

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is hereby entered into between The City of Seattle, Washington (“City”) and Comcast Cable Communications Management, LLC (“Comcast”). The City and Comcast may be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Comcast operates a cable system in the City pursuant to a Cable Television Franchise Agreement with an effective date of January 21, 2016 (“Franchise”); and

B. Pursuant to the terms of the Franchise, the City retained CBG Communications, Inc. to complete a distribution system technical review of the Comcast franchise area in the City; and

C. The Parties desire to develop a multiple dwelling unit (MDU) maintenance and audit program to inspect and address grounding and bonding; and

D. The Seattle Office of City Auditor completed an audit of Comcast’s compliance with Seattle’s Cable Customer Bill of Rights; and

E. Amending Section 21.60.820.C.6.a of the Seattle Municipal Code is necessary to clarify the rights of Seattle cable customers and the responsibilities of cable franchise grantees; and

F. This Agreement is made to meet the identified needs and interests of the Seattle community;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereto agree as follows:

AGREEMENT

A. Technical Review. The Parties agree to mutually develop a MDU audit program to address grounding and bonding at applicable MDUs within the City. Through implementation of the program, Comcast will identify and repair violations of the National Electrical Safety Code and the National Electrical Code as provided under City Code.

B. City Cable Customer Bill of Rights. The City agrees to seek City Council approval to amend Section 21.60.820.C.6.a of the Seattle Municipal Code (SMC) to allow a due date on each bill of twenty-eight (28) days from the beginning date of the applicable billing cycle. If the City is not able to obtain Council approval of the SMC amendment

before January 15, 2026, both parties agree that Comcast is able to apply the twenty-eight (28) day exception to its upcoming February 2026 billing cycle.

C. Other Commitments. Comcast agrees to continue the commitments made in paragraphs 2-10 and 12 of its letter dated December 7, 2015 for an additional period of seven (7) years from the date of acceptance of this agreement by the City. A copy of that letter is attached as Attachment 1 to this Agreement.

D. Nonwaiver. The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement, or any default in the performance of any obligation under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

E. Construction of Agreement. This Agreement is the product of negotiation and preparation by and among the Parties represented by counsel. Both sides and their counsel have reviewed and have had the opportunity to revise this Agreement. The Parties waive any rule of construction to the effect that ambiguities are to be resolved against the drafting Party, and the Parties warrant and agree that the language of this Agreement shall neither be construed for nor against any Party hereto.

F. Counterparts. This Agreement may be executed in counterparts or via electronic signatures, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute an agreement binding on the Parties, notwithstanding that the Parties may not have signed the same counterpart.

G. Authorization. The persons signing below are duly authorized to act on behalf of the persons and entities obligated and their execution of this Agreement binds the Parties on whose behalf they sign. This Agreement shall be binding upon those Parties who sign the Agreement.

H. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the matters addressed herein. No statements, promises, or inducements inconsistent with this Agreement made by any Party shall be valid or binding, unless in writing and executed by all Parties. This Agreement may only be modified by a written amendment signed by the Parties.

I. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties have executed this Agreement as their free and voluntary acts and deeds.

Dated: _____, 2025

CITY OF SEATTLE, WASHINGTON

BY: _____
Rob Lloyd

ITS: Chief Technology Officer

Dated: 12/5/2025, 2025

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

DocuSigned by:
Keith Turner
1523841259964CA...

BY: _____
Keith Turner

ITS: Regional Sr. Vice President