

GWINNETT COUNTY

CABLE AND VIDEO SERVICE ORDINANCE

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CHAPTER 22
AN ORDINANCE TO AMEND THE GWINNETT COUNTY CODE BY REPEALING
AND RECREATING CHAPTER 22 OF THE GWINNETT COUNTY CODE OF
ORDINANCES, RELATING GENERALLY TO FRANCHISING AND REGULATION
OF SYSTEMS DELIVERING CABLE AND VIDEO SERVICES.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of the County of Gwinnett, Georgia, that Chapter 22 of the Gwinnett County Code of Ordinances is repealed and recreated in its entirety, to read as follows:

22-01. SHORT TITLE; FINDINGS AND PURPOSE, SCOPE, DEFINITIONS

22-01.01 Short Title

This Ordinance shall be known as the Gwinnett County cable and video service ordinance.

22-01.02 Findings and Purpose

(A) The Board of Commissioners finds and declares that it is in the public interest to promote competitive choice of cable or video service providers to County residents by removing barriers to open and competitive markets, by granting multiple cable and video service franchises subject to fair competition pursuant to the terms of this Ordinance; and, to shorten the time required for an applicant to request and receive a cable service or video service franchise.

(B) Gwinnett County has authority under the Laws and Constitution of the State of Georgia, including but not limited to O.C.G.A. § 36-18-1 et seq.; O.C.G.A. § 36-76-1, et seq.; Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 521, et seq.; and, this Chapter to franchise and regulate cable systems and video service systems which use the Rights of Way.

22-01.03 Scope

The provisions of this Chapter shall apply to all users of the Rights of Way operating under an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to Title VI of the Communications Act of 1934, as amended, (47 U.S.C § 546), issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system , video system or open video system in public streets to deliver cable and video services, regardless of the technology employed.

22-01.04 Definitions

For the purposes of Chapter 22, the following terms, phrases, words, and their derivations have the meanings set forth herein. When not inconsistent with the context, words in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and

ordinary meaning. References hereafter to "Sections" are, unless otherwise specified, references to Sections in this Chapter. Defined terms remain defined terms whether or not capitalized whenever the context clearly indicates such intent.

(A) Wherever the term "Gwinnett County" or "County" is used herein, such term shall be construed to mean unincorporated Gwinnett County, Georgia; wherever the term county is used herein, in the context of a geographic area, it shall be construed to mean unincorporated Gwinnett County, Georgia.

(B) The term "affiliate" means any person who owns or controls, is owned or controlled by, or is under common ownership or control with grantee. For purposes of this definition, "owns" means an ownership interest of more than five percent

(C) The term "applicant" means any person who seeks to obtain, renew or transfer a franchise.

(D) The term "application" means the process and format, including all written communications, in whatever form, by which an applicant submits a request to obtain, renew or transfer a franchise.

(E) The term "Board" means the Board of Commissioners of Gwinnett County, Georgia

(F) The term "cable act" shall mean Title VI of the Communications Act of 1934, as amended.

(G) The term "cable service" means the one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service shall not include any video programming provided by a provider of commercial mobile service as defined in 47 U.S.C. Section 332(d) or video programming provided as part of and via a service that enable users to access content, information, e-mail, or other services offered over the public Internet.

(H) The term "cable operator" means any person or group of persons (i) who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system; or (ii) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.

(I) The term "cable system" means a nonbroadcast facility consisting of a set of closed transmission paths and associated generation, reception, transmission, and control equipment, under common ownership and control that distributes or is designed to distribute to multiple subscribers within a community cable service as defined herein. Such definition shall not include (i) a system that serves fewer than fifty (50) subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a

facility that serves only subscribers without using any public right-of-way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 U.S.C. § 201 et seq., except that such facility shall be considered a cable system 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; (v) any facilities of any electric utility used solely for operating its electric systems; (vi) any portion of a system that serves fewer than 50 subscribers in any locality, where such portion is a part of a larger system franchised in an adjacent locality; or (vii) an open video system that complies with § 653 of Title VI of the cable act, 47 U.S.C. § 573.

(J) The term “chairperson” shall mean the existing or succeeding Chief Executive Officer of the County, or his or her designee.

(K) The term “communications administrator” means the present or succeeding employee of Gwinnett County designated as the director of financial services, or his or her designee, who shall have the duties prescribed in this Chapter and otherwise prescribed by the Board.

(L) The term “customer” means subscriber or former subscriber.

(M) The term “FCC” or “Federal Communications Commission” means that Federal agency as presently constituted by the Communications Act of 1934, as amended, its designee, or any successor agency.

(N) The term “franchise” means an initial authorization or renewal of an authorization issued by Gwinnett County, regardless of whether the authorization is designated as a franchise, permit, license, resolution, contract, ordinance, certificate, agreement, or otherwise, that authorizes the construction or operation of a cable system or video service system or open video system in the public rights of way within one or more specified franchise areas of the county with boundaries specified in a franchise agreement. A franchise shall not be construed to include any general license, permit or approval as may be required by other ordinances and laws of the County, or for attaching devices to poles or structures, whether owned by the County or a private entity, or for excavating or performing other work in or along public ways that is unrelated in any way to the construction, maintenance or operation of such system, unless otherwise permitted by law or provided in a franchise agreement.

(O) The term “franchise agreement” means a contract entered into pursuant to this Chapter between Gwinnett County and a provider of cable or video service containing the grant of a franchise under and pursuant to this Chapter, and the terms and conditions under which a franchise will be granted and exercised. In the event of a conflict between the terms of this Chapter and a franchise agreement, the terms of the franchise agreement shall control.

(P) The term “franchise area” means the entire geographic area of unincorporated Gwinnett County.

(Q) The term “grantee” means a natural person, domestic or foreign corporation, partnership, limited liability company, association, joint venture or organization of any kind granted a franchise by the Board under this ordinance, and any lawful successor thereto, or transferee or assignee thereof.

(R) The term “gross revenue” means all revenues received from subscribers for the provision of cable service or video service, including franchise fees for cable service providers and video service providers, and advertising and home shopping services revenues and shall be determined in accordance with generally accepted accounting principles. Gross revenues shall not include:

(1) Amounts billed and collected as a line item on the subscriber’s bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefor; provided, however, that for purposes of this Code section, such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services;

(2) Any revenue, such as bad debt, not actually received, even if billed;

(3) Any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide cable service or video programming;

(4) Any amounts attributable to refunds, rebates, or discounts;

(5) Any revenue from services provided over the network that are associated with or classified as noncable or nonvideo services under federal law, including, without limitation, revenues received from telecommunications services, information services other than cable service or video service, Internet access services, or directory or Internet advertising revenue, including, without limitation, yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such noncable or nonvideo service is bundled with the sale of one or more cable services or video services and sold for a single nonitemized price, the term 'gross revenues' shall include only those revenues that are attributable to cable service or video service based on the provider’s books and records; such revenues shall be allocated in a manner consistent with generally accepted accounting principles;

(6) Any revenue from late fees not initially booked as revenues, returned check fees, or interest;

(7) Any revenue from sales or rental of property, except such property as the subscriber shall be required to buy or rent exclusively from the cable service provider or video service provider to receive cable service or video service;

(8) Any revenue received from providing or maintaining inside wiring;

(9) Any revenue from sales for resale with respect to which the purchaser shall be required to pay a franchise fee, provided the purchaser certifies in writing that it shall resell the service and pay a franchise fee with respect thereto; or

(10) Any amounts attributable to a reimbursement of costs including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of video programming.

(S) "Open video system" or "OVS" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service, including video programming, that is provided to multiple subscribers within a community, including, but not limited to, pedestals, equipment enclosures (such as equipment cabinets), amplifiers, power guards, nodes, cables, fiber optics and other equipment necessary to operate the OVS, or installed in conjunction with the OVS, the operator of which has been certified by the FCC as an OVS in the County.

(T) "Ordinance" as used herein shall include this ordinance and as the same from time to time as may be amended.

(U) "Other programming service" means information that a cable operator makes available to all subscribers generally;

(V) The term "PEG channel" or "PEG" means any channel capacity on a cable, video or open video system dedicated in whole or in part for public, educational or governmental use.

(W) The term "person" means an individual, partnership, association, Joint Stock Company, organization, corporation, joint venture, limited liability Company, or any lawful successor thereto or transferee thereof, but such term does not include the County.

(X) The term "service area" means the geographic area within the franchise area in which a grantee makes its cable or video services available to residences, businesses and other subscriber service locations in accordance with Section 22-04 herein.

(Y) The term "State" shall mean the State of Georgia.

(Z) The term "street" or "public way" or "public right-of-way" shall mean the surface, the air space above the surface, and area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, concourse, bridge, tunnel, park, parkway, waterway, dock, bulkhead, wharf, pier, public water or public easements, or other public way within the

County, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a cable system or video service provider's network.

(AA) The term "subscriber" means any person who legally receives or contracts with a grantee to receive cable or video service over its network and does not further distribute such cable or video service.

(BB) The term "transfer" means any transaction in which (i) an ownership or other interest in the cable operator is transferred, directly or indirectly, from one person or group of persons to another person or group of persons, so that majority control of the cable operator is transferred; or (ii) the rights and obligations held by the cable operator under the cable franchise granted under this article are transferred or assigned to another person or group of persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the cable franchise shall not include (a) transfer of an ownership or other interest in the cable operator to the parent of the cable operator or to another affiliate of the cable operator; (b) transfer of an interest in the cable franchise granted under this article or the rights held by the cable operator under the cable franchise granted under this article to the parent of the cable operator or to another affiliate of the cable operator; (c) any action that is the result of a merger of another affiliate of the cable operator; or (d) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the cable operator in the cable franchise or the system used to provide cable in order to secure indebtedness.

(CC) The term "video programming" means programming provided by or generally comparable to programming provided by, a television broadcast station, as set forth in 47 U.S.C § 522(20).

(DD) The term "video service" means the provision of video programming through wireline facilities located at least in part in the public rights of way without regard to delivery technology, including Internet protocol technology. This term shall not include any video programming provided by a provider of commercial mobile service as defined in 47 U.S.C § 332(d) or video programming provided as part of and via a service that enables users to access content, information, e-mail, or other services offered over the public Internet

(EE) The term "video service provider" means an entity providing video service as defined in this Code chapter. This term shall not include a cable service provider.

(FF) The term "video service system," for purposes of this Chapter, means all physical facilities used for the delivery of video service within Gwinnett County, provided some portion of the facilities are located in the public rights-of-way within the County.

22-02. FRANCHISE GRANT, RENEWAL, MODIFICATION OR TRANSFER

22-02.01 Franchise required

(A) All providers must obtain a nonexclusive franchise to construct, operate and maintain a system to provide cable or video services within all or any portion of the county.

Subject to federal law, neither the grantee nor any other person may transfer a franchise or any of the grantee's rights or obligations in or regarding the cable system or video service system or the franchise without the prior written consent of the Board, which consent shall not be unreasonably withheld.

(B) A new, or renewal franchise shall be granted by the Board of Commissioners pursuant to this ordinance, upon receipt of a completed application and execution of a written franchise agreement (i) within ninety (90) days for applications by phone companies and others with existing access to public rights-of-way; or, (ii) one hundred eighty (180) days for applications by entities without existing access to public rights or way. Action on a request for approval of the transfer of a franchise shall be 90 days upon receipt of a completed application. The deadline will be calculated from the date that the applicant first files certain requisite information in writing with the County and payment of the application fee. For purposes of any disputes that may arise, the applicant will have the burden of proving that it filed the application, by producing either a receipt-stamped copy of the filing or a certified mail return receipt indicating receipt of the required documentation. The County may toll the running of the 90-day or six-month time period if the communications administrator has requested information in writing from the franchise applicant and is waiting for such information. Once the information is received by the communications administrator, the time period would automatically begin to run again.

(C) An applicant seeking a new or renewal franchise must file with the communications administrator, or his or her designee, a written application, with the information required pursuant to section 22-02.03. Application from a grantee to obtain approval of a request to transfer a franchise must also include *FCC Form 394 Application for Franchising Authority Consent to Assignment or Transfer of Control of Cable Television Franchise*; or such other information as required by federal law.

(D) Unless waived, in whole or part, by the communications administrator in writing, the following Application fees shall be submitted with the application and upon acceptance of said submission for review and consideration shall not be refundable. Failure to pay a required application fee shall cause the application to be returned to the applicant without or consideration by the County:

(1) Two Thousand Five Hundred dollars (\$2,500.00) for a new franchise or for a request to transfer a franchise agreement; and,

(2) One Thousand Five Hundred dollars (\$1,500.00) for the renewal or modification of a franchise agreement.

(E) Within thirty days after acceptance for review, the communications administrator will notify the applicant if the application is not complete and the nature of any additional information required for completing the application.

(F) Applicants for an initial franchise have the right to begin providing services pursuant to the terms of this chapter, if a franchise is not granted or if the negotiation of a franchise agreement has not been completed within 180 days, as appropriate, provided the application provisions of Sections 22-03 herein have been fully satisfied. If the applicant begins providing cable or video services pursuant to this provision without an approved franchise, the Parties shall continue to negotiate in good faith on a franchise agreement, the terms of which shall then be retroactive to the end of one hundred eighty (180) day period.

(G) Applicants seeking modification or renewal pursuant to sub-section "J" below must demonstrate economic harm as a result of an unfair competitive disadvantage.

(H) The Board shall not grant a renewal or approve a transfer unless the County has given the grantee at least thirty days' advance written notice of the initial meeting at which the Board will consider such action. The notice shall advise the grantee of the time, place and purpose of the meeting.

(I) Subject to the county's necessary and lawful exercise of its police powers as evidenced by valid amendments to certain provisions of this chapter, franchise rights and obligations may only be amended through a written amendment to the franchise agreement executed by both the county and grantee.

(J) During the franchise term, a grantee may file an application with the communications administrator to negotiate modifications to its agreement to eliminate any unfair competitive advantage of another entity providing multi-channel video service over the public right-of-way in its service area under a franchise pursuant to this chapter or under a state or federal franchise that, on balance, contains terms and conditions that are more favorable or less burdensome to the entity than the terms and conditions contained in the grantee's franchise, thus causing economic harm to said grantee.

(K) The County reserves the right to issue a license, easement or other permit to anyone other than a grantee to permit that person to traverse any portion of a grantee's franchise area within the County in order to provide service outside the County. Such license or easement, absent a grant of a franchise in accordance with this Chapter, shall not be deemed authorization by the County for said person to use the County's public ways to provide cable or video service of any nature to any home or place of business within the County, or to render any other service or connect any subscriber within the County to the cable or video system or OVS of such person.

22-02.02 Application for Franchise

(A) To obtain, modify or renew any franchise to control, own, construct or maintain any cable or video service system within the County, an applicant must file with the communications administrator, or his or her designee, the following information:

(1) written certification of the name under which the applicant is doing or intends to do business;

(2) the names and business addresses of the directors and principal executive officers; and the location of the applicant's principal business office;

(3) the source of funds for operation of the cable system and a demonstration of financial ability to provide and extend cable or video service to proposed subscribers in accordance with applicant's proposed plan;

(4) A description of the applicant's service area, which description shall be sufficiently detailed so as to allow the County to respond to subscriber inquiries. As supplement to such written description, applicant is to provide a map that is clear and legible and that fairly describes the boundaries of the geographic area to be served in clear and concise terms;

(5) the estimated commencement dates of construction of the cable system or video system, and the targeted date(s) when cable service or video service will be made available to subscribers or potential subscribers in the service area(s) named under applicant's current business plan; and,

(6) The name, business address, electronic mail address, and telephone and fax number of its local agent and all persons who are authorized to represent or act on behalf of the applicant in those matters pertaining to the application. The requirement to make the disclosure described in this Section shall continue until the County has granted or rejected an application, or until an applicant withdraws its application.

(7) whether the applicant holds an existing authorization to access the community's public rights-of-way; and,

(8) the requested terms and conditions of a franchise agreement.

(B) Applicants may also include additional terms and procedures subject to negotiation, and such terms and procedures shall be negotiated in good faith.

(C) Renewal applicants may, but are not required to, file information in Sections 22-02.02 (A)(3), (A)(5) and (A)(7) with the communications administrator.

22-02.03 Acts at Grantee's Expense

(A) An applicant or grantee to whom the Board grants one or more non-exclusive franchises shall, in addition to the non-refundable application fee specified herein, pay to the County at the time the grantee files its franchise agreement acceptance, any incremental direct costs reasonably incurred by the County in granting the franchise that are in excess of the amount of the application fee. The total application fee and any incremental direct costs paid by applicant or grantee shall not exceed five thousand dollars (\$5,000.00) for a renewal franchise.

(B) Any act that grantee is or may be required to perform under this Chapter, a franchise agreement or applicable law shall be performed at the grantee's expense, unless expressly provided to the contrary in this Chapter, franchise agreement or other applicable law.

22-02.04 Preemption

In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Chapter, then the provision shall be read to be preempted but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision herein that had been preempted is no longer preempted, parties shall negotiate in good faith to establish a reasonable timeframe in which such provision shall thereupon return to full force and effect, and shall thereafter be binding on all grantees, without the requirement of further action on the part of the County.

22-03. FRANCHISE CHARACTERISTICS

22-03.01 Term of Franchise

The term of a franchise shall be ten (10) years. The effective date of a renewal franchise granted pursuant to this Chapter shall be retroactive to the expiration date of the prior franchise.

22-03.02 Franchise Fee

(A) Every grantee shall pay a franchise fee of five percent (5%) of gross revenue. Each grantee shall pay to the county, on or before the 30th day following the end of each calendar quarter, a sum equal to five percent of its gross revenue during the preceding fiscal quarter. The county reserves the right to raise the franchise fee percentage up to the maximum amount allowed by law, upon 120 days' written notice.

(B) Within 30 days after the expiration of a grantee's fiscal quarter, a grantee shall file with the communications administrator a report showing the quarter's and year-to-date gross revenue. Payment of the current franchise fees shall be made to the county at the time of this statement.

(C) Notwithstanding the foregoing, the incumbent providers renewing existing franchise agreements as of the effective date of this chapter may continue to pay franchise fees and file reports on the same schedule identical to that specified in their franchise agreements being renewed.

(D) If any payment required by this ordinance is not actually received by the County on or before the applicable date fixed in this ordinance or by franchise Agreement, then the communications administrator shall provide written notice to the franchise holder giving the cable service provider or video service provider 15 days from the date of the franchise holder's receipt of such notice to cure any such nonpayment. In the event franchise fees are not remitted to the affected local government authority postmarked on or before the expiration of the 15 day cure period, then the holder of the state franchise shall pay interest thereon, from the due date

to the date paid at a rate of one percent (1%) per month, compounded daily, for the period of delinquency.

(E) The County shall have the right, no more than once annually, to audit the business records of a grantee to the extent necessary to ensure payment in accordance with this Chapter and its franchise agreement. For purposes of this subsection, an audit shall be defined as a comprehensive review of the records of the holder of a franchise. Once any audited period of a franchise holder has been the subject of a requested audit, such audited period of such franchise holder shall not again be the subject of any audit. In the event of a dispute concerning the amount of the franchise fee due, an action may be brought in a court of competent jurisdiction by an affected local governing authority seeking to recover an additional amount alleged to be due or by a state franchise holder seeking a refund of an alleged overpayment; provided, however, that any such action shall be brought within three years following the end of the quarter to which the disputed amount relates. Such time period may be extended by written agreement between the franchise holder and the County.

(F) Each grantee shall, consistent with and subject to grantee's legal rights under the Georgia Open Records Act (hereinafter "the Act") (O.C.G.A. § 50-18-70 et seq.), be responsible for making available to the County all records necessary to confirm the accurate payment of franchise fees, without regard to by whom they are held. Such records shall be made available pursuant to the requirements of this Chapter.

(G) The County's audit expenses shall be borne by the County unless the audit discloses an underpayment of more than ten percent (10%) of any quarterly payment, in which case the County's out-of-pocket costs of the audit shall be borne by grantee as a cost incidental to the enforcement of its franchise. Any additional undisputed amounts due to the County as a result of the audit shall be paid within thirty days following written notice to grantee by the County of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the County, interest will be due as specified in this Section.

(H) No acceptance of any franchise fee payment by the County shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement, and all amounts paid shall be subject to audit and recomputation by the County. All amounts paid shall be subject to audit and recomputation by the County for three (3) years from the date of payment after which period payments shall be considered final.

(I) To the extent consistent with applicable federal and state law, the franchise fee payments required by this section shall be in addition to any and all taxes of a general nature or other fees or charges which grantee shall be required to pay to the County or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of grantee. Grantee shall not have or make any claim for any deduction or other credit of all or any part of the amount of the franchise fee payments from or against any of said County taxes or other fees or charges which grantee is required to pay to the County,

except as required by law, this Chapter, or a franchise agreement. Grantee shall not apply nor seek to apply all or any part of the amount of the franchise fee payments as a deduction or other credit from or against any of said County taxes or other fees or charges, each of which shall be deemed to be separate and distinct obligations of grantee. Nor shall grantee apply or seek to apply all or any part of the amount of any of said taxes or other fees or charges as a deduction or other credit from or against any of its franchise obligations, each of which shall be deemed to be separate and distinct obligations of grantee.

(J) In the event a franchise is revoked prior to its expiration date, grantee shall file with the County, within ninety days of the date of revocation, a financial statement certified by an independent certified public accountant that clearly shows the gross revenue received by grantee from the end of the previous fiscal quarter through the date of revocation and shall pay within that time the franchise fees accrued as of the date of revocation.

(K) The acceptance of any payment required herein by the County shall not be construed as an acknowledgment or an accord and satisfaction that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release or waiver of any claim that the County may have for additional sums due and payable. However, the County's acceptance of full payment of the amount determined to be due by the County through an audit shall be construed as an accord and satisfaction.

(L) Payment of the franchise fee shall not be considered in the nature of a tax or in lieu of other taxes or fees imposed by the county, and a grantee shall not designate or characterize its franchise fee as a tax.

22-03.03 Emergency Alert System

Grantee shall install and thereafter maintain an Emergency Alert System ("EAS") in compliance with applicable FCC rules and regulations (47 C.F.R Part 11) and, as provided for therein, the Georgia Emergency Alert System Plan, which is administered by Georgia Emergency Management Agency ("GEMA") as of the effective date of this Ordinance.

22-03.04 Continuity of Service

(A) Grantee shall operate its system pursuant to this Chapter and its franchise agreement without interruption, except as otherwise provided by this Chapter or its franchise agreement. In the event that the grantee elects to overbuild, rebuild, modify, or sell the cable television system, the grantee shall adopt appropriate measures and take all reasonable actions within its power to minimize any disruption of service to subscribers as a result of such action.

(B) In the event a grantee continues to operate all or any part of the cable system or video service system after the term of its franchise, then such provider shall continue to comply with all applicable provisions of this ordinance and its franchise Agreement, including, without limitation, all compensation and other payment provisions herein, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the term the franchise Agreement.

22-03.05 PEG Channels and Financial Support

(A) Each franchise Agreement shall require the grantee designate a sufficient amount of capacity on its network to provide a minimum of two (2) activated channels, for PEG use and one additional closed circuit scrambled channel or capacity for governmental training and public safety purposes. The ongoing allocation of the PEG channels will be determined by the County. All PEG channels, other than the closed circuit scrambled channel or equivalent capacity and conditional access capability for government training and public safety purposes which shall only be made available to those locations within grantee's service area and authorized by the County, shall be made available to all subscribers unless both parties agree otherwise in writing. A grantee shall have the option of providing the government training and public safety channel on any nonbasic or digital tier of service. The grantee shall be entitled to use any reasonable, readily accessible means and technology to accomplish the purpose of the government training and public safety channel as specified in its franchise Agreement.

(B) Each franchise Agreement shall require the grantee to make available a sufficient amount of financial support throughout the franchise term for capital costs of acquiring, maintaining and replacing equipment and facilities, throughout the franchise term, for the PEG channels. Such funding shall be in an amount proportional to the number of subscribers served by each grantee in relation to the total number of subscribers served by all grantees combined.

(1) All providers of cable or video service within Gwinnett County authorized under this Ordinance and the required franchise agreement, will provide capital support for the County's development of PEG programming. The PEG capital support will be the equivalent of Eight Cents (\$0.08) per cable or video service subscriber per month, paid quarterly. Such amount will be reviewed every three (3) years in light of changes in production demands, impact of the Consumer Price Index for All Urban Users, and collections of PEG support from the previous three (3) years but in no case will it exceed the equivalent of \$0.15 per cable or video service subscriber per month. For purposes of this section, all incumbent providers of cable or video service will begin providing the PEG capital support funding as of the effective date of respective renewal franchise agreements. For purposes of determining the impact of the CPI on the capital support, January 1, 2007 will be the base period CPI.

(2) For the purpose of computing the preceding level of funding for multiple dwelling units with bulk service agreements, the number of cable subscribers shall be computed on an equivalency subscriber basis.

(3) Such PEG funding shall be used by the County, in its sole discretion, for PEG-related purposes in accordance with this chapter, each respective franchise Agreement and 47 U.S.C §531.

(C) PEG financial support payments associated with this chapter shall be remitted to the County quarterly, concurrent with the payment of franchise fees; provided, however, such payments shall not be set off against franchise fees or taxes or applied toward the franchise fee

cap under the cable act or other applicable law. A Grantee may designate that portion of the subscriber's bill attributable to PEG financial support.

(D) Each cable and video service franchise Agreement shall require a grantee to provide leased access channels. At a minimum the franchise shall require a grantee to satisfy the obligations of 47 U.S.C. § 612.

22-03.06 Service to Government and Institutional Facilities

Each franchise shall require a cable service provider or video service provider, upon written request by the communications administrator, to install at no charge two service outlets, including associated drop wiring, to the government and institutional facilities located in the provider's service area, provided such facility is within 125 feet from the cable service provider or video service provider's activated distribution point of connection. The cable service provider or video service provider shall provide complimentary basic and extended basic cable service or video service to government buildings, public schools and public libraries over such service outlets free of charge, which service shall not be used for commercial purposes.

22-03.07 Customer Service Standards and Consumer Protection

(A) This Section sets forth the minimum customer service standards that each grantee must satisfy. In addition, each grantee shall comply with the customer service standards set forth in 47 C.F.R. § 76.309 (c), as such standards may be amended from time to time, and shall at all times satisfy any additional or stricter minimum requirements established by a franchise agreement or other applicable federal, state, or local law or regulation, as the same may be amended from time to time, including, without limitation, consumer protection laws.

(B) Subscription Information - General Before providing cable or video service to any potential subscriber and at least once a year to all subscribers, grantee shall provide to all subscribers, in a clear, complete and comprehensible form:

(1) A description of the cable or video services provided by the grantee, accompanied by a listing of all standard, non-promotional rates, terms and conditions, including policies concerning credits for outages and reception problems;

(2) A description of the grantee's billing and collection procedures; the procedure for resolution of billing disputes, including the telephone number of the County office subscribers may call with regard to billing disputes, as specified by the Franchising Authority;

(3) Local or toll free numbers for the grantee's customer service telephone system; and addresses of grantee's local office and any other locations proximate to the service area where customers may make payments or drop off equipment; and,

(4) A description of privacy rights accorded to the subscriber pursuant to applicable law.

(C) The terms, conditions and duration of promotional subscriptions shall be provided by a grantee in writing prior to a subscriber being billed for such promotional subscription.

(D) Upon receiving a cash deposit and if requested,, a receipt showing: the date thereof; the name of the applicant or customer and the current billing address; the service to be furnished or presently furnished; and the amount of the deposit and the rate of interest to be paid thereon

(E) Grantee shall maintain an office within the County, or within 15 air miles of the Gwinnett Justice and Administration Center, that shall be open and accessible to the public with adequate telephone service during normal business hours. Said office or listing shall be so operated that complaints and requests for repairs or adjustments may be received and processed with a minimum delay.

(F) Grantee shall establish maintenance service capable of promptly locating and correcting system malfunctions under "normal operating conditions" as defined in 47 C.F.R. Section 76.309. Grantee shall begin said maintenance service within twenty-four (24) hours after the interruption becomes known to the grantee for system malfunctions affecting one or more percent of grantee's total number of subscribers.

(G) Grantee shall arrange for pickup and replacement of converters or other grantee equipment at the subscriber's address or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer) if requested by a mobility-limited customer.

(H) In the event that service to subscribers is totally interrupted for more than 24 hours, Grantee shall provide the affected subscribers with a pro rata credit or rebate of the subscriber fees paid or payable.

(I) Grantee shall establish a clear procedure for resolving complaints filed by subscribers. Complaints may be made orally or in writing, at the complainant's option. The grantee shall furnish a notice of such procedures to each subscriber at the time of the initial subscription to cable or video service.

(J) Each grantee holding a cash deposit shall keep a record thereof until the deposit is refunded. The record shall show: the name and current billing address of each depositor; the amount and date of the deposit; and each transaction concerning the deposit.

(K) Grantee shall provide an initial response to a complaint within five business days of its receipt and a final written response within thirty days after a written complaint is received. The final written response shall include a notice stating that if the complaint has not been resolved to the complainant's satisfaction, the matter may be referred to the communications administrator.

22-03.08 Protection of Subscriber Privacy

Grantee shall at all times protect the privacy rights of all subscribers as required by applicable law, including but not limited to those rights secured by 47 U.S.C. § 551.

22-03.09 Interpretation Of Franchise Terms

(A) The provisions of this chapter and any franchise agreement shall be liberally construed in favor of the county in order to effectuate their purposes and objectives and to promote the public interest.

(B) In the event of a conflict between this chapter and a franchise agreement, the conflict shall be resolved as provided in the franchise agreement.

22-04. SERVICE AREA

22-04.01 Service Availability-No Discrimination

A grantee shall make its cable and video services available to residences, businesses or other subscriber service locations within its authorized service area or areas in accordance with the system construction and service commitments set forth in its franchise agreement. A grantee shall not discriminate on the basis of income in making its cable or video services available to current or potential subscribers within its cable or video service area or areas. It shall not be deemed a violation of this section if grantee refuses to provide service to any current or potential subscriber when: (i) it is unable pursuant to normal industry practice to obtain necessary programming, real property or access rights; (ii) when its prior service, payment, or theft of service history with a person has been unfavorable; (iii) due to the failure to receive a refundable customer deposit required as a condition of service based on a customer's credit worthiness and risk as determined by grantee's standard operating practices, or, (iv) pursuant to written waiver by the communications administrator or his or her designee

22-04.02 Expansion of Service Area

Grantee may expand its service area, and, following any such expansion, shall furnish the communications administrator a map and written description that clearly defines the boundaries of the expanded service area.

22-04.03 Interconnection

The County may require a grantee, upon written request, to negotiate in good faith to interconnect its system with other systems located adjacent to or within the County, on mutually acceptable and reasonable terms, for the purpose of facilitating the provision of PEG access channels to subscribers in the County. Interconnection may be accomplished by direct cable microwave link, satellite, or other reasonable method of connection. A grantee shall not unreasonably withhold interconnection with another grantee where technically and economically feasible. All signals to be interconnected shall comply with FCC technical standards for broadcast signals.

22-05. USE OF STREETS

22-05.01 Conditions of street occupancy

(A) All transmissions and distribution structures, lines, and equipment erected by grantee within the franchise area shall be located so as to not cause unreasonable interference with the proper use of streets, alleys and other public ways and places and, consistent with grantee's applicable state or federal rights, to cause minimum interference with the rights and reasonable convenience of property owners who join any of said streets, alleys, or other public ways and places. The cable system shall be constructed and operated in compliance in all material respects with all applicable local, state, and national construction and electrical codes which are in effect as of the date of such construction and operation.

(B) All applicants and grantees shall comply with all applicable federal, state and local laws and regulations, including county ordinances and regulations, regarding the placement and maintenance of facilities in any County public right of way that are generally applicable to all users of the public right of way and specifically including Chapter 9 of Title 25 of the Georgia Code, the 'Georgia Utility Facility Protection Act'.

(C) The grantee's work, while in progress, shall be properly executed at all times in accordance with the Uniform Manual on Traffic Control Devices (MUTCD) guidelines promulgated by the U.S. Department of Transportation's Federal Highway Administration.

22-05.02 Insurance

Throughout the entire length of a franchise period, a grantee or its responsible agent, shall maintain, pay all premiums for, and file with the communications administrator certificates of insurance evidencing, at least, commercial general liability insurance, with respect to the construction, operation, and maintenance of grantee's cable or video service system, and the conduct of grantee's business in the County. All commercial general liability insurance policies shall name the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, volunteers, and employees as an additional insured.

22-05.03 Indemnity

(A) Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees, against any and all third party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of except for intentional and wrongful acts, and acts of gross negligence, arising out of or in connection with the award of its franchise or; the construction, maintenance, or operation of grantee's cable or video system services system. The County shall give the grantee reasonable written notice of receipt of a claim or action pursuant to this section.

(B) The grantee shall pay all expenses incurred by the county, including reasonable attorneys' fees and other costs of litigation, in defending itself with regard to all claims and actions mentioned in subsection (a) of this section.

(C) In the event that grantee fails, after reasonable notice, to undertake the County's defense of any claims covered by this Section, grantee's indemnification shall include, but is not limited to, the County's reasonable attorneys' fees incurred in defending against any such action, claim, suit, or proceeding, any interest charges arising from any action, claim, suit or proceeding arising under this Chapter or its franchise agreement, the County's out-of-pocket expenses, and the reasonable value of any additional services rendered by the County that it would not have provided if grantee had undertaken the County's defense.

22-06. ADMINISTRATION AND ENFORCEMENT PROVISIONS

22-06.01 Books and records, proprietary information

(A) Subject to applicable law, the County shall have the right to inspect and copy with reasonable advance notice during normal business hours at grantee's office, or at another mutually agreed location, all books and records, including all documents in whatever form maintained, including electronic media ("books and records") required to demonstrate compliance with this Ordinance or any franchise issued pursuant to this Ordinance. Access by the County to any of the documents, records or other information covered by a franchise agreement shall not be denied by grantee on grounds that such documents, records or information are alleged by grantee to contain proprietary information. The County, while at all times complying with the Georgia Open Records Act (hereinafter "the Act") (O.C.G.A. § 50-18-70 et seq.), shall take reasonable steps to protect the proprietary and confidential nature of any books, records, maps, plans, or other County-requested documents that are provided pursuant to this Chapter or a franchise agreement to the extent they are designated as such by grantee.

(B) If any books, records, maps, plans, or other requested documents are too voluminous, or for security reasons cannot be copied and moved, then grantee may request that the inspection take place at a location mutually agreed to by the County and the grantee, provided that (i) the grantee must make necessary arrangements for copying documents selected by the County after its review; and (ii) the grantee must pay all travel and additional copying expenses incurred by the County (above those that would have been incurred had the documents been produced in the County) in inspecting those documents or having those documents inspected by its designee.

22-06.02 Reports

Unless waived in whole or in part by the County, grantee shall provided to the communications administrator copies of grantee's published rates, rules, regulations and policies, identified in Section 22-03.07(B) herein, made available to subscribers of grantee's cable or video or OVS system. Such documents, and Any and all changes thereto, may be submitted in the same form and reasonably concurrent with the distribution thereof to subscribers.

22-06.03 Supervision by the County

(A) The Board delegates the performance of any act, duty, or obligation, or exercise of any power under this Chapter or any franchise agreement to the communications administrator,

except where this Chapter specifies that the Board shall take an action or federal or Georgia law requires action by the Franchising Authority.

(B) Day-to-day administration of cable communications operations and franchises within the County shall be assigned to the communications administrator. The communications administrator's powers and responsibilities include, but are not limited to, the following functions:

(1) Preparing invitations to apply for a franchise;; reviewing and evaluating applications for franchises and making selection recommendations to the Board;

(2) Monitoring the timely performance of applicants and grantees in submitting applications for and obtaining all certificates, permits and agreements required by this Chapter and applicable law and the performance of grantees in meeting applicable construction timetables;

(3) Monitoring and reviewing changes in, additions to, or reductions of subscriber fees and rates for conformity with the requirements of this Chapter and federal law; advising and making recommendations to the Board on the regulation of rates in accordance with this Chapter; administering and enforcing the rate regulation provisions of the cable act and federal law; promulgating rules and procedures concerning rate regulation; and exercising any authority granted by the Board under this Chapter;

(4) Advising and making recommendations to the Board on technical, engineering, and police power regulations of cable and communications systems within the County;

(5) Cooperating with other cable and video system operators and governmental units in the development of the interconnection of systems;

(6) Reviewing books, records and reports grantee is required to provide pursuant to this Chapter and a franchise agreement, as well as all franchise reports filed with the FCC or any other regulatory agencies with jurisdiction over any cable or communications system in the County, and, at the communications administrator's discretion, requiring the preparation and filing of information in addition to that required by this Chapter or applicable law, as may reasonably be required to accomplish the purposes of this Chapter;

(7) Monitoring grantee performance under and compliance with the terms of an applicable franchise agreement and this Chapter and making recommendations to the Board to ensure such compliance or advising and making recommendations on franchise enforcement;

(8) Receiving and investigating complaints against grantee and advising grantee of the receipt of subscriber complaints affecting grantee's system;

(9) Seeking recovery of penalties or liquidated damages provided for in this Chapter or a franchise agreement, including but not limited to withdrawing money from a security fund pursuant to a franchise agreement;

(10) Advising the Board with regard to the County's authority to regulate, franchise, or authorize cable and video systems in the County;

(11) Developing policies to encourage growth and competition in communications, and evaluating the impact of cable systems on the County, for review and implementation by the Board; and

(12) Administer and enforce the terms of this Ordinance and all franchises granted pursuant thereto in a fair manner that is in compliance with all applicable law; and

(13) Other duties as assigned by the Board and the County Executive.

(C) The Board shall have the sole authority to: (i) regulate rates, except to the extent such authority is preempted by applicable federal, state or local law or is delegated to the communications administrator in this Chapter; (ii) grant franchises; (iii) authorize the entering into of franchise agreements; (iv) renew franchises; (v) revoke or shorten the term of a franchise; (vi) authorize the transfer of a franchise; and, (vii) authorize a change of ownership control of grantee.

22-06.04 Regulation of Rates

To the extent allowed by law, the Board shall regulate subscriber rates and charges. The Board shall comply with the rate regulatory rules and procedures adopted by the Federal Communications Commission pursuant to 47 U.S.C. § 543(b).

22-07. OPEN VIDEO SYSTEMS

22-07.01 Applicability of Ordinance

(A) This Ordinance shall apply to open video systems that comply with 47 U.S.C. § 573, to the extent permitted by applicable law, except that the following sections shall not apply: 22-02.4 (franchise applications) and 22-06.04 (rate regulation).

(B) In applying this Ordinance to an open video system, "grantee" shall be taken to refer to the open video system operator, "cable system" to the open video system, "franchise" to any authorization granted by the County to the open video system operator, and similar terms shall apply similarly.

22-07.02 Application for Open Video System Authorization

A person proposing to use Public Rights-of-Way to install devices for the operation of an open video system shall first obtain authorization from the County for such use. Such a person may apply for such authorization by submitting an application containing:

(A) The name and address of the applicant; an identification of the ownership and control of the applicant; and, the location of the applicant's principal business office.

(B) A detailed description of the physical area in which the applicant proposes to place equipment in public ways, sufficiently detailed so as to allow the County to respond to subscriber inquiries. As supplement to such written description, applicant is to provide a map that is clear and legible and that fairly describes the boundaries of the geographic area to be served in clear and concise terms.

(C) Any information that may be reasonably necessary to demonstrate compliance with the requirements of federal law and with this Section 22-07.

(D) An affidavit or declaration of the applicant or authorized officer certifying the truth and accuracy of the information in the application and certifying that the application meets all federal and state law requirements.

An application fee of Two Thousand Five Hundred dollars (\$2500.00) made payable to the "County of Gwinnett". This payment shall be non-refundable and shall be used to offset in whole or in part any costs incurred by the County in granting the authorization.

22-07.03 Rights of Individuals Protected

(A) The County may, at its discretion and upon request of an applicant, waive in writing the provision of any of the information required by this Section 22.07.

22-07.04 Fee In Lieu of Franchise Fee

An open video system operator shall pay to the County a fee in lieu of the franchise fee required in Section 22-03.02 of this Ordinance, pursuant to the procedures and conditions specified in Section 22-03.02 and generally herein.

22-07.05 PEG Access Obligations

An open video system operator and providers of cable service by means of an OVS shall be subject to obligations pertaining to PEG access pursuant to applicable law and to the requirements at Section 22-03.18 herein.

22-07.06 Rights-of-Way Usage

An open video system operator shall be subject to all requirements of state and local law regarding authorization to use or occupy the Public Rights-of-Way, except to the extent specifically prohibited by federal law. FCC approval of an open video system operator's certification pursuant to 47 U.S.C. §573 shall not be taken to confer upon such operator any authority to use or occupy the Public Rights-of-Way that such operator would not otherwise possess

22-08. MISCELLANEOUS PROVISIONS

22-08.01 Limits on Grantee's Recourse

Except as expressly provided in this Chapter or a franchise agreement, and without the waiver of any right under state or federal law to assert such a claim, grantee shall have no recourse against the County for any loss, expense or damage resulting from the terms and conditions of this Chapter or the franchise or because of neither the County's enforcement thereof nor the County's failure to have the authority to grant the franchise. Grantee expressly agrees upon its acceptance of a franchise that it does so relying upon its own investigation and understanding of the power and authority of the County to grant said franchise.

22-08.02 Failure to Enforce Franchise

Grantee shall not be excused from complying with any of the terms and conditions of this Chapter or its franchise by any failure of the County, upon any one or more occasions, to insist upon grantee's performance or to seek grantee's compliance with any one or more of such terms or conditions.

22-08.03 Rights Reserved to the County

The County hereby expressly reserves the following rights:

(A) To exercise its governmental powers, now or hereafter, to the full extent that such powers may be vested in or granted to the County.

(B) To adopt, in addition to the provisions contained herein, in a franchise agreement and in ordinances, such additional regulations as it shall find necessary in the exercise of its police power.

(C) To amend this chapter, as necessary to the exercise of the County's police power.

22-08.04 Employment Requirements

Grantee shall adhere to the Equal Employment Opportunity regulations of the FCC and to all federal, Georgia and local laws and executive orders pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to grantee.

22-08.05 Time of Essence

Whenever this Chapter or a franchise agreement sets forth any time for any act to be performed by or on the behalf of grantee, unless otherwise expressly provided therein, such time shall be deemed of the essence and the grantee's failure to perform within the time allotted shall, in all cases, be sufficient grounds for the County to invoke the remedies available under the terms and conditions of this Chapter and its franchise agreement.

22-08.06 Termination and Financial Penalties

(A) Termination Events. Consistent with the terms and conditions of this Ordinance and the grantee's franchise agreement and applicable federal and state law, the County, at its option, may terminate the franchise agreement of a grantee upon:

(1) any uncured material breach of the Ordinance or applicable franchise Agreement; or,

(2) any persistent failure of the grantee to comply with any material term, condition or provision of this Ordinance or the applicable franchise agreement.

(B) Breach Procedures. The County shall notify the grantee, in writing, of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. The grantee shall, within thirty (30) days after receipt of such notice or such longer period of time as the County may specify in such notice, either cure such alleged breach or, in a written response to the County, either present facts and arguments in refutation or excuse of such alleged breach or state that such alleged breach will be cured and set forth the method and time schedule for accomplishing such cure.

(C) If the County determines that a breach has occurred and that such breach is not excusable and has not been or will not be cured by the grantee in a manner and in accordance with a schedule reasonably satisfactory to the County, then the County shall prepare a written report which may recommend the action to be taken by the County's governing body. The County shall provide notice and a copy of such report to the grantee. The County shall promptly schedule a hearing no sooner than thirty (30) days after providing such notice. The hearing shall offer the grantee the opportunity to present evidence and be heard. The grantee reserves its rights to appeal such determination to a court of appropriate jurisdiction within the thirty (30) days notice of such determination. In the event that the County's governing body determines that such breach has not occurred, or that such breach either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the County's governing body, or that such breach is excusable, such determination shall conclude the investigation.

(D) Removal at County's Discretion. Upon any termination of the franchise, the County, in its sole discretion, may, but shall not be obligated to, direct the grantee to remove, at the grantee's sole cost and expense, all, or any portion designated by the County, of the Equipment in accordance with all applicable and reasonable requirements of the County generally applicable to all telecommunications providers with equipment in the streets, and subject to the following:

(1) In removing the Equipment, or part thereof, the grantee shall refill and compact, at its own cost and expense, any excavation that shall be made by it and shall leave, in all material aspects, all streets and other property in materially as good a condition as that prevailing prior to the grantee's removal of the Equipment from the streets and without affecting, altering or disturbing in any way any electric or other cables, wires, structures or attachments;

(2) Removal shall be commenced within thirty (30) business days of the removal order by the County and shall be substantially completed within twelve (12) months thereafter including all reasonably associated repair of the streets; and;

(3) If the grantee fails to substantially complete such removal within twelve (12) months, including all associated repair of the streets, then to the extent not inconsistent with applicable law, the County shall have the right to 1) declare that all rights, title and interest to the Equipment shall go to the County or 2) authorize removal of the Equipment at the grantee's cost and expense, not to exceed the reasonable, and documented cost and expense incurred by the County.

(E) The County reserves the right to establish, upon no less than thirty (30) days prior written notice to the potentially affected grantees, a uniform set of rules, which may include fines and penalties, to address repeated violations of this Chapter or a franchise agreement entered into pursuant to this Chapter. Such fines or penalties shall be subject to breach procedures herein.

(F) Any delay, preemption or failure in performance of any requirement of this Chapter or a franchise agreement caused by factors outside grantee's reasonable control (including without limitation storms, fire, riot, war, acts of terrorism, labor disruption, supplier failures or disruptions, or government acts) shall not be deemed or result in a violation of this Chapter or franchise agreement to the extent that grantee demonstrates, to the reasonable satisfaction of the county, such causes or other events are beyond the grantee's reasonable control and such causes or events are without the fault or negligence of the grantee. In the event that any such delay in performance or failure to perform affects only part of the grantee's capacity to perform, the grantee shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such causes...

22-08.07 Severability

If any section of this Chapter or a franchise agreement, or any portion thereof, is held invalid or unconstitutional by any court of competent jurisdiction or administrative agency, such decision shall not affect the validity of the remaining portions.

22-08.08 Acceptance

Subject to section 22.03-08 herein, this ordinance, and its terms and provisions, shall be accepted by the Franchisee by a written franchise agreement executed and acknowledged by the grantee and approved by the chairperson and the commission by resolution.

All ordinances or parts of ordinances in conflict herewith are hereby repealed. The effective date of this ordinance shall be the date of adoption.

On adoption by the chairperson and the commission of the County of Gwinnett, this ordinance shall become a part of the Code of Ordinances of Gwinnett County, Georgia, as amended, and shall have the full force and effect of all ordinances therein codified.

SO APPROVED and ADOPTED, this _____ day of _____ 2007

GWINNETT COUNTY
BOARD OF COMMISSIONERS

By: _____
Charles E. Bannister
Chairman

SEAL

ATTEST

County Clerk/Deputy County Clerk

Approved as to Form:

County Attorney