

*New Agreement
May 1990*

AGREEMENT

This is an agreement entered into under the Interlocal Cooperation Act (Ch. 39.34, RCW) between the City of Vancouver, hereinafter called City, and Clark County, hereinafter called County, by which the parties agree to establish and operate a "City/County Cable T.V. Office" under the direction of the CATV Commission; providing for such office to provide staff support to CATV Commission and to City and County in matters relating to the administration of the joint City/County urban area CATV franchises, providing for such staffing, budgeting, and other procedures.

WHEREAS, the City and County by agreement dated June 2, 1980, have previously agreed to the establishment of a cable television franchise area that includes the Vancouver urban area as defined in the Clark County Comprehensive Plan and certain other surrounding areas, and pursuant to that agreement each has selected the same franchisee to serve such area, and appropriate ordinances have been enacted and "Cox Cable Vancouver - Clark County" now is a cable television franchisee for all of the city and for that part of unincorporated Clark County that includes the Vancouver urban service area and certain additional areas, and

WHEREAS, it is believed that each party and the public will benefit from the joint administration of such cable franchises, and the agreement dated June 2, 1980, has contemplated such an agreement would be entered into after award of franchise, and staff and CATV Commission have recommended this agreement; Now, Therefore,

It is hereby AGREED as follows:

A. RESPONSIBILITIES OF CABLE OFFICE

1. There is hereby created a "City/County Cable T.V. Office" which shall provide for all staff work necessary to the administration of the City/County cable franchises.
2. The responsibilities of the Cable T.V. Office shall include:
 - a. Providing staff support to the CATV Commission, City Council and Board of County Commissioners in matters relating to administration of the joint franchise area.
 - b. Receiving communications and complaints related to the conduct or operation of the cable franchises and keeping CATV Commission, City Council, and Board of County Commissioners informed concerning the same.

- c. Monitoring and advising the CATV Commission as to the cable franchisee's compliance with all provisions of the CATV ordinances of City and County, including system construction, franchise fee payments, access and local origination commitments and all other aspects of the cable franchise agreements.
3. The City/County Cable T.V. Office will be responsible only for the matters relating to the administration of the City/County franchise area. Telecommunications work for the City or County which is not covered by this agreement may be performed for either of them by the Cable Office only upon agreement of both parties, subject to prior review and recommendation by the CATV Commission. Such work that may be performed by separate agreement includes administration of cable franchises that are outside the City/County cable franchise area; and work relating to coordination or production of government programming beyond that required under normal staff support to the CATV Commission.

B. FINANCE AND BUDGETING

1. The Cable Office shall each year, in accordance with the applicable City and County budget timetables, submit to the CATV Commission a proposed budget of revenues and expenditures for operation of the office for the next calendar year. Upon approval by the CATV Commission, such budget shall be submitted to the legislative bodies of City and County in accordance with their budget timetables and shall be subject to the approval of each. Said budget shall be set forth as line items in the City budget in accordance with City budget laws (Ch. 35.33, RCW) and shall thereafter be subject to amendment by the CATV Commission as to detail in accordance with City budget laws, provided, that any increase beyond the total amount budgeted shall be subject to approval by each legislative body. Its budget shall be funded by a portion of the receipts from City and County cable franchise fees.
2. Franchise fee revenues deriving from the City/County cable franchise area will be distributed directly to the City and County as follows:

- a. According to source of revenue from subscriber installation and monthly charges for all services, including home security.
 - b. According to source of revenue (including subscriber services, leased access, advertising and all other services) from businesses located in the franchise area. In the case of revenues from businesses in the franchise area that have addresses both inside and outside the City and where the source of revenue is not clearly identifiable, the source of revenue will be considered as being the location of the businesses' headquarters or main office.
 - c. Revenues from sources outside the franchise area will be allocated based upon the total proportion of revenues as determined by (a) and (b) above.
3. Funds for the operations (as specified in Section A) of the Cable T.V. Office from the City and County for any given calendar year will be proportional to the percentages of franchise revenue received by each in the previous year, as allocated in paragraph B(2) above. For the first year of operation, funding will be proportional to the number of subscribers as estimated by the CATV Commission to be inside and outside of the City during that year; provided that any monies remaining from franchise application fees may also be applied to the first year budget.
 4. The City shall act as Treasurer of the Cable T.V. Office, and a "Cable T.V. Office Fund" shall be established by ordinance. The City and County shall remit their respective shares for funding of the Cable T.V. Office in twelve equal payments, one on the first of every month. Cash carryforward remaining at the end of the year will be reserved as a contingency amount or returned to the City and County based on the proportion of funding for that year.

C. ORGANIZATION OF THE CATV OFFICE

1. The Cable T.V. Office shall be organized as a division of City government. A detailed work program, including a detailed itemization of work activities and associated costs, and subject to review by the CATV Commission and approval by City

Council and County Commissioners, shall accompany the proposed budget of the Cable Office as provided in Section B1.

2. A recruitment and selection process for professional Cable Office staff shall be conducted by the City. This process shall be subject to approval by the County.

D. TERMINATION AND AMENDMENT OF THE AGREEMENT

1. This agreement shall be of two years minimum duration and at the end of such two years or at any time thereafter, either party may terminate the agreement by giving six months written notice; otherwise it shall continue in effect indefinitely.
2. This is an agreement entered into under Ch. 39.34, RCW; its duration is as specified in Section D(1); its organization shall be specified in Section A; its purpose is to provide for joint administration of the City/County Cable T.V. franchises; its termination shall be effectuated as provided in Section D(1); staff and equipment for operating the Cable T.V. office shall be provided by contract between CATV Commission and the City or County; and nothing in this agreement shall relieve either party of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the CATV Commission, and the parties shall be jointly and severally liable in tort or contract causes of action.
3. This agreement may be amended at any time by joint action of the respective legislative bodies. It shall go into effect immediately.

DATED this 22nd day of March, 1982.

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

David W. Sturdevant, Chairman

Vernon V. Veysey
Vernon V. Veysey, Commissioner

John S. McKibbin
John S. McKibbin, Commissioner

Attest:

Barbara Alexander
Clerk to the Board

APPROVED AS TO FORM ONLY:

ARTHUR D. CURTIS
Prosecuting Attorney

By: Richard S. Lowry
Deputy Prosecuting Attorney

CITY OF VANCOUVER, WASHINGTON

Jim Justin
Jim Justin, Mayor

Attest:

June Rosentreter
H. K. Shorthill, City Clerk
By June Rosentreter, Deputy
City Clerk

Approved as to form:

Jerry F. King
Jerry F. King, City Attorney

EXHIBIT "B"

**AMENDMENT TO City/County Interlocal Agreement
Regarding the Establishment and Operation of
the "City/County Cable TV Office"**

A New Section is hereby added to the existing Interlocal Agreement, dated March 22, 1982, pursuant to the amendment provision of Section D(3):

NEW SECTION:

Section E. LOCATION/LEASE CITY/COUNTY CABLE TV OFFICE

1. Effective June, 1990, the City/County Cable TV Office will be located in the building located at 202 East Mill Plain. The Cable TV Office will be assessed rent at the lease rate for the space leased for its operations, and will pay a proportionate share of the "common" or shared space in the building (conference room, rest rooms, hallways, multipurpose room, and utility room). In addition, the Cable TV Office will be assessed for its proportionate share of operational costs including janitorial, janitorial supplies, utilities, and taxes. At the time of this agreement, such proportionate use of the building would equal 60 percent of the total space. Should the Cable TV Office's use of the building increase or decrease, the shared costs shall be adjusted accordingly.
2. The City of Vancouver and Clark County will fund the costs of rent and operations in the 202 East Mill Plain site for the Cable TV Office consistent with the formula established in Section B (3) of the Interlocal Agreement.
3. The term of the lease agreement for the City/County Cable TV Office at the 202 East Mill Plain site shall be through December 1996, unless mutually terminated by the city and county.

Dated this _____ day of _____, 1990.

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY

Dave Sturdevant, Commissioner

John McKibbin, Commissioner

John Magnano, Commissioner

Attest: _____
Clerk for the Board

B0050201/PMG:DM:RC/1

CITY OF VANCOUVER, WASHINGTON

Bruce E. Hagensen, Mayor

Attest: _____
H.K. Shorthill, City Clerk
David G. Vial, Deputy City Clerk

Approved as to form:

Jerry F. King, City Attorney