

**MEMORANDUM OF UNDERSTANDING NO. 8667**  
**BETWEEN**  
**COMCAST CABLE COMMUNICATIONS, LLC (“COMCAST”)**  
**AND**  
**NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**  
**RELATED TO COMCAST’S APPLICATION FOR FEDERAL FUNDING ACCOUNT**  
**FUNDS ADMINISTERED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION**  
**FOR BROADBAND INFRASTRUCTURE AND SERVICE DEPLOYMENT TO**  
**UNSERVED AND UNDERSERVED AREAS IN NAPA COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is entered into this \_\_\_\_\_ day of September, 2023, by and between Comcast Cable Communications, LLC a Delaware limited liability company whose address is 1701 JFK Boulevard, Philadelphia, PA 19103 (hereinafter “Comcast”) and Napa County, a political subdivision of the State of California whose address is 1195 Third Street, Suite 310, Napa, CA 94559 (hereinafter “County”). Comcast and County may individually be referred to as a “Party” or, collectively, as “Parties”.

WITNESSETH, THAT:

WHEREAS, beginning June 8, 2023, the County solicited proposals from prospective partners to pursue and utilize Federal Funding Account (“FFA”) funds to develop broadband infrastructure in priority area(s) within the County (the “Solicitation”);

WHEREAS, Comcast responded to the Solicitation with a proposal dated July 21, 2023 seeking government support for an FFA application to be prepared and submitted by Comcast (the “Proposal”);

WHEREAS, Comcast is an “Eligible Entity” under the FFA Program Rules and Guidelines and has substantial experience designing, building, and operating broadband networks;

WHEREAS, the Parties are committed to closing the digital divide within the County;

WHEREAS, County is able to provide a letter of support or endorsement for inclusion in Comcast’s FFA applications for FFA Funds (collectively, the “Applications”) to be submitted to the California Public Utilities Commission (“CPUC”) as “Application Item 13”;

WHEREAS, the Parties desire to enter into an agreement which sets forth the conditions upon which the County will provide a letter of support or endorsement for inclusion in the Application as “Application Item 13”;

WHEREAS, Comcast will be the named applicant for the Applications; and

WHEREAS, Comcast will prepare and the County will approve the Applications, which must be submitted to the CPUC on or before September 29, 2023, at 4 p.m. PDT, subject to amendment by the CPUC (the “Application Deadline”).

NOW, THEREFORE, the Parties agree as follows:

**1. Comcast shall:**

- a. Adhere to all commitments, to the extent applicable, made in its Proposal, which is incorporated by this reference into this MOU. Said commitments include, but are not limited to, the payment of California prevailing wages for contract labor and maintenance of insurance sufficient to comply with its statewide franchise.
- b. Prepare and provide the County sufficient time to review and approve the Application.
- c. Take commercially reasonable efforts to timely submit the Applications to the CPUC as the named applicant by the Application Deadline.
- d. If awarded based on the Application:
  - i. Adhere to all commitments made in the FFA application(s) including, but not limited to, the Deployment Schedule and Pricing Commitment.
  - ii. Comply with all terms and conditions of the Broadband Grant.
  - iii. Assume all risks and responsibilities for designing, building, operating, and maintaining the broadband network.
  - iv. Provide County with quarterly progress reports and notify County promptly of any significant project delays or developments.
  - v. Complete the project(s) pursuant to the Application with awarded FFA funds supplemented, if necessary, with Comcast's own, private capital without any funding support from the County.

**2. County shall:**

- a. Determine which of the following priority area(s) will be included in the Application and whether Comcast shall submit one or multiple applications:
  - i. Rutherford – Area 6
  - ii. Calistoga – Area 7
  - iii. Combined St. Helena and Carneros – Areas 5 and 10C
  - iv. Milliken Creek/Mount George – Area 1
- b. Provide timely review and input on the Applications upon request by Comcast.
- c. Produce a letter of support or endorsement for inclusion in the Applications as “Application Item 13”.
- d. Not provide any financial support.

**3. Term.**

The term of this MOU shall commence on the date first written above and shall continue to the later of the CPUC review period or, if awarded, 36 months from the date of award pursuant submitted Applications.

**4. Termination.**

- a. This MOU may be terminated by either Party at any time, upon sixty (60) days' written notice by one to the other.

- b. If either Party defaults in its performance, the non-defaulting Party shall promptly notify the defaulting Party in writing. If the defaulting Party fails to cure a default within thirty (30) days after notification or if the default requires more than thirty (30) days to cure and the defaulting Party fails to commence to cure within such thirty (30) day period, the non-defaulting Party may terminate this MOU.

**5. Notices.**

Any notice to be given under this MOU shall be in writing and shall be served either by personal delivery or by first class mail; postage prepaid, via certified mail, and shall be deemed delivered when it is mailed to Comcast or County and addressed as follows:

Comcast:        Brian Bottari  
                    Comcast Cable Communications, LLC  
                    3011 Triad Place  
                    Livermore, CA 94551  
                    [Brian\\_Bottari@comcast.com](mailto:Brian_Bottari@comcast.com)

*With a copy to:*

Comcast Cable Communications Management, LLC  
One Comcast Center  
1701 JFK Boulevard  
Philadelphia, PA 19103  
Attn: Cable Law Department – Operations  
[Legal\\_Notices@comcast.com](mailto:Legal_Notices@comcast.com)

County:         Jon Gjestvang  
                    1195 3rd Street, Suite 310  
                    Napa, CA 94559  
                    [broadband@countyofnapa.org](mailto:broadband@countyofnapa.org)

**6. California Law.**

This MOU shall be subject to and construed in accordance with the laws of the State of California.

**7. Amendments.**

This MOU may be modified or amended only by a written amendment hereafter entered into between the Parties and signed and dated by both.

**8. Severability.**

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

**9. Complete Agreement.**

This MOU, together with Comcast’s Proposal, constitute the full and complete agreement of the Parties with respect to the subject matter hereof.

**10. Counterparts.**

This MOU may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**IN WITNESS WHEREOF**, this MOU was executed by the Parties hereto as of the date first above written.

COMCAST CABLE COMMUNICATIONS, LLC, a Delaware limited liability company



By \_\_\_\_\_

BETH HESTER,  
Vice President, External Affairs

“Comcast”

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_

BELIA RAMOS,  
Chair of the Board of Supervisors

“County”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>September 5, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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