

**CABLE TELEVISION FRANCHISE EXTENSION AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY AND
COMCAST OF NASHVILLE I, LLC**

THIS CABLE TELEVISION FRANCHISE EXTENSION AGREEMENT is entered into this ___ day of _____, 2023, by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metropolitan Government") and Comcast of Nashville I, LLC, a Delaware Limited Liability Company qualified to do business in Tennessee ("Comcast").

WITNESSETH

WHEREAS, the Metropolitan Government and Comcast, entered into a Cable Television Franchise Agreement effective on or about May 5, 2013 (the "Franchise Agreement"), which was approved by Metropolitan Council Ordinance BL2013-395; and,

WHEREAS, under the terms of the Franchise Agreement, Comcast's franchise was scheduled to expire on or about May 5, 2023; and,

WHEREAS, the Franchise Agreement provided in Section 14.6 that it could be modified as follows:

14.6 Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by Metropolitan Government and the Grantee, which amendment shall be authorized on behalf of Metropolitan Government through the adoption of an appropriate resolution or order by Metropolitan Government, as required by applicable law. . . ;

and,

WHEREAS, it is stipulated by the parties that this Cable Television Franchise Extension Agreement accomplishes such a modification (once it is approved by Council), consistent with Section 14.6 of the Franchise Agreement; and,

WHEREAS, Comcast timely filed a request with the Metropolitan Government to activate the formal process for renewing the Franchise Agreement pursuant to Title VI, Section 626 of The Communications Act of 1934, as amended, (47 U.S.C. § 546), reserving all applicable rights with respect to the renewal of the Franchise Agreement; and,

WHEREAS, the parties hereto are engaged, through their lawfully designated employees, representatives, and agents, in good faith discussions in the franchise renewal process, as authorized under 47 U.S.C. § 546; and,

WHEREAS, it is unlikely that the franchise renewal process, which must include approval of a new franchise by ordinance of the Metropolitan Council, can be concluded by May 5, 2023; and,

WHEREAS, Section 11.8 of the Franchise Agreement provided for Comcast to make to the Metropolitan Government a Public, Education, and Government (PEG) access support grant in the amount of Two Hundred Thousand Dollars (\$200,000.00) on each of the nine (9) succeeding anniversary dates of the effective date of the Franchise Agreement, which annual grants were a part of the Metropolitan Government's consideration for the grant of the franchise, and which language was drafted in contemplation of, and tied to, the Franchise Agreement's ten year term; and,

WHEREAS, if the term of the Franchise Agreement is extended as contemplated herein, the Metropolitan Government's consideration for it, including the PEG access support grants, should likewise be extended; and,

WHEREAS, the parties hereto have agreed to extend the initial term of the franchise of Comcast for an additional twelve months, through May 5, 2024, subject to the conditions stated hereinbelow.

NOW, THEREFORE, for good and valuable consideration, The Metropolitan Government and Comcast agree to the following:

1. That the term of the Franchise Agreement dated on or about May 5, 2013, by and between the Metropolitan Government and Comcast, and approved by Metropolitan Council Ordinances No. BL2013-395 is hereby extended for twelve additional months, until and through May 5, 2024 (the "Extension Period").

2. To extend commensurately the obligations of the parties set forth in Section 11.8 of the Franchise Agreement during the Extension Period, Comcast shall, within thirty (30) days of the effective date of the Ordinance approving this Franchise Extension Agreement, provide an additional PEG access support grant to the Metropolitan Government of Two Hundred Thousand Dollars (\$200,000.00) to be used by the Metropolitan Government, in its sole discretion, for public, educational, and governmental access equipment, facilities and support. On or before the thirtieth (30th) day of the effective date of any ordinance approving this Franchise Extension Agreement to extend the term of the Franchise Agreement, the Metropolitan Government shall cause to be delivered to Comcast a report summarizing PEG access plans for the up coming fiscal year. Such report shall include the amount of content produced during the prior

fiscal year, the proposed annual budget, and capital expenditures for both the prior fiscal year as well the proposed capital expenditure budget for the upcoming fiscal year.

3. That all other terms and conditions of the Franchise Agreement, as approved by Metropolitan Council Ordinances No. BL2013-395, shall remain unchanged and in full force and effect throughout this extended term, and the parties shall continue to be bound by and comply with all such other terms and conditions.

4. That this Cable Television Franchise Extension Agreement shall not be construed to prejudice, or waive, any rights which either party may have under Title VI of the Communications Act of 1934, as amended, 47 U.S.C. §§ 521 *et seq.*, the Competitive Cable and Video Services Act, Tenn. Code Ann. §§ 7-59-301 *et seq.*, or any other applicable laws of the United States and the State of Tennessee.

5. This Cable Television Franchise Extension Agreement is entered into for the sole purpose of allowing the parties adequate time to complete the franchise renewal process, and other ancillary processes, and shall not be construed as a franchise extension under Section 6.08.030 of the Metropolitan Code to which the application provisions and other requirements of Section 6.08.040 of the Metropolitan Code would apply.

6. This Franchise Extension Agreement will not take effect until it is approved by Ordinance of the Metropolitan Council, but once so approved shall be deemed retroactively effective as of May 5, 2023.

IN WITNESS WHEREOF, the parties, the Metropolitan Government and Comcast, have executed this Agreement by signatures of their lawfully designated representatives, on the day, month and year first above written.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY

Metropolitan Mayor

ATTEST:

Metropolitan Clerk

APPROVED AS TO AVAILABILITY
OF FUNDS:



Director of Finance

APPROVED AS TO FORM AND
LEGALITY:

Theresa Costonis

Assistant Metropolitan Attorney

COMCAST OF
NASHVILLE I, LLO

By: 

Name: MELINDA LITTLE

Title: VP Government Affairs