

AGREEMENT

This Agreement is intended to set forth several commitments between Mile Hi Cable Partners L.P. (on behalf of its operating affiliates, referred to hereinafter as “Comcast”) and the City and County of Denver, Colorado (hereinafter, “Denver”) that are in addition to the Franchise Agreement to be adopted by Ordinance (hereinafter, “the Franchise”). These items have been negotiated in good faith and agreed to as part of the informal franchise renewal process pursuant to 47 U.S.C. § 546(h), and specifically relate to the unique community needs that exist in Denver.

1. Channel Capacity and Use – High Definition (“HD”) Digital Access Channels: Pursuant to Section 12.2 of the Franchise, Comcast is required to provide at no cost to Denver one outlet of Basic Service and Digital Starter Service to Denver-owned and occupied buildings. In addition to those Section 12.2 requirements, and at the time that Denver activates an HD Digital Access Channel pursuant to Section 9.2 of the Franchise, Comcast shall provide to Denver, at no cost to Denver, one (1) outlet of basic HD service and one (1) HD cable box to be located at the City and County Building, 1437 Bannock Street, for the sole purpose and use by Denver to monitor the HD Digital Access Channel’s signal. At the time of the activation of a second and third HD Digital Access Channels, a second and third outlet of basic HD service and HD cable boxes will be supplied to Denver at no cost to Denver, and shall be located at the current location of the public and education access channels operated by Open Media Foundation, at 700 Kalamath Street, and Denver Public Schools, at 1250 Welton Street, or their successors, for the sole purpose and use by those access entities to simultaneously monitor the second and third HD Digital Access Channels required by the Franchise. If the location of the government or the public or education access channels changes after the effective date of this Agreement, Comcast will provide one (1) outlet of basic HD service and one (1) HD cable box at no cost to Denver at the new Government or public or education access channel location, provided, however, that any costs to construct and maintain any necessary cable drops into such locations will be the responsibility of Denver.

2. Marketing for Relocation of Access Channels: Following the Effective Date of the Franchise, and in the event that Comcast changes the channel designation of any Public, Educational, or Governmental Access Channel (“Access Channel”), provided pursuant to Section 9 of the Franchise, then:

- A. Comcast will show three (3) channel crawls per hour identifying the relocation of the Access Channel for thirty (30) days prior to the effective date of the relocation;
- B. Comcast will provide two (2) cable box messages each week to subscribers for four (4) weeks prior to the effective date of the relocation;
- C. Comcast will include one (1) written bill message to subscribers as part of their bills sent prior to the effective date of the change in channel designation, and one

(1) written bill message to subscribers in their bills sent subsequent to the effective date of the change in channel designation, provided that space for such bill message is available that is clearly visible and is in a font size and type equal to the regular text of the bill; and

- D. Comcast will reimburse the actual out-of-pocket cost of Denver's marketing and rebranding efforts directly related to the relocation of any Access Channel, provided that such amount shall not exceed \$5,000 per Access Channel with a maximum total amount of actual reimbursement not to exceed \$20,000. This reimbursement applies only to the channel relocation of any active SD Access Channel and any HD Access Channel that has occupied its then current channel designation for at least 180 days. In addition, if an HD Access Channel is a simulcast of an SD Access Channel then the reimbursement for the actual out-of-pocket cost of Denver's marketing and rebranding efforts shall not exceed \$5,000 for both channel relocations. Reimbursement is due to Denver within forty-five (45) days of Comcast's receipt of a detailed invoice provided by Denver.

The terms and conditions of this "Section 2. Marketing for Relocation of Access Channels" do not apply to any change in channel designation required by Federal law or any change in channel designation outside of Comcast's control.

3. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

4. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

5. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The terms and conditions of this Agreement are binding upon Denver and Comcast and their

successors and assigns. Comcast agrees that a violation of these terms by Comcast may be considered by Denver as a material violation of the Franchise, subject to the provisions of Section 13 of the Franchise. It is understood that fulfillment of these obligations is also necessary and part of the consideration to secure the renewed Franchise.

Acknowledged and agreed to this ___ day of _____, 2013.

MILE HI CABLE PARTNERS, L.P.

By: Comcast of Florida, Its General Partner

By: Tele-Communications of Colorado, Inc., Its General Partner

By: _____

Richard C. Jennings

Title: Authorized Agent; Regional Senior Vice President – Cable Management

Contract Control Number: TECHS-201313091-00

Contractor Name: COMCAST

By: _____


Name: Richard C. Jennings
(please print)

Title: Regional Senior Vice President-
(please print) Cable mgmt.

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____

