

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle IT	Jon Morrison Winters	Andrew Dziedzic

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to cable television; authorizing the Mayor or the Mayor’s designee to execute an amendment to the Cable Television Franchise Agreement with Comcast Cable Communications Management, LLC, authorized by Ordinance 124957; authorizing the Chief Technology Officer to enter into other agreements for the purpose of implementing or administering the amended franchise; amending Section 21.60.050 of the Seattle Municipal Code; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:

This legislation seeks approval of an amendment to the cable franchise agreement between The City of Seattle and Comcast. Comcast’s franchise is set to expire on January 20, 2026, and the amendment would extend the franchise for seven (7) years, through January 20, 2033.

The City, through its Information Technology Department (ITD), Office of Cable Communications, conducted a community assessment to determine the needs and interests of the City and Seattle residents related to Comcast’s cable system. The assessment identified certain needs and interests, including (1) community support for access to public, educational, and governmental (PEG) channels on the cable system; (2) cable discounts for low-income and disabled residents; (3) free or low-cost cable modem services for schools, community centers, and other non-profits organizations; and (4) improved customer service for cable customers. The assessment also confirmed the need for (5) capital funding for PEG providers, and (6) support for complimentary cable service to City buildings and schools.

The results of this assessment helped guide the City’s negotiations with Comcast that were completed under the informal renewal procedures of the federal Cable Act (47 U.S.C. § 546(h)). During the negotiation, it was determined that a franchise renewal would likely result in a forfeiture of the in-kind benefits the City previously negotiated with Comcast. The proposed franchise amendment retains these benefits, while increasing revenues through increases to the franchise and PEG fees paid by cable operators, and extends the term of the current franchise for an additional seven years. The retained benefits to the City and its residents negotiated include:

- **Continuation of cable TV discounts to qualified low-income subscribers.** Comcast has agreed to continue providing a discount of its Basic Service rate and to allow Seattle residents eligible for the City’s Utility Discount program to receive the cable discount. Comcast’s current discount rate is 30% of its Basic Service rate (Section 16.4 of the franchise).
- **Continuation of complimentary cable TV service to City buildings and schools.** Comcast has agreed to continue providing complimentary cable TV service to City

buildings and schools, and has agreed not to treat the costs of this service as franchise fee payments to the City. The City has agreed to fairly allocate this obligation among all cable operators (Section 6.9 of the franchise).

- **A PEG fee of 0.6% of gross revenues that can be used to support the Seattle Channel and other PEG channels.** Comcast has agreed to provide the City a PEG fee of 0.6% of its gross revenues derived from cable services. Based on current cable revenue projections, the fee would generate approximately \$405,811 in 2026 for the City to use for PEG-related purposes (Paragraph 5 of the amendment, modifying Subsection 6.4(A) of the franchise).
- **PEG channel capacity.** Comcast has agreed to continue providing sufficient system capacity for public, educational, or governmental (PEG) use, allowing the City to retain existing PEG channels and programming in both standard definition (SD) and high definition (HD) (Paragraph 4 of the amendment, modifying Subsection 6.2(A) of the franchise).

In addition to the benefits provided through the proposed amendment to the franchise agreement, Comcast has agreed to address grounding and bonding deficiencies at apartment buildings (MDUs) that were identified during a recent technical review, and to continue to provide free cable modem (internet) service to qualified non-profit and community organizations. The City has agreed to seek City Council approval to address a provision of the cable code that has resulted in Comcast customers getting late payment notices for payments received after February 28. These issues are referenced in the attached MOA.

All funds to be received in accordance with this amendment to the franchise will be accepted and appropriation of these funds will occur through the normal budgetary and legislative processes.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? Yes No

Expenditure Change (\$); General Fund	2026	2027 est.	2028 est.	2029 est.	2030 est.
Expenditure Change (\$); Other Funds	2026	2027 est.	2028 est.	2029 est.	2030 est.

Revenue Change (\$); General Fund	2026	2027 est.	2028 est.	2029 est.	2030 est.
Revenue Change (\$); Other Funds	2026	2027 est.	2028 est.	2029 est.	2030 est.
	\$524,221	\$747,139	\$708,552	\$666,317	\$626,600

Number of Positions	2026	2027 est.	2028 est.	2029 est.	2030 est.
Total FTE Change	2026	2027 est.	2028 est.	2029 est.	2030 est.

3.b. Revenues/Reimbursements

This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2026 Revenue	2027 Estimated Revenue
Cable Television Franchise Subfund (00160)	ITD	PEG Fees	\$128,230	\$182,759
Cable Television Franchise Subfund (00160)	ITD	Franchise Fees	\$395,990	\$564,380
TOTAL			\$524,221	\$747,139

Revenue/Reimbursement Notes:

PEG Fees: The proposed amendment to the franchise under this legislation includes an increase of the PEG fee from 0.4% to 0.6% of the gross revenues Comcast derives from cable services. This benefits the City. The PEG fee will be calculated and paid to the City on a monthly basis for the remainder of the franchise term. Over the proposed 7-year extension of the franchise, PEG fee revenues are estimated to total \$2,380,266. Under the Federal Cable Act, the City is required to use PEG fee revenues on capital expenses of PEG operators, such as Seattle Channel, Seattle Public Schools Television, and Seattle Colleges Television.

Franchise Fees: The franchise fee rate applied to cable operators is established via ordinance. In addition to authorizing the franchise amendment, this ordinance would raise the existing cable franchise fee rate of 4.4% of the gross revenues of Comcast’s cable services to 5.0% of the gross revenues of Comcast’s cable services, which is the maximum allowed by federal law. This benefits the City. Comcast will pay the franchise fee to the City on a monthly basis. The 2026 franchise fee revenue amount is an estimate based on gross revenue projections for Comcast in 2026. Over the proposed 7-year extension of the franchise, franchise fee revenues are estimated to total \$29,334,798.

3.c. Positions

- This legislation adds, changes, or deletes positions.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

N/A

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.

Not implementing this legislation will result in additional costly and time-consuming negotiation with Comcast. The franchise benefits to the City and its residents would be lost. The City would forgo new PEG fee and franchise fee revenues.

Please describe how this legislation may affect any City departments other than the originating department.

N/A

4. OTHER IMPLICATIONS

- a. Is a public hearing required for this legislation?**

Yes

- b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?**

Yes

- c. Does this legislation affect a piece of property?**

No.

- d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

The franchise would continue to have Comcast offer a needs-based cable TV discount for low-income households, as well as complimentary cable service to schools. Additionally, cable franchise fees are used to fund the City's Technology Matching Fund which annually grants funds to community groups with projects that will help improve digital equity by connecting populations that have limited access to technology, empowering residents with digital literacy skills, and building capacity for diverse communities to use technology for civic participation.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

The ascertainment conducted by the City as part of the franchise renewal process included a racial equity component.

- iii. What is the Language Access Plan for any communications to the public?**
N/A.

e. Climate Change Implications

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

No.

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

No.

- f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A.

- g. Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

No.

5. ATTACHMENTS

Summary Attachments:

Summary Attachment A – Memorandum of Agreement (MOA) between The City of Seattle and Comcast Cable Communications Management, LLC
Summary Exhibit 1 – 2015 “side letter agreement”

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Revenue Change (\$); Other Funds	2026	2027 est.	2028 est.	2029 est.	2030 est.
	\$606,878	\$570,704	\$536,687	\$504,696	\$474,613

Number of Positions	2026	2027 est.	2028 est.	2029 est.	2030 est.
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Fund Name and Number	Dept	Revenue Source	2026 Revenue	2027 Estimated Revenue
Cable Television Franchise Subfund (00160)	ITD	PEG Fees	\$6,725	\$6,324
Cable Television Franchise Subfund (00160)	ITD	Franchise Fees	\$600,153	\$564,380
TOTAL			\$606,878	\$570,704

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Summary Attachment A – Memorandum of Agreement (MOA) between The City of Seattle and Comcast Cable Communications Management, LLC
Summary Exhibit 1 – 2015 “side letter agreement”

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

December 7, 2015

Mr. Michael Mattmiller
Chief Technology Officer
Department of Information Technology
P.O. Box 94709
Seattle, WA 98124-4709

Re: Comcast's Commitment to the Seattle Digital Equity Initiative

Dear Mr. Mattmiller:

This letter is to confirm Comcast's commitment regarding Comcast's provision of complimentary cable and high-speed internet service and modems to accredited schools, non-profit organizations, libraries and other community institutions in partnership with the City to support the City's Digital Equity Initiative. Comcast will establish certain programs, and provide certain services and funds, under the terms and conditions set forth below, for a period of ten (10) years, unless otherwise noted in that specific section, from the date of acceptance of this letter by the City Council ("Term"):

1. In support of the Mayor's Digital Equity Initiative, within ten (10) days from the date of acceptance of this letter by the City Council, Comcast will provide the City one-hundred thousand dollars (\$100,000.00), by check made payable to the City of Seattle, and addressed to:

City of Seattle
Department of Information Technology
Accounts Receivable Unit
P.O. Box 94709
Seattle, WA 98124-4709
Attn: Truong Tran

Going forward, Comcast shall provide the City payment of one-hundred thousand dollars (\$100,000.00) by December 31st of each year through 2019 in order to assist in the City's outreach and engagement regarding digital equity and Comcast's low income broadband program.

2. Attachment A to this letter sets forth the existing sites receiving complimentary services and considered to be Eligible Community Partner ("ECP") sites. In addition to providing the funding described in paragraph 1, Comcast agrees, throughout the Term, to provide complimentary (free) high-speed internet service, as defined in paragraph 6 ("Internet Service") at existing ECP sites. Pursuant to paragraph 4 below, Comcast also agrees to provide Internet Service to new ECP sites identified by and determined

- by the City throughout the Term, and to provide Internet Service to relocated or replacement ECP sites if any ECP sites move or are disconnected. The total net number of ECP sites shall not exceed three hundred fifty (350). As an example, if two (2) sites disconnect, the City may identify two (2) replacement sites, and the disconnected sites will not count against the net total. The total number of active modems at any one time during the Term of this commitment shall not exceed 600. For purposes of this letter, ECPs are accredited schools, non-profit organizations, libraries or other community institutions, identified and determined by the City, that provide technology and/or digital literacy services to underserved or low income, vulnerable populations. ECP agreements will require that the ECP not be permitted to resell the Internet Service and that the ECP shall provide those individuals it serves access to the Internet Service free of charge. City facilities or other sites receiving Cable Service or Internet Service through other agreements with Comcast will not be counted against the City's allocation under this agreement.
3. ECPs and other site locations that currently receive Comcast's complimentary cable service are also identified on Attachment A. Comcast will continue to provide complimentary Digital Starter cable service ("Cable Service") to these identified sites. If an ECP currently pays Comcast for Internet Service or Cable Service, that ECP will be entitled to receive complimentary Internet Service and complimentary Digital Starter Cable Service once the ECP's current contract, if any, has expired. Upon written request to Comcast, Comcast will transition any such ECP to complimentary Internet Service and Cable Service at the current site within thirty (30) days. If an ECP does not currently pay Comcast for Internet Service or Cable Service, but Comcast provides complimentary Internet Service to the ECP site, Comcast will provide complimentary Cable Service to the ECP site upon written request to Comcast. Adding Cable Service will not count as an additional ECP site.
 4. The City may identify up to twenty (20) new or relocated ECP sites per calendar year. Any unused sites will not carry forward into the following year's allocation unless Comcast is unable to complete a standard installation within the same year in which it received an ECP application form from the City no later than forty-five (45) days prior to the end of each such year. Comcast agrees to bear the construction cost to the new or relocated ECP sites up to a maximum of twenty five thousand (\$25,000) per site. Comcast will provide written documentation to the City when the cost of construction for a new or relocated site exceeds \$25,000.
 5. The City will provide electronic copies of a site application form to Comcast and Comcast will acknowledge receipt of the site application. Comcast will notify the City by email within 15 business days if a site is determined not to be serviceable and will provide an explanation. Standard installation of serviceable sites will be completed within 30 days of receipt of the site application form. Comcast will work cooperatively with the affected ECP's representative to identify the best location for the new installations. If sites require construction or are delayed for other reasons, Comcast will communicate with the City as to the reason for delay and expected timeline for installation. Comcast will send the City verification of the completed installation within

10 business days of completion. The City and Comcast agree to maintain a common installation status tracking document.

6. For purposes of this letter, “Internet Service” is defined as including, but not limited to, installation and wiring to a single point, the modem/router/wifi device normally provided for that tier of business service at the time of installation, Internet service, normal technical support, and those other features normally advertised for that tier of business services. Each site location will receive Comcast’s third tier business class internet service (50Mbps as of 2015). The City may request higher level of service up to a maximum of five (5) sites per year. Comcast may, at its discretion increase the service level of additional sites or modems to ensure sufficient bandwidth to maintain quality Comcast services for the number of devices and usage at an ECP.
7. Attachment A also sets forth those locations receiving static IP connections (“IP sites”). Comcast will continue to provide the static IP connection to those IP sites occupied by ECPs who currently receive such connections. The City may request that additional static IP connections be provided, up to a net total of eighty (80) active IP sites at any one time during the Term. Comcast will maintain static IP connections for ECP sites with static IP connections when they relocate.
8. Comcast and the City will conduct joint public awareness and promotional activities, including the distribution by the City or ECP of Comcast’s Internet Essentials and or similar company program information at the ECP sites and promotion of the availability of community technology access and training at ECP sites. The City agrees to require that all sites post a notice acknowledging Comcast’s commitment to provide Internet Service. This will include notice of availability of Comcast’s Internet Essentials program.
9. Each ECP will be responsible for monitoring or restricting usage of the Cable Service and Internet Service in accordance with established practices and requirements, and for equipment installed at ECP sites.
10. Comcast and the City will meet at least annually or as otherwise necessary to reconcile ECP site installation status and counts, review public awareness initiatives for the prior year and plan for the coming year, review bandwidth use, the number of members of the public accessing the Internet Service, and consider enhancements that reflect changes in technology over time.
11. In addition, Comcast will work with City officials to bring to Seattle its pilot program to extend Internet Essentials to low-income seniors aged sixty-two (62) and older who are not connected to the Internet in accordance with the terms specified in attachment B. Subject to the success of the senior pilot in attachment B, if Comcast adds additional groups to its Internet Essentials program in the future, it will discuss the feasibility of adding such groups in Seattle with the City.

12. Comcast and the City have discussed in good-faith ways in which both parties can help bridge the digital divide. Comcast commits to work with the City to explore and potentially implement a program under which the City can use franchise fees to assist with the purchase of computers for at risk youth to further their participation in Comcast's Internet Essentials program and explore options around the ninety-day waiting period.

As we have discussed with your staff, Comcast enters into these voluntary commitments in support of the Mayor's Initiative, and with the understanding that the City will recognize and promote Comcast's efforts to bridge the digital divide and to support digital equity. We look forward to our continued partnership with the City in the service of these important goals.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kyle McSarrow", is written over a horizontal line. The signature is stylized and cursive.

Kyle McSarrow
Regional Senior Vice President
Comcast Cable Communications Management, LLC