

OFFICER'S CERTIFICATE

I, Derek H. Squire, Vice President, Senior Deputy General Counsel, and Assistant Secretary of Comcast Cable Communications Management, LLC, a Delaware limited liability company (the "Company"), do hereby certify as follows:

Lisa J. Panepinto is a duly elected and appointed officer of the Company, holding the title of Senior Vice President of Operations; and

Lisa J. Panepinto is authorized to execute any and all documents on behalf of the Company in her capacity as Senior Vice President of Operations.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on June 1, 2022.

DocuSigned by:
Derek Squire
BC9A8B350CEA474...

Derek H. Squire
Vice President, Senior Deputy General
Counsel, and Assistant Secretary

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FI-25848367-DIngb	MSA Term: 60 months	Customer Name: City of Fort Lauderdale
CUSTOMER INFORMATION		
Primary Contact: Andrew Parker		<u>Primary Contact Address Information</u>
Title:	Address 1: 100 North Andrews Avenue	
Phone: (954) 828-4095	Address 2:	
Cell:	City: Fort Lauderdale	
Fax:	State: FL	
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) Amendments (First Municipal Amendment includes Exhibit A – General Terms and Conditions, Exhibit B - Ethernet Dedicated Internet Services Product-Specific Attachment, Exhibit C - Intrastate Ethernet Transport Services Product-Specific Attachment and Exhibit D – Pricing Sheet) (3) General Terms and Conditions, (4) PSA(s) and (5) 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 PSAs (other than EDI PSA and the Intrastate Transport PSA) are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the PSAs (other than EDI PSA and the Intrastate Transport PSA), 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.

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IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement 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.

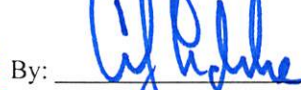
ATTEST:



David R. Soloman, City Clerk



CITY OF FORT LAUDERDALE



By: Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: 06 24 22

Approved as to form:



By: Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC



Signature

ANNETTE M. WARREN

Print Name



Signature

RYAN C. ROVE

Print Name



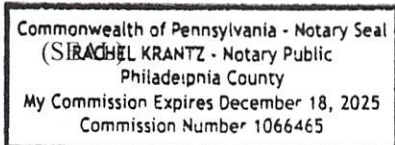
By: Lisa J. Panepinto
Senior Vice President of Operations

(CORPORATE SEAL)

STATE OF PA:

COUNTY OF Phila.:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of June, 2022, by **Lisa J. Panepinto, Senior Vice President of Operations for Comcast Cable Communications Management, LLC** a Delaware company authorized to transact business in the State of Florida.





(Signature of Notary Public, State of PA)

Rachel Krantz

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known OR Produced Identification ✓

Type of Identification Produced OL

FIRST MUNICIPAL AMENDMENT

to

Comcast Enterprise Services Master Services Agreement No. FI-25848367-DIngb

This First Municipal Amendment (“FMA”) effective as of April 26, 2022 (“Effective Date”) is entered into by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Fort Lauderdale (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”.

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

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used and not defined in this FMA have the respective meanings assigned to them in the Agreement.
2. Article 1 of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Attachments. The documents identified below are attached to this Amendment and, subject to the amendments made to the same pursuant to this Amendment (if any), are incorporated into the Agreement by reference:

- (a) the Enterprise Services General Terms and Conditions, Ver. 3.0, June , 2021 attached hereto as Exhibit A (the “General Terms and Conditions”);
- (b) Comcast Enterprise Services Ethernet Dedicated Internet Services Product-Specific Attachment, Ver. 1.13 attached hereto as Exhibit B (the “EDI PSA”);
- (c) Comcast Enterprise Services Intrastate Ethernet Transport Services Product-Specific Attachment, Ver.1.22 attached hereto as Exhibit C (the “Intrastate Transport PSA”);
- (d) Pricing Sheet attached hereto as Exhibit D

“Website” – means the Comcast website where the PSAs (other than EDI PSA and the Intrastate Transport PSA, the Privacy Policy and the Use Policies are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

3. Article 2.1 of the General Terms and Conditions is hereby modified to read as follows:

“Orders. To request Service at a Service Location(s), Customer shall submit a properly completed Sales Order or SOW to Comcast. Such Sales Order or SOW shall become binding on the parties upon the earlier of (i) Comcast’s notice to Customer that it accepts such Sales Order or SOW, (ii) Comcast begins providing the Service described in the Sales Order or SOW or (iii) Comcast begins installation or construction for delivery of the Services. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built or upgraded in order to provide the ordered Services. Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee (“Custom Installation Fee” or “Construction Charges”). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have ten (10) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order or SOW submission.

In such case, Customer shall be deemed to have accepted any additional fees that are in a Sales Order or SOW..”

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

“A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. 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 as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer’s cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order, Comcast and Customer shall cooperate in the retrieval of all applicable Comcast Equipment. If Customer does not cooperate with Comcast in the retrieval of applicable Comcast Equipment, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment.. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer’s list price of such Comcast Equipment or the cost of repair.”

5. Article 2.6 of the General Terms and Conditions is hereby modified to read as follows:

“License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, worldwide, 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. 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, including, without limitation, end-user license agreements for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.”

6. Article 3.2(A) of the General Terms and Conditions is hereby modified to read as follows:

“A. Except as otherwise indicated herein or in a PSA or SOW, 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 an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date; provided, however, that Comcast shall provide Customer with a fifteen (15) day grace period immediately subsequent to such thirty (30) day payment remittance period (the “Grace Period”) and payments received by Comcast prior to the expiration of the Grace Period shall be considered timely. 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 Service Commencement Date 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 based on Customer's agreements with such third parties ("Third Party Fees"). Any such Third-Party Fees shall be payable pursuant to Customer's contract or other arrangement with such third party and/or Comcast. Comcast shall not be responsible for any dispute regarding Third Party Fees. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month and (ii) the highest rate allowed by law including but not limited to the Florida Prompt Payment Act. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement. Notwithstanding the foregoing, nothing in this provision constitutes a waiver of any right that Customer has under the Florida Prompt Payment Act."

7. Article 3.3 of the General Terms and Conditions is hereby modified to read as follows:

"Delivery of Services may be subject to credit approval. 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. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history.

8. Article 4.1 of the General Terms and Conditions is hereby modified to read as follows:

"Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the MSA Term, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The MSA Term commences on the Effective Date and continues for the time set forth on the Master Services Agreement Cover Page."

9. Article 5.1(A) of the General Terms and Conditions is hereby modified to read as follows:

"A. 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 GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION."

10. Article 6.2 of the General Terms and Conditions is hereby modified to read as follows:

"Customer's Indemnification Obligations. To the extent not prohibited by law, Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed

by Customer or its users through the Service; (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer. Nothing in Agreement and any amendments thereto, shall be construed as a modification, compromise, or waiver by Customer of any immunities afforded to it under applicable law or any limits of liability afforded to it by applicable law, including Sec. 768.28, Florida Statutes, with respect to matters arising out of the Agreement."

11. Article 7.1 of the General Terms and Conditions is hereby modified to read as follows:

"Disclosure and Use. All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the 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 (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. 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 less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, (including pursuant to Florida's Sunshine Law) such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

12. Article 9.2 of the General Terms and Conditions is hereby modified to read as follows:

"Assignment or Transfer. Neither party shall assign any right, obligation, or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld; All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party."

13. Article 9.4 of the General Terms and Conditions is hereby modified to read as follows:

"Amendments; Changes to the Agreement. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify (i) the PSAs (other than the EDI PSA and Intrastate Transport PSA), AUP and the Privacy Policy, and any related policies and (ii) to the extent required to comply with applicable laws or regulations or judicial orders, the General Terms and Conditions and the EDI PSA and Intrastate Transport PSA ((i) and (ii), collectively the ("Revisions")) by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any 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 such notice, Comcast is able to verify such adverse effect but 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 for any Revisions. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect."

14. Article 9.7 of the General Terms and Conditions is hereby modified to read as follows:

"Choice of Law; Compliance with Laws. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Fort Lauderdale, Florida and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

15. Article 9.9 of the General Terms and Conditions is hereby modified to read as follows:

"Scrutinized Companies. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel."

16. Article 9.10 is hereby added to the General Terms and Conditions to read as follows:

"Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of 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."

17. Article 9.11 is hereby added to the General Terms and Conditions to read as follows:

"Public Records. The Parties acknowledge and agree that all provisions of the Florida Public Records Law, Chapter 119, Florida Statutes, are and shall be binding and enforced at all times with regard to all action and activities under this Agreement. If by providing Services pursuant to the Agreement, Comcast is a contractor as defined by Section 119.0701, Florida Statutes, Comcast shall:

- A. Keep and maintain public records required by Customer to perform the Services.
- B. Upon request of Customer's custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of the term of the Agreement and following completion of the Agreement if Comcast does not transfer the records to Customer.
- D. Upon natural expiration or termination of the Agreement, Comcast shall transfer to Customer, at no cost, all public records in possession of Comcast or keep and maintain public records required

by Customer to perform the Services. If Comcast transfers all public records to Customer upon termination or expiration of the Agreement, Comcast shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Comcast keeps and maintains public records upon completion of this Agreement, Comcast shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

**IF COMCAST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO COMCAST'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**CITY CLERK'S OFFICE
100 NORTH ANDREWS AVENUE,
FORT LAUDERDALE, FLORIDA 33301,**

PHONE: 954-828-5002

EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV

18. Article 9.12 is hereby added to the General Terms and Conditions to read as follows:

"Non-Appropriation of Funds. In the event funds are not appropriated by the applicable federal and/or state agency during any fiscal period of the Service Term of Sales Order FI-25848367-DIngb-20428232, such Sales Order may be terminated 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, provided that (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Sales Order; and (b) Customer agrees it will not use non-appropriations as a means of terminating the Sales Order in order to acquire functionally equivalent products or services from a third party. In the event Customer terminates the Sales Order under this provision, neither Party shall have any further obligation to the other Party with respect to such Sales Order, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered, for Comcast Equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of Customer under the Sales Order, all of which are to be paid by Customer to Comcast within thirty (30) days of the invoice date; provided, that, the amount of capital expenses owed by Customer shall be reduced by the total amount of non-recurring charges and monthly-recurring charges already paid to Comcast by Customer under the Sales Order 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 any fiscal period under the applicable Sales Order Service Term."

19. Article 9.13 is hereby added to the General Terms and Conditions to read as follows:

""Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and

maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for losses for which the Contractor is responsible hereunder with respect to additional insured parties required herein for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting or otherwise altering the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify or otherwise alter the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a current form CG 20 26 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability for which the Contractor is responsible hereunder.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages.

The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance providing for notice of cancellation in accordance with policy provisions. The Contractor shall provide, or cause to be provided, thirty (30) days' notice to the City prior to cancellation of the required insurance, save that ten (10) days' notice may be given for cancellation due to nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all required liability policies, with the exception of Workers' Compensation and Employer's Liability.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's commercial general liability and automobile liability insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers as additional insureds. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory. The foregoing shall apply only with respect to losses for which the Contractor is responsible hereunder.

All required insurance policies must be maintained until the contract work has been provided by Comcast, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract provided, however, that Comcast shall have at least thirty (30) days from notice of a breach to cure.. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors maintain insurance coverage reasonably appropriate to the scope of each such contractor's or subcontractor's work. Any and all deficiencies are the responsibility of the Contractor.

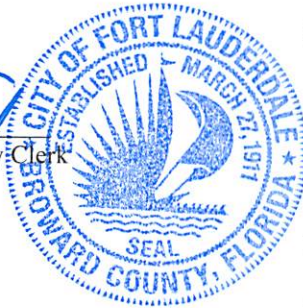
20. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question.
21. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

{REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Parties hereto have executed this First Municipal 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.

ATTEST:

David R. Soloman
David R. Soloman, City Clerk



CITY OF FORT LAUDERDALE

By: Christopher J. Lagerbloom
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: 06 24 22

Approved as to form:

By: Rhonda Montoya Hasah
Rhonda Montoya Hasah
Assistant City Attorney

WITNESSES:

Annette M. Warren
Signature
ANNETTE M. WARREN
Print Name

D. Y. RIVERUCH
Signature
D. Y. RIVERUCH
Print Name

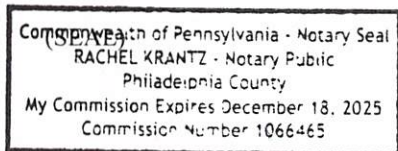
COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

By: Lisa J. Panepinto
Lisa J. Panepinto
Senior Vice President of Operations

(CORPORATE SEAL)

STATE OF PA :
COUNTY OF Phila. :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of June 2022, by **Lisa J. Panepinto, Senior Vice President of Operations for Comcast Cable Communications Management, LLC** a Delaware company authorized to transact business in the State of Florida.



Rachel Krantz
(Signature of Notary Public, State of PA)

Rachel Krantz
(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known OR Produced Identification ✓
Type of Identification Produced DL

Comcast Cable Communications Management, LLC
KWE

1. The first part of the document is a letter from the President of the United States to the Congress, dated March 1, 1801. It is a very important document, as it is the first time that the President has addressed the Congress in writing. The letter is very long and contains many details about the state of the Union and the President's plans for the future.

2. The second part of the document is a report from the Secretary of the Navy, dated March 1, 1801. It is a very important document, as it is the first time that the Secretary of the Navy has reported to the Congress. The report is very long and contains many details about the state of the Navy and the Secretary's plans for the future.

3. The third part of the document is a report from the Secretary of the Treasury, dated March 1, 1801. It is a very important document, as it is the first time that the Secretary of the Treasury has reported to the Congress. The report is very long and contains many details about the state of the Treasury and the Secretary's plans for the future.

COMMUNICATIONS OF THE PRESIDENT OF THE UNITED STATES
 TO THE CONGRESS
 IN THE YEAR 1801
 BY THE SECRETARY OF THE NAVY
 AND THE SECRETARY OF THE TREASURY





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: 6/23/22

DOCUMENT TITLE: Comcast Enterprise Services Master Services Agreement

COMM. MTG. DATE: 5/3/22 CAM #: 22-0396 ITEM #: CAM attached: ☒ YES ☐ NO

Routing Origin: Router Name/Ext: Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects 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, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 6/23/22 RMH
Attorney's Name Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna / Aimee Date: 06/23/22

3) City Manager's Office: CMO LOG #: Don-42 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ CHRIS LAGERBLOOM as CRA Executive Director ☐
TARLESHA SMITH ☐ GREG CHAVARRIA ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☐ Mayor ☒ CCO Date: 6.24.22

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards _____ originals to CCO

7) City Clerk: Scan original and forwards _____ originals to: Friseta Davis (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to Glynis - CAO/Dept.
TM # 22-0396