

DOCUMENT ROUTING FORM

④ ✓ 4/29/14 Ⓛ

NAME OF DOCUMENT: AGREEMENT BETWEEN COMCAST CABLE COMMUNICATIONS MGMT., LLC AND CITY OF FORT LAUDERDALE

Approved Comm. Mtg. on April 1, 2014 CAM #14-0391

RUSH

ITEM: P - 3

Routing Origin: CAO ENG. COMM. DEV. OTHER: _____

Also attached: copy of CAR copy of document ACM Form # 4 originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: *M. Kelly*
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: _____
Finance Director

Amount Required by Contract/Agreement \$ \$137,873 Funding Source _____

Dept./Div. ITS/Telephone/Network Index/Sub-object: ITS020102-3628 Project # _____

3.) City Attorney's Office: Approved as to Form: # 4 Originals to City Mgr. By: *L. Blanco*
Paul Bangel

4.) Approved as to content: Assistant City Manager:
By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

2014 APR 16 PM 3: 09
CITY MANAGER

- 5.) City Manager: Please sign as indicated and forward originals to Mayor.
- 6.) Mayor: Please sign as indicated and forward originals to Clerk.
- 7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward originals of document to: Diana Scott
 Original Route form to Linda Blanco

4/28
2014 APR 11 AM 8: 23
CITY ATTORNEY'S OFFICE



COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)		
MSA ID#:FL-294274-dkeen-182115	MSA Term: 60 months	Account Name: City of Fort Lauderdale, a Florida municipality
CUSTOMER INFORMATION		
Primary Contact: Andrew Parker	Primary Contact Address Information	
Title: Senior Network Manager	Address 1: 100 North Andrews Ave.	
Phone: (954)828-5095	Address 2:	
Cell:	City: Fort Lauderdale	
Fax:	State: Florida	
Email: aparker@fortlauderdale.gov	Zip Code: 33301	

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), , and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service>. Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/pdfs/Enterprise-Acceptable-Use-Policy.pdf>, and the High-Speed Internet for Business Privacy Policy (Privacy Policy") located at <http://business.comcast.com/pdfs/Enterprise-Privacy-Policy.pdf>. Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

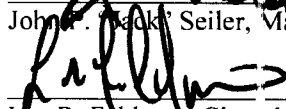
BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CITY OF FORT LAUDERDALE:

ATTEST:


 Jonda K. Joseph, City Clerk


 John F. Seiler, Mayor


 Lee R. Feldman, City Manager



[Signature]

Approved as to form:

Sr. Assistant City Attorney

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC:

By: [Signature]

Print Name: Scott W. Roberts

Title: SVP, Business Services

STATE OF Georgia
COUNTY OF Cherokee

On this 3 day of April 2014, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Scott Roberts, the SVP of Comcast, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

[Signature]
(Signature of Notary)

My Commission Expires: 10/31/16

FIRST AMENDMENT

to

Comcast Enterprise Services Master Services Agreement No. FL-294274-dkeen

This First Amendment (“Amendment”) is concurrently entered into on April 3, 2014 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. FL-294274-dkeen (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and the City of Fort Lauderdale, a Florida municipality (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. The Definitions section of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Confidential Information: To the extent permitted by Florida law, all information regarding either Party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential.” or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, and to the extent permitted by Florida law, Confidential Information may include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties’ communications regarding such items. Without limiting the generality of the foregoing, Confidential Information shall include information that is a trade secret pursuant to Florida law.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s), including Customer’s rights of way.”

2. Article 1 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Comcast may change or modify the Agreement, and any related policies from time to time (“Revisions”) by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer’s use of the Service(s). If after notice of such adverse effect Comcast is unable to reasonably mitigate the Revision’s impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer’s sole and exclusive remedy.”

3. Article 2.2 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space (“Access”), both within and/or outside each Service Location.

“Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those reasonable costs and expenses shall apply to Customer’s final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days’ prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use”

4. Article 2.4 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services, except that, in the case of any Comcast Equipment or fiber optic cable in Customer’s right-of-way, Comcast shall comply with all City of Fort Lauderdale ordinances, rules, regulations, policies, and permits regarding rights-of-way. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement, provided, however, that such maintenance shall be at Comcast’s expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of Comcast.”

5. Article 2.5 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Ownership, Impairment and Removal of Network, The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast’s title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast’s discontinuance of Service to the Service Location(s), Comcast retains the right to remove, in accordance with Florida law and City of Fort Lauderdale rules, regulations, policies, ordinances, and permits, the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.”

6. Article 3.3 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of a proper invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the proper invoice date, however, Customer’s account shall provide for a fifteen (15) day Grace Period (“Grace Period”) immediately subsequent to the thirty (30) day payment remittance period. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer’s first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.”

7. Article 3.5 of the General Terms and Conditions is hereby modified to read as follows:

“Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer’s credit history from others and to enter this information in Customer’s records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast’s provision of the Services, or as a condition to Comcast’s continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer’s charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer’s account or will be refunded to Customer, as determined by Comcast. Notwithstanding the foregoing, Comcast acknowledges Customer has passed initial credit requirements and deposits will not be required in regards to Sales Order ID # FL-294274-dkeen-182115”

8. Article 3.7 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Other Government-Related Costs and Fees. Except to the extent Customer is exempt, Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be

changed with or without notice, In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment."

9. Article 3.8 of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice."

10. Article 3.9 of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"Past-Due Amounts. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment which Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity."

11. Article 5.3 Section B of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"Comcast may, except as otherwise provided by Florida law, delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems."

12. Article 5.3 Section C of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any) up to notice of termination;"

13. Article 6.1 Section A of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE

NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.”

14. Article 7 (INDEMNIFICATION) of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby deleted in its entirety.

15. Article 8.1 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, subject to such documentation being in accordance with Florida law, including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.”

16. Article 8.2 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Restrictions. The Parties acknowledge and agree that Software shall not be provided in connection to the Services rendered under this Agreement. In the event that the Customer wishes to purchase Software during the Service Term, Comcast and Customer shall in good faith negotiate an Amendment to the Agreement applicable to the provision of said Software”

17. Article 8.6 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, to the extent the Services are not public records as defined by Florida law, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.”

18. Article 9.1 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Disclosure and Use. Subject to Chapter 119 F.S., all Confidential Information disclosed by either Party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party’s employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.”

19. Article 9.3 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Publicity. The Agreement provides no right to use any Party’s or its affiliates’ trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party, except to the extent permitted by Florida law.”

20. Article 9.6 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer’s use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service. For the avoidance of doubt, the prescreening or monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

21. Article 11.15 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Non-Appropriation of Funds. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state or federal agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated (“Termination”) by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this “Non-Appropriation of Funds” provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Comcast in accordance with Article 3.3 herein. The capital expenses amount set forth hereunder shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order for any fiscal period under the applicable Sales Order Term.”

22. Article 11.16 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Maintenance of Records. Comcast shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained in accordance with Comcast’s Records and

Information Management Policy. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for the public records purposes during the term of the Agreement and for four years following the termination of this Agreement.”

23. Article 11.17 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Governing Law, Venue, Interpretation, Costs, and Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, Customer and Comcast agree that venue shall lie in the 17th Judicial Circuit, Broward County, Florida, in the appropriate court or before the appropriate administrative body, or in the event of federal jurisdiction, in the Southern District of Florida. This agreement shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Broward County, or pursuant to the Federal Rules of Civil Procedure in the event of an action in federal court.”

24. Article 11.18 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Attorney’s Fees and Costs. Comcast agrees that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and court costs (including such costs through all appellate proceedings) as an award against the non-prevailing party.”

25. Article 11.19 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Public Access. Comcast and Customer shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by Comcast and Customer in connection with this Agreement; and either party shall have the right to unilaterally cancel this Agreement upon violation of this provision by the other.”

26. Article 11.20 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Comcast and the Customer in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Customer be required to contain any provision for waiver.”

27. Article 11.22 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Covenant of No Interest. Comcast and Customer covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance

under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.”

28. Article 11.23 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Code of Ethics. Customer agrees that officers and employees of the Customer recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one’s agency; unauthorized compensation; mis use of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.”

29. Article 11.24 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“No Solicitation/Payment. Comcast and Customer warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, Comcast agrees that the Customer shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.”

30. Article 11.25 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Comcast agrees to execute such documents as Customer may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by Comcast shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.”

31. Article 11.28 is hereby added of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) to read as follows:

“Notwithstanding anything to the contrary contained in this Agreement, Comcast shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Customer in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Customer, all public records in possession of Comcast upon termination of this contract and destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

CITY OF FORT LAUDERDALE:

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

John P. Jack Seller
John P. Jack Seller, Mayor

Lee R. Feldman
Lee R. Feldman, City Manager

[Signature]
Approved as to form:
Sr. Assistant City Attorney

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC:
By: Scott W. Roberts
Print Name: Scott W. Roberts
Title: SVP, Business Services

STATE OF Georgia
COUNTY OF Cherokee

On this 3 day of April 2014, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Scott Roberts, the SVP of Comcast, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

[Signature]
(Signature of Notary)

My Commission Expires: 10/31/16