0080.2002.1761

FILE NO. 80A/ PROPOSAL NO. R2003-116

Sponsored by: Councilmember Shawn Bunney

Requested by: Pierce County Council

RESOLUTION NO. R2003-116

A RESOLUTION OF THE PIERCE COUNTY COUNCIL REPEALING RESOLUTION NO. R92-119 AND APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL CABLE TELEVISION AND COMMUNICATION SERVICES COOPERATION AGREEMENT (RAINIER CABLE COMMISSION).

WHEREAS, On August 25, 1992, the Pierce County Council authorized the County Executive to execute an interlocal cooperation agreement establishing the Rainier Cable Commission by passage of Resolution No. R92-119; and

WHEREAS, An amendment to the interlocal agreement requires unanimous consent of the participating jurisdictions; and

WHEREAS, Earlier attempts to amend the interlocal agreement did not gain unanimous consent; and

WHEREAS, A majority of the Rainier Cable Commission has now voted to change only that part of the interlocal agreement that affects the status of the City of Tacoma; NOW, THEREFORE,

DISTRIBUTION:

JOHN LADENBURG, EXECUTIVE ✓
BILL OLTMAN, RAINIER COMMUNICATIONS COMM. ✓
SKIP STANSBURY, EXEC'S. OFC. ✓
LIBRARY ✓
MUNICIPAL RESEARCH & SERVICES CENTER/yes ✓ no ___
LAW LIBRARY ✓
STATE EXAMINER ✓
BOOK ✓

9/24/03 DJ
Date/Initials

BE IT RESOLVED by the Council of Pierce County:

Section 1. When all members of the Rainier Cable Commission have approved the Interlocal Cable Television and Communication Services Cooperation Agreement as shown on Exhibit "A" to this resolution, Resolution No. R92-119 and the Interlocal Cable Television Communication Services Cooperation Agreement dated 1992 shall be repealed.

Section 2. The Interlocal Cable Television and Communication Services Cooperation Agreement as set forth in Exhibit "A," attached hereto and incorporated herein by reference, is hereby approved and the County Executive is authorized to execute it on behalf of Pierce County.

ADOPTED this 16th day of September, 2003.

ATTEST:

Denise D. Johnson
Clerk of the Council

PIERCE COUNTY COUNCIL
PIERCE COUNTY, Washington

Councilmember Harold Moss
Council Chair

Approved As To Form Only:

Deputy Prosecuting Attorney

EXHIBIT "A" TO RESOLUTION NO. R2003-116

Rainier Cable Commission

INTERLOCAL CABLE TELEVISION AND COMMUNICATION SERVICES COOPERATION AGREEMENT

This document sets forth the general terms and conditions which are to be incorporated in and become a part of the agreement between the local jurisdictions electing to participate and become a party hereto.

WHEREAS, each party signing the Agreement has the authority and responsibility to issue and oversee cable television franchise agreements; and

WHEREAS, appropriate measures should be taken at all levels of government that will have as their goals the expansion and providing of the best cable television service at the lowest rates to users; the implementation and adoption of strategies that will foster full competition in all market areas within cities and towns and throughout Pierce County, and that will encourage development of new networks, expansion of channel capacity and the implementation of new technology to make available better and more diverse services to users; and

WHEREAS, each party joining in the Agreement wished to cooperate with other governments and thereby to provide its citizens the best possible cable television oversight, regulation, and community programming services and facilities in a manner that will accord best with geographic economic, population and other factors influencing the needs and development of cable television in its respective community; and

WHEREAS, it is apparent that Pierce County and the other cities and towns the County need to pool information and resources in order to more effectively deal with issues pertaining to cable television and that the creation of the Rainier Cable Commission as an advisory cable television commission is an appropriate mechanism to assist the parties in undertaking such a cooperative effort; and

WHEREAS, the City of Tacoma, having its own internal cable and telecomm administration, regulation and programming functions duplicative of the functions of the Commission, wishes to modify the terms of its membership to a non-funding and non-voting status; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is hereby agreed as follows:

THIS AGREEMENT is made by and between the undersigned governmental entities (hereafter refereed to as "Parties," "Members," or "Local Jurisdictions"). This agreement is made pursuant to the Interlocal Cooperation Act, RCW 39.34, et seq., and the General Laws of the State of Washington. This agreement shall take effect upon the date of its filing with the Secretary of State in accordance with the provisions of RCW 39.34.040, after the Agreement has been executed by at least two Local Jurisdiction Members.

Section 1. General Purpose.

The purpose of the Agreement is for the participating parties (hereafter referred to as "Parties, Members, or Local Jurisdictions") to cooperate in developing and sharing expertise and information related to cable television; the negotiation and obtaining of franchise and other agreements with cable television companies which will best serve the public interest; the planning and development of shared use of communication systems between members; and to advise Members regarding public, education and municipal communication services, including video, voice and data services on the cable systems serving the Local Jurisdiction Members; the establishment of a mechanism and process for funding; and the creation of an advisory commission ("Rainier Cable Commission") to assist and provide guidance in the implementation of the purposes of this agreement, in the allocation of funding therefor, or by outside consultants.

Section 2. Establishment of Commission.

A. **Establishment of Rainier Cable Commission.** A joint advisory commission of the County of Pierce, and those Washington cities, towns and counties who become parties to this agreement is hereby established to serve as an advisory body to the Members, to be know as the "Rainier Cable Commission" and hereafter referred to as the "Commission."

B. **Functions of Commission.** The functions of the Commission shall be as follows:

1. Endeavor through research and cooperation with a wide spectrum of public and private entities to develop expertise in the cable television field, and share this expertise and information with its members. This endeavor shall include but is not limited to research on the magnitude of non-competitive cable service being provided, any failure of television cable companies to comply with the terms of their franchise agreements, the effect thereof, and the development of recommended strategies that will foster the providing of state-of-the-art cable services at the lowest price to users, which strategies may include municipal ownership and operation.

2. Develop and maintain a central data bank and make available expert advice to each Member on cable television matters.

3. Study and advise each Member regarding an exercise of that jurisdiction's cable television franchise powers and advise and assist in the preparation and enforcement of franchises and related agreements or ordinances upon request.

4. Take specific action on behalf of individual Members as authorized or to recommend specific actions for individual Members to take in regard to the provision of cable television services and to the regulation and oversight of cable television activities and operators.

5. Provide a forum for intercommunication and consultation among the Members and to provide an opportunity for joint sharing of the expenses, data, expertise, experience, and plans of each of the Members on cable television matters.

6. If requested by a Member, provide, through staff or consultations to be made available under this Agreement, for the soliciting, reviewing and analyzing of cable television proposals, modifications, transfers and renewals and for negotiating the proposed franchise terms with applicants, and for other actions relating to monitoring and enforcing cable operator compliance with cable franchise and related agreements.

7. Provide advice and recommendations as to agreements between Members for the production of programming for public and municipal purposes.

8. Provide information and advice to Members in regard to the obligation of cable operators under federal, state and local laws.

9. Prepare a model cable television ordinance and franchise agreement for consideration by each of the local jurisdictions and provide a means for the local jurisdictions to act jointly on cable television matters.

10. Recommend to the respective Members the manner in which supporting staff for the Commission should be provided, and make recommendations from time to time as to the employment of outside consultants in the providing of expert and technical services to Members.

11. Perform such other duties and functions as prescribed by this Agreement.

C. **Representation.** Representation on the Commission shall consist of the following:

1. Two persons appointed by Pierce County, one selected by the Pierce County Executive and one by the Pierce County Council.

2. One person each appointed by the governing body of each city or town in Pierce County or other Washington city, town or county which has executed this agreement.

3. Each representative may select respective alternate representatives who may attend all meetings and shall in the absence of the primary representative. Each representative shall have one vote on any decision made by the Commission.

4. The appointment of a person to the Commission shall be effective after the appointing authority shall have (1) adopted a resolution or ordinance authorizing execution of this agreement; (2) adopted a resolution or ordinance appointing such person or persons to the Commission; and (3) delivered a copy of such resolutions or ordinances to the other Members along with a copy of this agreement executed by the government's proper officer(s) pursuant to authority conferred by its governing body.

D. **Term of Office of Representatives.** The term of office of the representatives of the Commission shall be for two years and representatives may be reappointed in the discretion of the appointing jurisdiction. At the expiration of a term, a representative may continue to serve until a successor is appointed and assumes the duty of office. Only those jurisdictions which have executed this agreement representatives to the Commission or receive any of the services provided hereunder.

E. **Termination of Membership.** The term of any representative of the Commission shall automatically terminate upon the lapse or termination of this agreement as to the jurisdiction appointing such representative. Any Commission representative appointed may be removed prior to the expiration of the representative's term by majority vote of the legislative body of the appointing authority. Vacancies on the Commission shall be filled by the applicable appointing authority for the unexpired term.

F. **Meetings of the Commission.** Meetings of the Commission shall be conducted in compliance with the Washington State Open Public Meetings Act (RCW 42.30) as applicable. The Commission shall establish a regular time and place of meeting and shall hold at least six regular meetings a year. Special meetings of the Commission may be called at any time, subject to the requirements of applicable law and the procedures adopted by the Commission. The Commission shall adopt by-laws as soon as possible after its first organizational meeting, which shall, at minimum, specify the following:

1. The frequency of regular meetings;

2. The methods and manner of calling special meetings;

3. The method, term and manner of election of officers;

4. The definition of a quorum; and

5. The designation of the depository and official custodian of the minutes and records of the Commission.

G. **President and Vice President of the Committee.** The Commission shall elect one of its representatives president and one of its representatives vice president. Each shall hold office for one year until his/her successor is elected, unless his/her term as a representative of the Commission sooner expires. The president and vice president shall be elected at the first meeting of the Commission in 1992, and thereafter election shall take place at the last regularly scheduled meeting of each year. In the absence or inability of the president to perform his/her duties as president, the vice president is authorized in his/her stead to perform and carry out all the duties and obligations of the office of president.

H. **Organization and Procedure.** The Commission may make and alter any rules and regulations governing its organization and procedures not inconsistent with this agreement and applicable law. A majority vote of the representatives present will be required to take any action. The Commission shall keep an accurate record of its proceedings and transactions and shall submit an annual report to each Member. All minutes of the Commission meetings shall be filed with the Commission. Copies of the minutes shall be transmitted to each Member to the attention of the office or individual, as directed in writing by each Member.

Section 3. Duration and Termination of Agreement.

A. **Duration.** This agreement shall continue until terminated by unanimous consent of the Members, and any Member may terminate as to its interest at any time as below provided.

B. Any Member will have the right to withdraw from its Agreement by giving written notice to the Commission President and the chief administrative officers of all other Members six months prior to the date of withdrawal.

C. Withdrawal will not absolve the withdrawing Member of its responsibility for meeting financial and other obligations which exist as to such member at the time of withdrawal. If such notice is received after January 1 in the year in which the notice is given, the withdrawing Member shall remain obligated to pay its fees for the ensuing year, and shall not be entitled return of any fee paid.

D. Upon termination of this agreement by unanimous consent of its Members, any money or asset derived from the payment of basic dues or other fees under this Agreement and held by the City (or other legal entity authorized by the Members to hold such money or assets) shall, after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, be returned to all contributing governments (who are Members at the time of such termination) in proportion to their assessment determined at the time of termination.

Section 4. Funding.

A. **Basic Fees/Assessments.** Each Member subscribing to this agreement agrees to pay an annual basic fee or assessment (hereafter referred to as "basic dues") for the benefits to be provided hereunder one-half of one percent (0.5%) of the cable television franchisee's gross revenues against which cable fees are assessed by that Member. Basic dues may be amended from time to time by agreement of the Members to this Agreement. At least one-half of the annual basic dues shall be paid on or before July 5 of each year that this agreement is in effect. The annual period for which such annual basic dues are payable shall be from January 1 to December 31 of each year. During the initial year of this Agreement and during the first year a governmental entity becomes a Member under this Agreement, the annual basic dues shall be prorated (1/12 of the annual basic dues per month and 1/30 of the monthly amount per day as to a partial month) based on the remaining months in the annual period in which such government entity becomes a Member under this Agreement. The right of a Member to receive benefits under this agreement and to remain in a party hereto is conditioned upon timely payment of the basic dues.

B. **Calculation of Assessments.** The Commission shall develop guidelines pertaining to the calculation of the basic dues and the providing of appropriate documentation and supporting information to be submitted by members in evidencing that the basic dues have been correctly calculated and paid. In the event of a dispute as to the correct amount of the basic dues payable by a Member, unless objected to by the legislative body of such Member, the Commission shall sit as a board of arbitration to render a decision as to the Basic Dues payable by such Member with the decision rendered to be final and binding.

C. **Deposit Into Fund.** A special fund (hereafter called the "Rainier Cable Commission Fund" or the "Fund") shall be created by the County of Pierce into which shall be deposited (1) all revenues for basic dues, (2) interest, late charges and income from investment of Fund deposits, (3) gifts and donations to the Fund, and (4) restitution monies for expenditures made from the Fund and reimbursement due to the Fund.

D. **Expenditures.**

1. Expenditures from the Fund shall be used exclusively for the purposes specified in the Agreement and as authorized and set forth in the approved budget.

2. On or before August 15 of each year the Commission shall approve and submit a statement of the proposed programs, services and activities to be funded from monies in the Fund, and the expenditures to be made therefor in the proposed budget for the ensuing fiscal year (January 1 through December 31) and, upon appropriation of the funds by the Pierce County Council, expenditures shall be made from the Fund for the programs, services, and activities as authorized by the Agreement in accordance with the approved budget. Approval of the budget by the Commission will require an affirmative vote of a majority of the representatives of

the Commission and, also of those Commission representatives who collectively represent governmental jurisdictions who will be responsible for at least seventy percent (70%) of the basic dues to be paid for the ensuing fiscal year. Pierce County shall be entitled to reimbursement on a monthly basis from the Fund of its actual and reasonable costs incurred in the administration of the Fund and the collection of basic dues from Members. The amount of such reimbursement shall not exceed the maximum allowable amount therefor as set forth in the approved budget. Pierce County will maintain appropriate records supporting the costs incurred by Pierce County which are to be reimbursed from the Fund.

3. When approved by the Commission, revisions may be made to the budget, which revisions to the budget shall be made by Pierce County in accordance with the fiscal and budget laws and procedures applicable to Pierce County for budget revisions as to the expenditures of County funds. Approval of budget revisions by the Commission will require the same affirmative vote as is required for approval of the budget.

E. **Surplus Funds.** Unexpended and unencumbered funds remaining in the Fund at the end of the year will be either (1) reserved as an contingency amount; (2) included in next year's budget; or (3) returned to the Members based on the proportional amount of funding provided by the Members for that year.

F. **Property.** All items of personal property which are purchased by the City or other Member, the cost of which is reimbursed or paid with moneys from the Fund, shall, if not consumed in the proper and ordinary course of carrying out the authorized activities and services under this agreement, be the joint property of the Members to be disposed of upon termination of this Agreement as provided by Subsection 3.D of this Agreement, or with the consent of the Commission to be sold by the Member authorized to hold such property with the sale to be conducted in accordance with the requirements and procedures applicable to that Member for the sale of similar property, and with the proceeds of the sale to be deposited in the Fund after deduction of any reasonable expenses incurred in consummating the sale.

Section 5. Other Changes.

If requested by the Commission or by any Member, and with the approval of the legislative authorities of all Members, the following changes will be implemented:

A. Changes in the amount of basic dues and the time of payment;

B. Changes in the budget;

C. Designation of a different governmental entity as the depository for the Rainier Cable Commission Fund and to provide appropriation and administration of expenditures from the Fund;

D. Such other changes or activities as the Members determine are appropriate in light of the purpose and objectives of this Agreement

Section 6. Release of Liability.

It is acknowledged and agreed that the Members to this Agreement are undertaking a joint and cooperative effort to advance a common goal, and that no Member shall be liable to any other Member for the negligent acts or omissions of any such Member or its respective officers or employees by reason of activities undertaken pursuant to this Agreement, and, accordingly, each Member hereby releases any other Member and such Members, officers, and employees from any liability for negligent acts or omissions in the carrying out of any activity in connection with or arising out of this Agreement.

Section 7. Prohibited Payments or Gifts.

No representative on the Commission and no officer or employ of any Member to this agreement who exercises any function or responsibility in performing or the carrying out of any of the services or activities to be provided under this Agreement shall knowingly accept for his or her personal use or gain (or for the personal use or gain of any such person's family or relative) anything of value from any person representing or acting on behalf of any private television cable company, including but not limited to meals, travel, lodging, entertainment, tickets to any event, flowers, candy or anything having any value whatsoever. Any person violating this provision shall not be allowed to continue serving as a representative on the Commission or to provide any services under this agreement.

Section 8. General Terms.

A. **Severability.** The terms of this agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

B. **Interpretation.** The terms and provisions of this agreement shall be liberally construed to accomplish the purposes intended.

IN WITNESS WHEREOF, this Agreement has been executed by each party subscribing to membership, as indicated on the signature page affixed to this document.

SIGNATURE PAGE

Joinder in Interlocal Cable Television and
Communications Services Cooperation Agreement
(Rainier Communications Commission)

The undersigned jurisdiction, pursuant to resolution or ordinance of its governing body, agrees to the creation of the Rainier Communications Commission and agrees to the terms and conditions of the "Interlocal Cable Television and Communications Services Cooperation Agreement" as set forth in the document to which this signature is attached.

DATED at _____, Washington, this _____ day of _____, 2003.

APPROVED:

_____
(Name of Jurisdiction)

By: _____

Its: _____

Attest:

_____

APPROVED AS TO FORM:

_____
City Attorney

From: Bill Oltman
To: Giselle Kamieniecki
Date: 2/23/04 4:15PM
Subject: Re: Resolution R2003-116 (Interlocal Cable TV & Comm Sevices Coop Agreement)

Giselle,
All members have passed a resolution amending the interlocal agreement that forms the RCC. The resolutions are on file with the local jurisdictions. Those that did pass the resolution and are now members include:

Pierce County
Bonney Lake
Carbonado
DuPont
Edgewood
Fife
Milton
Orting
Puyallup
Ruston
Steilacoom
Sumner
University Place
Wilkeson

Bill Oltman
Director, Rainier Communications Commission
(253) 589-6006

SOURCE DOCUMENT

WEB: http://
www.rcc.pierce.wa.us

[redacted]

Rainier Communications Commission

Members

- Bonney Lake
- Carbonado
- DuPont
- Edgewood
- Fife
- Milton
- Orting
- Pierce County
- Puyallup
- Ruston
- South Prairie
- Steilacoom
- Sumner
- Tacoma
- University Place
- Wilkeson

4400 Steilacoom Blvd. SW
Lakewood, Washington
98499-4002

(253)-589-5878
FAX: (253)-589-5876
E-Mail:
RCC@ci.tacoma.wa.us

Date: May 12, 2003

To: Member Jurisdictions

From: Bill Oltman

Re: Interlocal agreement

- The Rainier Communications Commission wishes to amend the interlocal agreement under which it operates.
- These amendments will result in the City of Tacoma's membership being a non-funding and non-voting status.
- Any such amendment requires unanimous consent from participating member jurisdictions.
- Earlier attempts for broader amendments to the interlocal agreement have failed to receive unanimous consent.
- The following changes are included in the Resolution:

1. Add a paragraph on page one that reads: WHEREAS, the City of Tacoma, having its own internal cable and telecomm administration, regulation and programming functions duplicative of the functions of the Commission, wishes to modify the terms of its membership to a non-funding and non-voting status; and
2. Delete in Section 1: "and in the scope of service to be provided by the City of Tacoma, by either Members"
3. Delete in Section 2(A): "the City of Tacoma"
4. Delete in Section 2(C): "Two persons appointed by the Mayor of Tacoma and confirmed by the Tacoma City Council."
5. Delete in Section 2(H): "Tacoma City Clerk or such other depository as approved by the"
   And
   "Commission Administration. The Tacoma

City Manager, with the advice and consent of the Commission, shall appoint an officer or employee of Tacoma as an administrative officer of the Commission to provide clerical and other assistance to the Commission in carrying out its functions."

6. Delete Section 5: Services by City of Tacoma
7. Delete Section 6: Services by other Members

COPY

B

SOURCE DOCUMENT

FILE NO. 80A/51 PROPOSAL NO. RESOLUTION

Sponsored by Councilmember Cathy Pearsall-Stipek

RESOLUTION NO. R92-119

A RESOLUTION OF THE PIERCE COUNTY COUNCIL APPROVING AND AUTHORIZING THE EXECUTIVE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR THE ADMINISTRATION OF CABLE TELEVISION FRANCHISES AND CREATING THE RAINIER CABLE COMMISSION.

WHEREAS, the Pierce County Council finds it to be in the best interest of the public to enter into an Interlocal Agreement with cities, towns, and counties within the State of Washington for the purpose of administrating cable television franchises; and

WHEREAS, RCW Chapter 39.34, the Interlocal Cooperation Act, authorizes the formation of such a commission; NOW, THEREFORE,

BE IT RESOLVED by the Council of Pierce County:

Section 1. The Interlocal Cooperation Agreement for the administration of cable television franchises and creating the Rainier Cable Commission, as set forth in Exhibit "A", attached hereto and made a part hereof by this reference, is hereby approved and the Executive is authorized to execute it on behalf of Pierce County.

PASSED this 25th day of August, 1992.

ATTEST:

Sandy Bassett, Acting
Clerk of the Council

PIERCE COUNTY COUNCIL
Pierce County, Washington

Council Chair

Approved As To Form Only:

Roger J. Minner
Chief Civil Deputy
Prosecuting Attorney

EXHIBIT "A" TO R92-119

RAINIER CABLE COMMISSION

INTERLOCAL CABLE TELEVISION
AND COMMUNICATION SERVICES COOPERATION AGREEMENT

This document sets forth the general terms and conditions which are to be incorporated in and become a part of the agreement between the local jurisdictions electing to participate and become a party hereto.

WHEREAS each party signing this Agreement has the authority and responsibility to issue and oversee cable television franchise agreements; and

WHEREAS appropriate measures should be taken at all levels of government that will have as their goals the expansion and providing of the best cable television service at the lowest rates to users; the implementation and adoption of strategies that will foster full competition in all market areas within cities and towns and throughout Pierce County, and that will encourage development of new networks, expansion of channel capacity and the implementation of new technology to make available better and more diverse services to users; and

WHEREAS each party joining in this Agreement wishes to cooperate with other governments and thereby to provide its citizens the best possible cable television oversight, regulation, and community programming services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of cable television in its respective community; and

WHEREAS it is apparent that Pierce County and the cities and towns in the County need to pool information and resources in order to more effectively deal with issues pertaining to cable television and that the creation of the Rainier Cable Commission as an advisory cable television commission is an appropriate mechanism to assist the parties in undertaking such a cooperative effort;

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it hereby agreed as follows:

THIS AGREEMENT is made by and between the undersigned governmental entities (hereafter referred to as "Parties," "Members," or "Local Jurisdictions"). This Agreement is made pursuant to the Interlocal Cooperation Act, RCW 39.34, et seq., and the General Laws of the State of Washington. This Agreement shall take effect upon the date of its filing with the Secretary of State in accordance with the provisions of RCW 39.34.040, after the Agreement has been executed by at least two Local Jurisdiction Members.

Section 1. General Purpose.

The purpose of this Agreement is for the participating parties (hereafter referred to as "Parties, Members or Local Jurisdictions") to cooperate in developing and sharing expertise and information related to cable television; the negotiation and obtaining of franchise and other agreements with cable television companies which will best serve the public interest; the planning and development of shared use of communication systems between members; and to advise Members regarding public, education and municipal communication services, including video, voice and data services on the cable systems serving the Local Jurisdiction Members; the establishment of a mechanism and process for funding; and the creation of an advisory commission ("Rainier Cable Commission") to assist and provide guidance in the implementation of the purposes of this agreement, in the allocation of funding therefor, and in the scope of services to be provided by the City of Tacoma, by other Members, or by outside consultants.

Section 2. Establishment of Commission.

A. Establishment of Rainier Cable Commission. A joint advisory commission of the City of Tacoma, the County of Pierce, and of those Washington cities, towns and counties who become parties to this agreement is hereby established to serve as an advisory body to the Members, to be known as the "Rainier Cable Commission" and hereafter referred to as the "Commission."

B. Functions of Commission. The functions of the Commission shall be as follows:

1. Endeavor through research and cooperation with a wide spectrum of public and private entities to develop expertise in the cable television field, and share this expertise and information with its members. This endeavor shall include but is not limited to research on the magnitude of non-competitive cable service being provided, any failure of television cable companies to comply with the terms of their franchise agreements, the effects thereof, and the development of recommended strategies that will foster the providing of state-of-the-art cable services at the lowest price to users, which strategies may include municipal ownership and operation.

2. Develop and maintain a central data bank and make available expert advice to each Member on cable television matters.

3. Study and advise each Member regarding an exercise of that jurisdiction's cable television franchise powers and advise and assist in the preparation and enforcement of franchises and related agreements or ordinances upon request.

4. Take specific action on behalf of individual Members as authorized or to recommend specific actions for individual Members

to take in regard to the provision of cable television services and to the regulation and oversight of cable television activities and operators.

5. Provide a forum for intercommunication and consultation among the Members and to provide an opportunity for joint sharing of the expenses, data, expertise, experiences and plans of each of the Members on cable television matters.

6. If requested by a Member, provide, through staff or consultants to be made available under this Agreement, for the soliciting, reviewing and analyzing of cable television proposals, modifications, transfers and renewals and for negotiating the proposed franchise terms with applicants, and for other actions relating to monitoring and enforcing cable operator compliance with cable franchises and related agreements.

7. Provide advice and recommendations as to agreements between Members for the production of programming for public and municipal purposes.

8. Provide information and advice to Members in regard to the obligation of cable operators under federal, state and local laws.

9. Prepare a model cable television ordinance and franchise agreement for consideration by each of the local jurisdictions and provide a means for the local jurisdictions to act jointly on cable television matters.

10. Recommend to the respective Members the manner in which supporting staff for the Commission should be provided, and make recommendations from time to time as to the employment of outside consultants in the providing of expert and technical services to Members.

11. Perform such other duties and functions as prescribed by this Agreement.

C. Representation. Representation on the Commission shall consist of the following:

1. Two persons appointed by the Mayor of Tacoma and confirmed by the Tacoma City Council.

2. Two persons appointed by Pierce County, one selected by the Pierce County Executive and one by the Pierce County Council.

3. One person each appointed by the governing body of each city or town in Pierce County or other Washington city, town or county which has executed this agreement.

4. Each representative may select respective alternate representatives who may attend all meetings and shall act in the absence of the primary representative. Each representative shall have one vote on any decision made by the Commission.

5. The appointment of a person to the Commission shall only be effective after the appointing authority shall have (1) adopted a resolution or ordinance authorizing execution of this agreement; (2) adopted a resolution or ordinance appointing such person or persons to the Commission; and (3) delivered a copy of such resolutions or ordinances to the other Members along with a copy of this agreement executed by the government's proper officer(s) pursuant to authority conferred by its governing body.

D. Term of Office of Representatives. The term of office of the representatives of the Commission shall be for two years and representatives may be reappointed in the discretion of the appointing jurisdiction. At the expiration of a term, a representative may continue to serve until a successor is appointed and assumes the duty of office. Only those jurisdictions which have executed this agreement may appoint representatives to the Commission or receive any of the services provided hereunder.

E. Termination of Membership. The term of any representative of the Commission shall automatically terminate upon the lapse or termination of this agreement as to the jurisdiction appointing such representative. Any Commission representative appointed may be removed prior to the expiration of the representative's term by majority vote of the legislative body of the appointing authority. Vacancies on the Commission shall be filled by the applicable appointing authority for the unexpired term.

F. Meetings of the Commission. Meetings of the Commission shall be conducted in compliance with the Washington State Open Public Meetings Act (RCW 42.30) as applicable. The Commission shall establish a regular time and place of meeting and shall hold at least six regular meetings a year. Special meetings of the Commission may be called at any time, subject to the requirements of applicable law and the procedures adopted by the Commission. The Commission shall adopt by-laws as soon as possible after its first organizational meeting, which shall, at a minimum, specify the following:

1. The frequency of regular meetings;

2. The methods and manner of calling special meetings;

3. The method, term and manner of election of officers;

4. The definition of a quorum; and

5. The designation of the depository and official custodian of the minutes and records of the Commission.

G. President and Vice President of the Commission. The Commission shall elect one of its representatives president and one of its representatives vice president. Each shall hold office for one year until his/her successor is elected, unless his/her term as a representative of the Commission sooner expires. The president and vice president shall be elected at the first meeting of the Commission in 1992, and thereafter election shall take place at the last regularly scheduled meeting of each year. In the absence or inability of the president to perform his/her duties as president, the vice president is authorized in his/her stead to perform and carry out all the duties and obligations of the office of president.

H. Organization and Procedure. The Commission may make and alter any rules and regulations governing its organization and procedures not inconsistent with this agreement or any applicable law. A majority vote of the representatives present will be required to take any action. The Commission shall keep an accurate record of its proceedings and transactions and shall submit an annual report to each Member. All minutes of the Commission meetings shall be filed with the Tacoma City Clerk or such other depository as approved by the Commission. Copies of the minutes shall be transmitted to each Member to the attention of the office or individual, as directed in writing by each Member.

I. Commission Administration. The Tacoma City Manager, with the advice and consent of the Commission, shall appoint an officer or employee of Tacoma as an administrative officer of the Commission to provide clerical and other assistance to the Commission in carrying out its functions.

Section 3. Duration and Termination of Agreement.

A. Duration. This Agreement shall continue until terminated by unanimous consent of the Members, and any Member may terminate as to its interest at any time as below provided.

B. Any Member will have the right to withdraw from this Agreement by giving written notice to the Commission President and the chief administrative officers of all other Members six months prior to the date of withdrawal.

C. Withdrawal will not absolve the withdrawing Member of responsibility for meeting financial and other obligations which exist as to such member at the time of withdrawal. If such notice is received after January 1 in the year in which the notice is given, the withdrawing Member shall remain obligated to pay its fees for the ensuing year, and shall not be entitled to a return of any fee paid.

D. Upon termination of this Agreement by unanimous consent of its Members, any money or asset derived from the payment of basic dues or other fees under this Agreement and held by the City (or other legal entity authorized by the Members to hold such money or assets) shall, after payment

of all liabilities, costs, expenses and charges validly incurred under this Agreement, be returned to all contributing governments (who are Members at the time of such termination) in proportion to their assessment determined at the time of termination.

Section 4. Funding.

A. Basic Fees/Assessments. Each Member subscribing to this agreement agrees to pay an annual basic fee or assessment (hereafter referred to as "basic dues") for the benefits to be provided hereunder of one-half of one percent (0.5%) of the cable television franchisee's gross revenues against which cable fees are assessed by that Member. Basic dues may be amended from time to time by agreement of the Members to this Agreement. At least one-half of the annual basic dues shall be paid on or before January 5, and the remaining portion shall be paid on or before July 5 of each year that this agreement is in effect. The annual period for which such annual basic dues are payable shall be from January 1 to December 31 of each year. During the initial year of this Agreement and during the first year a governmental entity becomes a Member under this Agreement, the annual basic dues shall be prorated (1/12 of the annual basic dues per month and 1/30 of the monthly amount per day as to a partial month) based on the remaining months in the annual period in which such governmental entity becomes a Member under this Agreement. The right of a Member to receive benefits under this agreement and to remain a party hereto is conditioned upon timely payment of the basic dues.

B. Calculation of Assessments. The Commission shall develop guidelines pertaining to the calculation of the basic dues and the providing of appropriate documentation and supporting information to be submitted by members in evidencing that the basic dues have been correctly calculated and paid. In the event of a dispute as to the correct amount of the basic dues payable by a Member, unless objected to by the legislative body of such Member, the Commission shall sit as a board of arbitration to render a decision as to the Basic Dues payable by such Member with the decision rendered to be final and binding.

C. Deposit Into Fund. A special fund (hereafter called the "Rainier Cable Commission Fund" or the "Fund") shall be created by the County of Pierce into which shall be deposited (1) all revenues for basic dues, (2) interest, late charges and income from investment of Fund deposits, (3) gifts and donations to the Fund, and (4) restitution monies for expenditures made from the Fund and reimbursement due to the Fund.

D. Expenditures.

1. Expenditures from the Fund shall be used exclusively for the purposes specified in this Agreement and as authorized and set forth in the approved budget.

2. On or before August 15 of each year, the Commission shall approve and submit a statement of the proposed programs, services and activities to be funded from monies in the Fund, and the expenditures to be made therefor in the proposed budget for the ensuing fiscal year (January 1 through December 31) and, upon appropriation of the funds by the Pierce County Council, expenditures shall be made from the Fund for the programs, services and activities as authorized by this Agreement in accordance with the approved budget. Approval of the budget by the Commission will require an affirmative vote of a majority of the representatives of the Commission and, also, of those Commission representatives who collectively represent governmental jurisdictions who will be responsible for at least seventy percent (70%) of the basic dues to be paid for the ensuing fiscal year. Pierce County shall be entitled to reimbursement on a monthly basis from the Fund of its actual and reasonable costs incurred in the administration of the Fund and the collection of basic dues from Members. The amount of such reimbursement shall not exceed the maximum allowable amount therefor as set forth in the approved budget. Pierce County will maintain appropriate records supporting the costs incurred by Pierce County which are to be reimbursed from the Fund.

3. When approved by the Commission, revisions may be made to the budget, which revisions to the budget shall be made by Pierce County in accordance with the fiscal and budget laws and procedures applicable to Pierce County for budget revisions as to the expenditure of County funds. Approval of budget revisions by the Commission will require the same affirmative vote as is required for approval of the budget.

E. Surplus Funds. Unexpended and unencumbered funds remaining in the Fund at the end of the year will be either (1) reserved as an contingency amount; (2) included in next year's budget; or (3) returned to the Members based on the proportional amount of funding provided by the Members for that year.

F. Property. All items of personal property which are purchased by the City or other Member, the cost of which is reimbursed or paid with moneys from the Fund, shall, if not consumed in the proper and ordinary course of carrying out the authorized activities and services under this agreement, be the joint property of the Members to be disposed of upon termination of this Agreement as provided by Subsection 3.D of this Agreement, or with the consent of the Commission to be sold by the Member authorized to hold such property with the sale to be conducted in accordance with the requirements and procedures applicable to that Member for the sale of similar property, and with the proceeds of the sale to be deposited in the Fund after deduction of any reasonable expenses incurred in consummating the sale.

Section 5. Services by City of Tacoma.

A. Basic Services. In consideration of the payment as herein provided, Tacoma will provide the following basic services to the Members to the extent sufficient funds have been made available in the Rainier Cable Commission Fund and are appropriated for such purpose:

1. Provide with the advice and consent of the Commission a secretary and clerical support staff to the Commission.

2. Provide office space, janitorial services, maintenance, telephone, furniture, miscellaneous equipment, office supplies, periodical and trade publications, and related items as necessary to carry out the purposes of this Agreement.

3. Provide Tacoma city staff and/or contracted special-project employees as assigned by the Tacoma City Manager with the advice and consent of the Commission to:

i. Assist Members in contract negotiations.

ii. Coordinate cable system(s) interconnection.

iii. Assist in liaison activities with the public, other agencies, and private entities.

iv. Answer citizen questions and complaints.

v. Assist Members in assessing their needs and implementing communication services (cable-video) to meet those needs.

vi. Coordinate Member information to be cablecast.

vii. Coordinate videotape production via cable operators through franchise agreements.

viii. Serve as production liaison with the City of Tacoma for in-house, interdepartmental, or cooperative City/County projects, including video, voice and data services, on the cable systems serving the Members.

4. Outside Consultants/Technical Support. If authorized by the approved budget, the City of Tacoma (acting through the City Manager for contracts under $25,000 and with City Council approval for contracts over $25,000) will, with the advice and consent of the Commis-

sion, retain outside consultants to assist in the functions of the Commission and in accomplishing the objectives and purposes of this Agreement.

5. Extra Services. The City of Tacoma will provide additional services or make available special use of its communication facilities upon request of a Member in accordance with the terms and conditions of a separate agreement between the City of Tacoma and such Member.

B. Payments to City/In-kind Contributions.

1. Payment of Costs. The City of Tacoma will be entitled to payment on a monthly basis from the Fund of its actual costs incurred in the providing of the facilities, services, and activities as provided under this Agreement. Tacoma will maintain appropriate records supporting the incurred costs, which are to be paid from moneys in the Fund, and will submit invoices together with supporting evidence and information as may be reasonably required by Pierce County (or other Member having custody and control of the Fund), for payment of costs incurred under this Agreement. Every reasonable effort shall be made to make the requested payment within thirty days from receipt of the invoice.

2. In-Kind Services. It is agreed that in lieu of paying basic dues under this Agreement, the City of Tacoma will not charge for a portion of the costs or value of the facilities, services and activities which are provided by Tacoma in furtherance of the purposes of this Agreement, which costs or value thereof shall be approximately equal, on an annual basis to the annual basic dues which Tacoma would pay under Section 4 of this Agreement if Tacoma were required to make such payment. Tacoma will provide a descriptive and projected cost/value of such in-kind contribution for review by the Commission and for inclusion in the annual budget to be approved for the ensuing year.

Section 6. Services by Other Members.

A. Support Staff/Outside Consultants. If requested by the Commission and with the consent of the Chief Administrative officers of all Members, the Chief Administrative officer of another Member may appoint one of that Member's officers or employees to act as Secretary of the Commission in replacement of any Commission secretary previously appointed. If requested by the Commission and consented to by the chief administrative officers of all Members, other services and staff being provided by Tacoma or the administration of contracts for outside consultants being provided by Tacoma may (in whole or in part) be provided by any other Member to this agreement. The Member providing such staff or services will be entitled to payment of its actual costs incurred from the Fund in the manner as provided for payment of costs incurred by the City of Tacoma as hereinabove provided.

Section 7. Other Changes.

If requested by the Commission or by any Member, and with the approval of the legislative authorities of all Members, the following changes will be implemented:

A. Changes in the amount of basic dues and the time of payment;

B. Changes in the budget;

C. Designation of a different governmental entity as the depository for the Rainier Cable Commission Fund and to provide appropriation and administration of expenditures from the Fund;

D. Such other changes or activities as the Members determine are appropriate in light of the purposes and objectives of this Agreement.

Section 8. Release of Liability.

It is acknowledged and agreed that the Members to this Agreement are undertaking a joint and cooperative effort to advance a common goal, and that no Member shall be liable to any other Member for the negligent acts or omissions of any such Member or its respective officers or employees by reason of activities undertaken pursuant to this Agreement, and, accordingly, each Member hereby releases any other Member and such Members, officers and employees from any liability for negligent acts or omissions in the carrying out of any activity in connection with or arising out of this Agreement.

Section 9. Prohibited Payments or Gifts.

No representative on the Commission and no officer or employ of any Member to this Agreement who exercises any function or responsibility in performing or the carrying out of any of the services or activities to be provided under this Agreement shall knowingly accept for his or her personal use or gain (or for the personal use or gain of any such person's family or relative) anything of value from any person representing or acting on behalf of any private television cable company, including but not limited to meals, travel, lodging, entertainment, tickets to any event, flowers, candy or anything having any value whatsoever. Any person violating this provision shall not be allowed to continue serving as a representative on the Commission or to provide any services under this agreement.

Section 10. General Terms.

A. Severability. The terms of this agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

B. Interpretation. The terms and provisions of this agreement shall be liberally construed to accomplish the purposes intended.

IN WITNESS WHEREOF this Agreement has been executed by each party subscribing to membership, as indicated on the signature page affixed to this document.

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