



**November 16, 2009**  
***VIA Certified Mail***

The Honorable Bill Baarsma  
City of Tacoma Mayor  
8747 Market Street, Suite 1200  
Tacoma, WA 98402-3766

Dear Mayor Baarsma:

The purpose of this letter agreement is to set forth several commitments between Comcast of Tacoma, Inc. and Comcast of Puget Sound, Inc. (collectively "Comcast") and the City of Tacoma ("City") that are in addition to the obligation contained in the Franchise Agreement, to be adopted by the City and executed by Comcast, Ordinance \_\_\_\_\_ (hereinafter the "Franchise"). These items set forth herein: 1) have been negotiated in good faith and mutually agreed to by Comcast and the City as part of the informal franchise renewal process pursuant to 47 U.S.C. 546(h); 2) are provided by Comcast in consideration of the grant of the Franchise; and 3) specifically relate to unique community needs that exist in the City.

**A. TV Tacoma transported in High Definition (HD)**

Comcast shall transport TV Tacoma in high-definition (HD) format upon ninety (90) days advance written notice by City and only at such time as City transmits programming in an HD format from the City's Master Control Center.

**B. PEG Access Channels**

City acknowledges that the majority of customers receive digital signals at the time of Franchise execution. When Comcast converts the majority of PEG Access Channels to digital format, Comcast shall ensure that Basic only analog subscribers will be able to view all PEG Access Channels on at least one television receiver in manner comparable to other basic service tiered digital channels.


The terms and conditions of this letter agreement are binding upon the City and Comcast and their successors and assigns. Enforcement of the terms of this letter agreement shall be consistent with the enforcement procedures set forth in the Franchise. Comcast stipulates that a

**ORIGINAL**

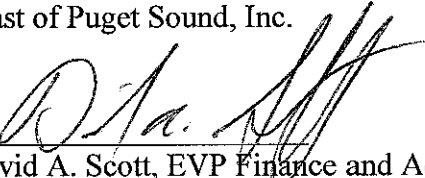
violation of these terms by Comcast may be considered by the City as a material violation of the Franchise and shall subject Comcast to all remedies available to the City under the Franchise.

Acknowledged and agreed to this 29<sup>th</sup> day of December, 2009.

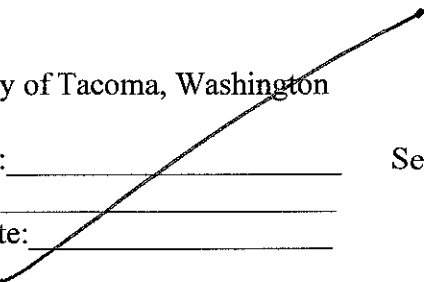
Comcast of Tacoma, Inc.

By:   
Its: David A. Scott, EVP Finance and Administration  
Date: \_\_\_\_\_

Comcast of Puget Sound, Inc.

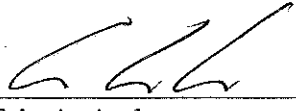
By:   
Its: David A. Scott, EVP Finance and Administration  
Date: \_\_\_\_\_

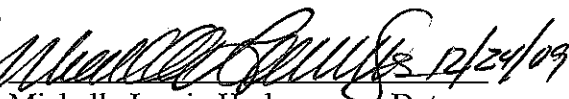
City of Tacoma, Washington

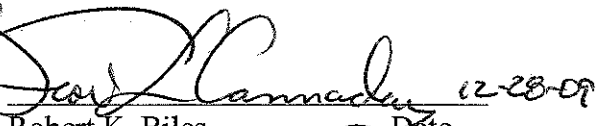
By:  See attached page  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**SIGNATURE PAGE FOR CITY OF TACOMA**

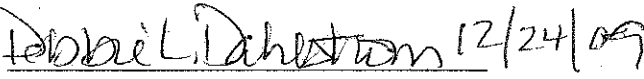
City of Tacoma, Washington

  
Eric A. Anderson      12-29-09  
City Manager      Date

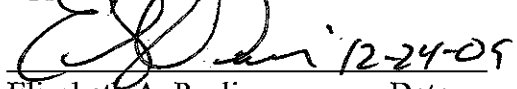
*NKJ*  
  
Michelle Lewis-Hodges      12/24/09  
Information Technology Director      Date

  
Robert K. Biles      12-28-09  
Finance Director      Date  
OR Designee

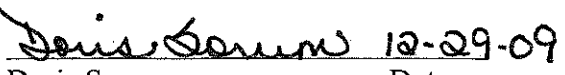
Approved as to Form:

  
Debbie L. Dahlstrom      12/24/09  
Risk Manager      Date

Approved as to Form:

  
Elizabeth A. Pauli      12-24-09  
City Attorney      Date

Attest:

  
Doris Sorum      12-29-09  
City Clerk      Date