, privilege, power, immunity, or authority.

SECTION 9. AGREEMENT, ACCEPTANCE

(A) Franchisee acknowledges and accepts the right of the City to issue a franchise and Franchisee agrees it shall not now nor at any time hereafter challenge this right in any way, including in any state or federal court.

(B) Franchisee's rights hereunder are subject to the reasonable exercise of the City's police power. Nothing in this Franchise Agreement shall preclude or prohibit the City from enacting any ordinance, from time to time, in the interest of public health and safety, which may impact the Franchisee in its operation of the Cable System, as a proper exercise of the City's police power. All City acts undertaken pursuant to this Franchise Agreement shall be deemed discretionary, guided by the purpose and considerations of the public health, safety, and general welfare.

(C) The parties acknowledge that the City may modify its regulatory policies throughout the term of this Franchise Agreement. Franchisee agrees to comply with such lawful policies except when there is a conflict with Franchisee's rights negotiated hereunder. In the event of a conflict between the City Code and this Franchise, this Franchise shall control. Franchisee reserves any rights it may have to challenge such policies whether arising in contract or at law. The City reserves all defenses to such challenge, whether arising in contract or law.

SECTION 10. TIME IS OF THE ESSENCE TO THIS AGREEMENT

Whenever this Franchise Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence. Any failure of the Franchisee to perform within the time allotted shall always be sufficient grounds for the City to invoke any appropriate remedy, including, without limitation, termination of this Franchise Agreement.

SECTION 11. TAXES

As is consistent with applicable law, nothing contained in this Franchise Agreement shall be construed to except the Franchisee from any tax, liability or assessment authorized by law.

SECTION 12. FRANCHISE AGREEMENT

This Franchise Agreement is a contract between the City and the Franchisee, binding upon both parties. It is the intent of the parties that this shall be subject to amendment by mutual agreement from time to time to allow the Franchisee to innovate and implement new services and developments, or to agree to any terms allowed by law and for which each party agrees to bargain in good faith with the other party, upon the initiation of any proposed amendment. Franchisee agrees that it will evaluate new technological developments whenever technically and economically feasible.

SECTION 13. RENEWAL:

Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), as amended.

SECTION 14. CABLE SYSTEM SPECIFICATIONS AND OVERSIGHT

(A) All Franchisee activity in the Public Right of Way, and other public places where applicable, must comply with the National Electrical Safety Code and the National Electrical Code as adopted by the City and good and accepted industry practices.

(B) The Franchisee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise Agreement, the Franchisee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC's rules.

(C) In accordance with applicable law, the City shall have the right to regulate and inspect the construction, operation and Maintenance of the Cable System in the Public Rights of Way. Upon reasonable prior written notice and in the presence of the Franchisee's employee, the City may review the Cable System's technical performance as necessary to monitor the Franchisee's compliance with the provisions of this Franchise Agreement. All equipment testing under a technical performance review shall be conducted by the Franchisee.

SECTION 15. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

(A) Subject to the other provisions of this Franchise, Franchisee may perform all construction in the Rights-of-Way for any facility needed for the maintenance, operation or extension of Franchisee's Cable System.

(B) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All equipment shall be durable and installed and maintained in accordance with good engineering practices and comply with applicable law. Franchisee shall be subject to the City's current pavement cut policy or as amended. Public Rights-of-Way shall be restored to a condition that is as good or better than that prior to Franchisee's work

(C) During emergencies, except those involving imminent danger to the public health, safety or welfare, the City shall provide notice to Franchisee, at a designated emergency response contact number, to allow Franchisee the opportunity to respond and rectify the problem without disrupting Cable Service. If after providing notice, there is no immediate response, the City may move Franchisee's facilities.

(D) The Franchisee shall, at its own expense, participate in the call before you dig program required under State Law.

(E) Prior to doing any construction work in the Right-of-Way or other public property (with the exception of installations and general maintenance that involves no construction and with no disruption to the use of the Right-of-Way or other public property), Franchisee shall apply for, and obtain, in advance, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for protecting any structures in such Rights-of-Way, and for providing for the proper restoration of such Rights-of-Way and to protect the public and the continuity of pedestrian or vehicular traffic. Franchisee shall pay all generally applicable fees for the requisite City permits.

(F) In the event that emergency repairs are necessary, Franchisee shall immediately notify the City of the need for such repairs. Franchisee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

(G) If all of the wires and lines of electric and telephone service providers in any given area within the Franchise Area are now or in the future placed underground, the Franchisee shall place its Cable System cables underground. In any part of the Franchise Area where the wires and lines of the Cable System are aerial, they shall be allowed to remain aerial, subject to other Franchise provisions. In any part of the Franchise Area where the Cable System is underground, it shall remain underground.

(H) If in connection with the construction, operation, and maintenance of the Cable System, the Franchisee disturbs, alters, or damages any public property, the Franchisee agrees that it shall at its own cost and expense pay, replace and restore any such property to a condition as good or better than the condition existing immediately prior to the disturbance. If restoration performance by the Franchisee is not satisfactory and timely, the City may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Franchisee. Within thirty (30) days of receipt of an itemized list of restoration costs, including the costs of labor, materials and equipment, the Franchisee shall pay the City for such costs.

(I) Upon thirty (30) days prior written notice to Franchisee, City shall have the right to require Franchisee to relocate any part of the Cable System within the Rights-of-Way when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Franchisee. Should Franchisee fail to remove or relocate any such facilities by the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by Franchisee, including all costs and expenses incurred by the City due to Franchisee's delay. If the City requires Franchisee to relocate its facilities located within the Rights-of-Way, the City shall

make a reasonable effort to provide Franchisee with an alternate location within the Right-of-Way. If public funds are available to any Person using such Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the Franchisee may make application for such funds.

(J) In the case of relocation projects where the City hires and designates an independent contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, if the Franchisee decides to participate in the joint trench opportunity than the Franchisee shall pay to the City Franchisee's portion of the traffic control and trench costs, including excavation and other associated costs, trench bedding, and backfill commensurate with Franchisee's proportionate share of trench usage. However, notwithstanding anything to the contrary set forth herein, if bids from the City's contractor for placement of Franchisee's conduits and vaults/pedestals in the supplied joint trench, in the reasonable estimation of the Franchisee, are not acceptable, the Franchisee shall have the option to utilize contractor(s) of its choice to complete the required work. The City's contractor shall coordinate with the Franchisee's contractor(s) to provide reasonable notice and time to complete the placement of the Franchisee's facilities in the supplied joint trench.

(K) If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder(s), Franchisee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, as long as, the other franchise holder(s) pay for the Franchisee's time and material costs associated with the project and Franchisee is issued a permit for such work by the City.

(L) The Franchisee shall, upon reasonable prior written request of any Subscriber, relocate its aerial distribution cable facilities underground, as long as, the Subscriber pays for the Franchisee's time and material costs associated with the project and Franchisee is issued a permit for such work by the City.

(M) In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a City designated capital improvement project, this Franchise shall in no way limit the Franchisee's right to recoup all time and material costs associated with the conditioned underground conversion of the Cable System from the Person responsible for the project.

(N) At the request of any Person holding a valid permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder.

(O) The Franchisee shall have the authority to conduct general pruning and trimming for access to Cable System facilities in the Rights-of-Way. For new cable overlashing projects, tree trimming shall be reviewed under the ROW permit process, subject to compliance with the City Code. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any damage caused by such trimming.

SECTION 16. CABLE SERVICE

(A) Subject to the density considerations listed below, except in areas reserved for public travel or utility access not yet opened and accepted by the City as Public Right of Way that the Franchisee is specifically and lawfully prohibited from deploying its Cable System by the owner/developer, the Franchisee shall provide Cable Service throughout the entire City.

(B) Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides. All residents requesting Cable Service and living within a Standard Installation of one hundred twenty-five (125) feet shall have the cable installed at no more than the prevailing published Installation rate. In the event a request is made for Cable Service and the residence is more than a Standard Installation of one hundred twenty-five (125) feet, such Installation shall be completed on a time and material cost basis for that portion of the service line extending beyond one hundred twenty-five (125) feet.

(C) Upon request through the designated City representative, the Franchisee shall provide, without charge and throughout the term of this Franchise Agreement, one (1) outlet, one (1) Converter, if necessary, and Basic Cable Service to the City's administrative buildings as designated by the City, fire station(s), police station(s), libraries and state accredited K-12 public and private school(s). Franchisee may additionally volunteer to provide a digital level of service, in addition to the Basic Cable Service, that provides access to national 24-hour news channels.

(1) If the drop line to such building exceeds a Standard Installation drop of one hundred twenty-five (125) feet, the Franchisee will accommodate the drop up to three hundred (300) feet if the City or other agency provides the necessary attachment point for aerial service or conduit pathway for underground service. If the necessary pathway is not provided, the City or other agency agrees to pay the incremental cost of such drop in excess of one hundred twenty-five (125) feet or the necessary distribution line extension of the Cable System, including the cost of such excess labor and materials. The recipient of the service will secure any necessary right of entry.

(2) The Cable Service will not be used for commercial purposes, and the outlets will not be located in jail cells and areas open to the public excepting one (1) outlet to be located in a public lobby in the City Hall that will be used by the public for viewing Council meeting broadcasts. The City will take reasonable precautions to prevent any use of the Franchisee's Cable System in any manner that results in inappropriate use, loss or damage to the Cable System. Franchisee hereby reserves all rights it may have under the law to seek payment from City for liability or claims arising out of the provision and use of the Cable Service required by this section.

(3) If additional outlets of Cable Service are provided to such buildings, the building occupant will pay the usual Installation fees, if any.

(4) Franchisee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to Applicable Law, should Franchisee elect to offset governmental complimentary services against Franchise Fee, Franchisee shall first provide the City with ninety (90) days' prior written notice.

(D) Franchisee shall extend the System after the date of the Franchise Agreement, where the minimum density is at least thirty (30) dwelling units per strand mile in areas served by overhead facilities and sixty (60) dwelling units per strand mile in areas served by underground facilities. Such extension shall be at Franchisee's cost. In areas not meeting the density requirement for mandatory extension of Service, Franchisee shall provide, upon the request of any potential Subscribers desiring Service, an estimate of the costs required to extend Service to such Subscribers. Franchisee shall then extend Service upon request and upon payment of an amount equal to the reasonable value of actual time and materials to be incurred by Franchisee for such extension. Any customer drop not exceeding a Standard Installation drop of one hundred twenty-five (125) feet will be free of charge to the customer other than normal Installation fees. For drops in excess of one hundred twenty-five (125) feet, Franchisee may assess an amount equal to time and materials.

SECTION 17. PROGRAMMING

(A) All final programming decisions remain the discretion of Franchisee in accordance with this Franchise Agreement, provided that Franchisee notifies City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Franchisee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545.

(B) Franchisee will provide at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (1) Educational programming;
- (2) News, weather and information;
- (3) Sports;
- (4) General entertainment including movies;
- (5) Children, family oriented;
- (6) Arts, culture and performing arts;
- (7) Foreign language programming; and
- (8) Science/documentary.

SECTION 18. RATES

(A) Upon request and throughout the term of this Franchise Agreement, the Franchisee shall provide annually an updated rate card to the City that details applicable rates and charges for Cable Services provided under this Franchise Agreement. This does not require the Franchisee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Franchisee shall provide a minimum of thirty (30) days' written notice to the City and each Subscriber before changing any rates and charges.

(C) City may regulate rates for the provision of Cable Service provided over the System in accordance with applicable federal law, in particular 47 C.F.R. Part 76 subpart N. In the event the City chooses to regulate rates it shall, in accordance with 47 C.F.R. § 76.910, obtain certification from the FCC, if applicable. The City shall follow all applicable FCC rate regulations and shall ensure that appropriate personnel are in place to administer such regulations.

SECTION 19. ACCESS AND LOCAL PROGRAMMING

(A) Commencing on the effective date of this Franchise Agreement, Franchisee shall make available no less than one (1) fulltime non-commercial multijurisdictional PEG Channel for possible future activation and joint use by the City in association with the City of Spokane, City of Spokane Valley, Spokane County, and/or any other public entity, municipal corporation, or special purpose district located within or serving the City for governmental access programming. The City shall provide Franchisee with a minimum of forty-five (45) days prior written notice of the City's intent to participate in the multijurisdictional PEG Channel. Upon receiving such notice, the Franchisee shall meet with the City to develop an implementation plan for activation of the multijurisdictional PEG Channel within the City, including the PEG viewing and origination points in the City.

(B) The City acknowledges that Franchisee provides additional benefits to PEG programming needs beyond the requirement listed above. This is accomplished through the inclusion of other regional PEG programming within the regional Channel lineup that services the Franchise Area. The Franchisee will endeavor to provide to Subscribers in the Franchise Area with the other regional PEG Channels so long as the PEG programmers offer them for use on the Cable System.

(C) The PEG Channel provided to Subscribers under this Franchise shall be included by Franchisee subject to applicable law.

SECTION 20. PARENTAL CONTROL

(A) Franchisee shall provide Subscriber controlled Lockout Devices (audio and visual) at a reasonable charge to Subscribers upon their request.

(B) As to any program which is transmitted on a Channel offered on a per Channel or per program basis, Franchisee shall block entirely the audio and video portion of such program from reception by any Subscriber who so requests. Scrambling of the signal shall not be sufficient to comply with this provision.

SECTION 21. TRANSFER OF RIGHTS

(A) A Franchise issued pursuant to this Franchise shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation, or otherwise hypothecated in any manner, nor shall title

thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person, or the controlling interest in any corporation holding a Franchise hereunder be changed, without the prior consent of the Council, and then only under such conditions as may be required by the City Council. Such a transfer of control is not limited to major interest holders but includes actual working or de facto control by minor holders in whatever manner exercised; provided, however, (i) such a transfer of control shall not include transfer to a parent or affiliate of a Franchisee, except when such transfer is intended to avoid application of this section; and (ii) Franchisee shall not be required to obtain City's consent for transfers in trust obtained to finance construction or operations of a Cable System by pledging the System as collateral. Every change, transfer, or acquisition of control of a Franchisee shall make a Franchise, unless excepted herein, subject to cancellation unless and until the City shall have consented. Such consent shall not be unreasonably withheld. A rebuttable presumption that a change in controlling interest has occurred shall arise upon the acquisition or accumulation by any Person or group of Persons of five percent of the voting shares of a Franchise.

(B) A Franchisee shall promptly notify the City of any proposed change in control of the Franchisee. A formal application for approval of a proposed transfer of control shall be filed within thirty (30) days of such notification. The application shall include, among other things, a copy of any and all documents relating to the sale or transfer and any filings by any party to the transaction at any state or federal agency including, but not limited to, the FCC, the Department of Justice, the Federal Trade Commission, and the Securities and Exchange Commission. An original of the text of the application shall be filed with the City.

(C) The proposed purchaser, transferee, or assignee must show financial responsibility as determined by the City and must agree to comply with all provisions of a Franchise, including any provisions which the City may amend or add prior to approval of the transfer.

(D) For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into all qualifications of the prospective controlling party, and a Franchisee shall assist the City in any such inquiry. The City may require any reasonable conditions which it deems necessary at the time of review to ensure that the Cable System will satisfy the public interest of the City and its citizens for the balance of the term of a Franchise.

(E) Franchisee shall notify the City Attorney in writing of the entry of any judgment against Franchisee which would reasonably affect the operation of this Cable System within seventy-two (72) hours of the occurrence of such event.

SECTION 22. PERFORMANCE BOND

(A) If there is an uncured breach by Franchisee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, Franchisee will provide a performance bond to the City, in the total sum of \$50,000.00, which will remain in effect for the remaining term of this Franchise. The performance bond will ensure the continued performance of Franchisee's obligations under the Franchise including the payment by the Franchisee of any penalties, claims, liens, fees, or taxes due the City which arise by reason of the operation or

maintenance of the Cable System within the Franchise Area. Franchisee will pay all premiums or other costs associated with maintaining the bond.

(A) The performance bond will be from a major financial institution or surety. The performance bond will not require the consent of the Franchisee prior to the collection by the City of any amounts covered by the performance bond. The City will provide to Franchisee reasonable written notice and opportunity to cure any alleged non-compliance of any provision of the Franchise or any penalties, claims, liens, fees or taxes due the City.

SECTION 23. ENFORCEMENT.

(A) This section does not apply to revocation of the Franchise Agreement. Whenever the City seeks to enforce the Franchise Agreement, it shall first provide written notice to the Franchisee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise Agreement may be modified by written stipulation of the City and Franchisee, except time limits relating to revocation of this Franchise Agreement or where otherwise required by law must be approved by the City Council.

(B) The Franchisee shall have thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

(1) contesting it; or

(2) accepting it and agreeing to cure as requested within time limits specified;
or

(3) requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the City informed as to the steps to be taken and a projected completion date.

(C) If the City is not satisfied with the response, they shall notify the Franchisee in writing. Franchisee may thereafter request a hearing as provided in the Franchise.

SECTION 24. HEARINGS.

Except for revocation matters, which are dealt with in Section 25, Franchisee may request a hearing as follows:

(A) The hearing may be informal and shall be conducted within twenty (20) days, with at least ten (10) days prior notice to both sides. The City is responsible to keep a record of any materials submitted and shall record the hearing by video or audio tape. The City shall issue a written decision within ten (10) days. Either party may appeal the decision to a court of competent jurisdiction within thirty (30) days.

(B) Except where otherwise provided, at the conclusion of the City hearings process, if Franchisee remains in default, it shall correct said default as ordered by the City. In the event the Franchisee does not cure within such time to the City's reasonable satisfaction, the City may:

(1) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; and/or

(2) In the case of a default of a material provision of this Franchise Agreement, nothing herein limits the City's right to seek to revoke this Franchise Agreement in accordance with the Franchise.

SECTION 25. REVOCATION.

(A) The City may revoke this Franchise Agreement and rescind all rights and privileges associated with this Franchise Agreement in the following circumstances:

(1) Franchisee fails to perform any material obligation under this Franchise Agreement; or

(2) Franchisee attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon the City or Subscribers.

(B) Prior to revocation of the Franchise Agreement, the City shall give written notice to the Franchisee of its intent to revoke the Franchise Agreement, setting forth the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a timely and satisfactory response from the Franchisee, it may then seek a revocation of the Franchise Agreement by the City Council in accordance with this section.

(C) Any proceeding regarding revocation shall be conducted by the City Council and open to the public. The Franchisee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, the Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence. A complete verbatim record and transcript or video tape shall be made of such proceeding and the cost shall be shared equally between the parties. The City shall maintain a record of such proceeding consistent with its record retention policies. Nothing herein prohibits Franchisee from paying to create a written transcript of the proceeding. The City Council shall hear any Persons interested in the revocation, and shall allow the Franchisee, in particular, an opportunity to state its position on the matter reserving the right to set reasonable time limits.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise Agreement; or if the breach at issue is capable of being cured by the Franchisee, direct the Franchisee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. The City Council shall issue a written decision and shall transmit a copy of the decision to the Franchisee. The Franchisee shall be bound by the City Council's decision to revoke the Franchise Agreement unless it appeals the decision to a court of competent jurisdiction within thirty (30) days of the date of the decision. Upon timely appeal, the effect of revocation is

stayed pending final judicial resolution, but this shall not affect accrual of penalties or the right of the City to take any other enforcement action, including curing the default at Franchisee's expense and liability, also subject to judicial review.

(3) The Franchisee and/or the City shall be entitled to such relief as the court may deem appropriate.

(D) The Council may in its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise Agreement in lieu of revocation.

SECTION 26. INSURANCE, INDEMNITY.

(A) Upon the granting of this Franchise Agreement and following simultaneously with the filing of the acceptance of this Franchise Agreement and at all times during the term of this Franchise Agreement, the Franchisee shall obtain, pay all premiums for, and deliver to the City, a certificate of insurance, naming the City as an additional insured, with a company licensed to do business in the State of Washington with a rating by A.M. Best and Co. of not less than "A" or equivalent, for the following:

(1) A commercial general liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, Councils, duly authorized agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys' fees and interest arising therefrom) as additional insureds on account of personal injury, bodily injury or death of a Person or Persons or damages to property occasioned by the operations of the Franchisee under this Franchise Agreement, or alleged to have been so caused or occurred, with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000) per occurrence.

(2) A comprehensive automobile liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, Councils, duly authorized agents or employees as additional insureds from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys' fees and interest arising therefrom) for bodily injury and property damage occasioned by any vehicle operation of the Franchisee, or alleged to have been so caused or occurred, with a minimum liability of One Million and No/100 Dollars (\$1,000,000) per Person and Five Million and No/100 Dollars (\$5,000,000) in any one (1) accident or occurrence.

(B) Five (5) days prior to its expiration, Franchisee shall deliver to City, a substitute, renewal or replacement policy or bond conforming to the provisions of this Franchise Agreement.

(C) The Franchisee shall, at its or its insurer's sole cost and expense, defend, indemnify and hold harmless the City, its officials, boards, Councils, agents and employees against any and all third party claims, suits, causes of action, proceedings, and judgments for

damage arising out of the construction, reconstruction, use, operation, ownership and Maintenance of the Cable System under this Franchise Agreement, except that no such requirement shall apply where such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the active negligence, gross negligence or intentional acts of the City or its officials, boards, Councils, agents and employees while acting on behalf of the City. These damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Franchisee's Cable System whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise Agreement. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as costs and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney, Assistant City Attorneys or any outside consultants employed by the City. Franchisee shall not be required to provide indemnification to City for programming cablecast over the PEG Access Channels administered by City. The City shall give the Franchisee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section, but failure to give notice is not a defense to the indemnification obligations except to the extent of actual prejudice. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the obligation and duty to defend, through services of competent counsel satisfactory to the City, settle or compromise any claims arising thereunder. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

(D) Failure to comply with the provisions of this section shall constitute a material breach of this Franchise Agreement.

SECTION 27. REPORTS.

(A) The City has the right to inspect books and records of Franchisee, which are reasonably necessary to monitor the Franchisee's compliance with the provision of Cable Services under this Franchise Agreement. Within five (5) days of receiving written notice from the City to inspect the Franchisee's books and records under this provision, the Franchisee shall within ten (10) business days or a mutually agreeable date and time, accommodate the City's request at the Franchisee's business office in the City of Spokane, during Normal Business Hours, and without unreasonably interfering with the Franchisee's business operations. All such documents pertaining to financial matters shall be preserved and maintained in accordance with Franchisee's standard record retention policy except for financial records.

(B) Proprietary and Confidential Information. Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate of Franchisee that is not providing Cable Service in the Franchise Area. The City agrees to keep proprietary or confidential books or records of Franchisee confidential to the extent permitted by law. Franchisee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary and how it may be treated as such under State or federal law. The Franchisee shall not be required to provide customer

information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the City receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the City shall notify Franchisee of such request and Franchisee shall have ten (10) business days to file a lawsuit in Spokane County seeking injunctive or other relief should Franchisee choose to oppose such request.

(C) Upon Request, Franchisee shall provide the quarterly customer service report required in the City adopted customer service standards of the FCC’s rules and regulations.

(D) File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain at its business office, in a file available for public inspection during Normal Business Hours, those documents required pursuant to the FCC’s rules and regulations.

(E) Complaint File and Reports. Franchisee will keep an accurate and comprehensive file of all Complaints regarding the System and Franchisee’s actions in response to those Complaints in a manner consistent with the privacy rights of Subscribers. Upon thirty (30) days written request, Franchisee will provide a report to the City that contains the total number and summary of all Complaints received by category, length of time taken to resolve and action taken to provide resolution.

(F) Route Map. Upon 30 (thirty) days written request, the Franchisee shall provide a route map that depicts, based upon information available, the general location of the Cable System facilities placed in the Public Rights of Way. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and drop service lines to individual Subscribers. The Franchisee shall also provide in an electronic format of aerial/underground facilities and the centerline road reference to allow City to add this information to City’s GIS program.

SECTION 28. PAYMENT OF FEES AND COSTS.

(A) From and after the effective date of this Franchise Agreement and throughout the full term of this Franchise Agreement, the Franchisee shall pay to the City five percent (5%) of its annual Gross Revenues in the City, pursuant to 47 U.S.C. § 542. Payment shall be due by the end of each calendar month.

(B) No acceptance by the City of any payment from Franchisee shall be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise Agreement. All amounts paid shall be subject to auditing and recomputation by the City.

(C) Franchisee acknowledges and agrees that the franchise fees payable by Franchisee to City pursuant to this Franchise Agreement are authorized under the Federal Cable Act and shall not be deemed to be in the nature of a federal, state or local tax.

(D) Franchise Fees Subject to Audit. Upon reasonable prior written notice, during Normal Business Hours, at the Franchisee's principal business office in the City of Spokane, the City shall have the right to inspect the Franchisee's financial records used to calculate the City's franchise fees. The City shall provide to the Franchisee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Franchisee shall review and the City shall be entitled to review Franchisee's historical financial records used to calculate the City's franchise fees consistent with the currently applicable state statute of limitations.

(E) Failure to comply with this section shall constitute a material breach of the Franchise Agreement.

SECTION 29. SERVICE OF NOTICE

(A) All notices required to be given in writing under this Franchise Agreement shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Franchisee or City representative or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City Administrator
City of Liberty Lake
22710 E. Country Vista Dr.
Liberty Lake, WA 99019

If to Franchisee: General Manager
Comcast Cable Communications Management, LLC
1717 East Buckeye Avenue
Spokane, Washington 99207

Non-binding
Courtesy Copy: Government Affairs Department
Comcast Cable Communications Management, LLC
15815 25th Ave W
Lynnwood, WA 98087

Franchisee shall maintain within the City, throughout the term of this Franchise Agreement, an address for service of notice by mail. Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 29. SUCCESSORS AND ASSIGNS

Subject to the requirements contained in this Franchise Agreement, this Franchise Agreement shall be binding on any successors or assigns of Franchisee.

SECTION 30. INTENTIONALLY OMITTED

SECTION 31. CUSTOMER SERVICE STANDARDS

(A) Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Franchisee shall comply with said adopted customer service standards during the term of this Franchise Agreement.

(B) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (1) is not misleading and (2) does not omit material information. Notwithstanding anything to the contrary, the Franchisee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(C) Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 32. REMEDIES CUMULATIVE

Subject to applicable law, the rights and remedies reserved to the City by this Franchise Agreement are cumulative and shall be in addition to, and not in derogation of, any other rights or remedies which the City may have with the respective subject matter of this Franchise Agreement. A waiver of rights or remedies shall not affect any other rights or times.

SECTION 33. MISCELLANEOUS PROVISIONS

(A) Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement due to acts of God or impossibility of performance as recognized in the common law of the State of Washington, to the extent and for such period as such conditions persist. For purposes of enforcement, conditions outside of Normal Operating Conditions are a basis to excuse Franchisee's performance, but only to the extent and for such period as such conditions persist. Conditions outside Normal Operating Conditions may also excuse other franchise obligations where they effectively render performance infeasible or impossible, to the extent and for such period as such conditions persist, but this does not apply as to conditions within the Franchisee's reasonable control.

(B) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not

affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

(C) No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

(D) Contract: State and Federal Law. This Franchise Agreement is a voluntary contract and its obligations are protected against impairment by the Constitution and laws of the State of Washington and United States. Subject to this protection, both parties reserve any rights, substantive or procedural, they may have under federal or state law.

SECTION 34. APPLICABLE LAW

This Franchise Agreement shall be construed in accordance with and governed by the laws of the State of Washington, except where preempted by federal law. Venue for any court proceedings under this Franchise Agreement shall be in Spokane County. This does not apply to FCC hearings.

PASSED by the City Council on August 2 AS
July 19, 2016.

[Signature]
Mayor

Attest:
[Signature]
City Clerk

Approved as to form:
[Signature]
City Attorney August 2 AS
July 19, 2016
Date

ACCEPTED: This Franchise Agreement is accepted, and we agree to be bound by its terms and conditions.

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Date: Sept, 26 2016.

By: [Signature]
Matthew Chambers
VP - Finance and Accounting

Its: 9/26/16

SWORN TO BEFORE ME this
26th day of September 2016.

[Signature]
NOTARY PUBLIC

LAURA HUFFMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144010926
COMMISSION EXPIRES MAR. 10, 2018

* * * * *

CERTIFICATION

I, Ann Swenson, the undersigned City Clerk of the City of Liberty Lake, of Spokane County, Washington, HEREBY CERTIFY that the foregoing Ordinance is a full, true, and correct copy of Ordinance No. 230 duly adopted at a regular meeting of the City Council of said City, duly and regularly held at a the regular meeting place thereof on August 2, 2016 of which meeting all members of said City Council had due notice and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote: unanimous, 7-0.

AYES, and in favor thereof: Mayor Pro Tem Brickner, Council Members Langford, Moore, McGuire, Dunne, Severs, and Kaminskas.

NAYS: None.

ABSENT: None.

ABSTAINED: None.

CITY OF LIBERTY LAKE



CITY CLERK