

MEMORANDUM OF UNDERSTANDING

On March 24, 2024, **Santaquin City, Utah (hereinafter, “City”)**, granted **Comcast of Wasatch, Inc.** (hereinafter, “Comcast”) a cable franchise to construct, operate, and maintain a cable system within the City boundaries. The construction of the cable system will bring an additional competitive choice to residents and businesses in the City for cable, broadband, telecommunications and other services.

Comcast’s construction of its cable system will require the review and processing of a number of construction permits issued by the City and related field work, which will require time and effort that exceeds the capacity of present City staffing levels. This exceedance of the City’s staffing capacity could interfere with the timely processing of Comcast and other permit applications.

It is in the public interest to ensure permit applications continue to be processed in a timely manner.

In recognition of the temporary burden its construction project will place on the City’s permitting resources, Comcast has offered to provide funding for additional temporary staffing in the City’s permitting department and related field work. This Memorandum of Understanding documents the terms of that funding.

The City and Comcast agree as follows:

1. Comcast will provide funding in the amount of \$10,000 per month for an initial period of six months (hereinafter “Permit Funding”). The Permit Funding may be extended on a month-to-month basis by mutual agreement of Comcast and the City, which extension shall be documented in writing (e-mail or letter) by authorized representatives of each party.
2. The City agrees to use the Permit Funding to hire additional temporary staffing for the permitting office and related field work or to cover regular and or overtime costs incurred by City staff. The City has and shall continue to determine the number of additional staff needed but in no case less than the personnel that the City determines necessary to process timely permits and related field work. The City may also use the Permit Funding for additional equipment needed for the temporary staff (for example computers and other office equipment, vehicle usage, etc.), or for equipment or software that improves the overall operation of the City’s permitting processes.
3. The City shall have sole discretion in the employment and hiring processes, setting wages, applicant qualifications, work hours, and all other terms of employment of anyone employed and or hired using the Permit Funding. Comcast shall have no employer-employee relationship with anyone employed or hired using the Permit Funding. Comcast shall have no liability for or duty to anyone employed or hired by the City using the Permit Funding.
4. In consideration of the Permit Funding, the City agrees that Comcast’s permit applications will be processed in a timely manner in order to help Comcast keep the project on schedule and ensure that residents and businesses have access to the competitive options for cable, broadband, telecommunications and other services as soon as possible. However, any person hired using the Permit Funding need not work exclusively on Comcast permit applications and related field work. It is understood that

all permit applicants may benefit from the increased permit processing capacity made available by this program. Nothing in this Memorandum of Understanding is intended or shall be construed to provide preferential treatment to Comcast in the priority or sufficiency of construction permit applications.

5. This MOU is solely between the City and Comcast. It extends no rights to any third-party beneficiaries nor shall such persons have a right to assert any claims arising out of this MOU.
6. Comcast agrees that the Permit Funding is provided voluntarily by the company and shall not constitute a tax or a cable franchise fee, nor be deducted from future cable franchise fee payments or any other payment owed the City pursuant to the cable franchise.

Agreed to by:

FOR COMCAST OF WASATCH, INC.
UTAH

FOR SANTAQUIN CITY,

Name: _____

Name:

Title: _____

Title:

Date: _____

Date:
