



## Rainier Connect North, LLC Cable TV Franchise Agreement

City of Tacoma | Media & Communications Office

**December 10, 2019**

**Ordinance # 28650**

## Section 1 Definitions



(Previous)

1.16 "Effective Date" means the date of execution of this Franchise by Franchisee, which shall occur no more than thirty (30) Days following the date of adoption of this Franchise by the City.

(New)

Section 1.16 "Effective Date" means the date of transfer of operational control pursuant to the terms and conditions of the Click! Business Transaction Agreement effective November 8, 2019, and approved by the City Council pursuant to Resolution No. 40468, which date shall occur no more than one hundred twenty (120) Days following the date of adoption of this Franchise by the City, unless a different date is mutually agreed to by the parties in writing.

## Section 12.4 Franchisee Insurance



### 12.4 Franchisee Insurance.

- A. During the course and performance of the services herein specified, Franchisee shall at all times comply with the insurance requirements in the City Code, including Title 16A, as may be amended from time to time.
- B. Failure by City to identify a deficiency in the insurance documentation provided by Franchisee or failure of City to demand verification of coverage or compliance by Franchisee with these insurance requirements shall not be construed as a waiver of Franchisee's obligation to maintain such insurance.
- C. The insurance requirements form is available on Risk Management website at <https://www.cityoftacoma.org/cms/one.aspx?portalId=169&pageId=23352>.
- D. Franchisee shall maintain, throughout the term of the Franchise, adequate insurance insuring Franchisee, its officers, employees, and agents, to protect the City, its trustees, elected and appointed officers, agents, and employees against claims and damages that may arise as a result of the construction, operation or repair of the Cable System.

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## Section 13.10 Effective Date



(Previous)

13.10 Effective Date. This Ordinance shall be effective thirty (30) Days after its publication. Provided, however, that if Franchisee does not accept this Franchise pursuant to Section 2.2 and comply with all conditions for such acceptance set forth therein within thirty (30) Days after passage of this Franchise, the grant of the Franchise to Franchisee shall be null and void.

(New)

13.10 Effective Date. This Ordinance shall be effective on the Effective Date. Provided, however, that if Franchisee does not accept this Franchise pursuant to Section 2.2 and comply with all conditions for such acceptance set forth therein, the grant of the Franchise to Franchisee shall be null and void.

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## Section 2.2 Acceptance



### 2.2 Acceptance of Franchise.

A. Franchisee shall execute and return to the City three (3) original countersigned copies of this Franchise together with all required documents and payments as set forth in this Section 2.2 within thirty (30) Days after the date of passage of the ordinance by the City Council. The countersigned ordinance and acceptance shall be returned to the City accompanied by the required evidence of insurance; a payment for publication costs; billable work order deposit, if one is not already in place; letter of credit; or any required security deposit. The Franchise rights granted herein shall not become effective until all of the foregoing are received in acceptable form. In the event Franchisee fails to submit the countersigned ordinance and acceptance as provided for herein, or fails to provide the required accompanying documents and payments, within the time limits set forth in this section, the grant of the Franchise shall be null and void.

B. By this acceptance, Franchisee does not waive its rights to challenge the lawfulness or enforceability of any provision of Applicable Law.

## Section 2.2 Acceptance



### 2.2 Acceptance of Franchise.

C. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise 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.