

THIRD AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. FL-294274-dkeen

This Third Amendment (“Amendment”) is entered into on May 17, 2018 (“Effective Date”) 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 have previously entered into that certain Comcast Enterprise Services Master Services Agreement No. FL-294274-dkeen (“Agreement” and as amended by the First Amendment and the Second Amendment, the “Amended Agreement”);

Whereas, the Parties have previously entered into that certain (i) First Amendment, effective April 3, 2014 (the “First Amendment”) and (ii) Second Amendment, effective October 12, 2016 (the “Second Amendment”); and

Whereas, the Parties desire to amend the Amended Agreement by this this Third Amendment 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. Customer certifies that its use of the Comcast Enterprise Metro Ethernet Transport Services is such that 10% or less of the traffic is jurisdictionally interstate according to FCC regulations. That is, 10% or less of the traffic carried on the Metro Ethernet Transport Services is ultimately bound for the Internet or a location outside the State of Florida.
 - a. In making this certification, Customer may rely on traffic studies or measurements. Where such type of data are not available, Customer may rely on factors, such as the design of its network or the nature of its communications needs, that are reasonably likely to enable Customer to make a good faith approximation of its relative interstate and interstate traffic volumes.
 - b. Upon request, Customer agrees promptly to provide Comcast with documentation that explains the methodology that Customer used to determine, or make a good faith approximation of its relative interstate and interstate traffic volumes. Customer also agrees to promptly provide such other assistance as Comcast may reasonably request to respond to an inquiry from a government authority or its agent regarding the classification of Customer’s traffic, including the appropriate treatment of the traffic under the FCC’s Universal Service program.
 - c. Without waiving any rights of sovereign immunity and to the extent not prohibited by law, Customer agrees to defend, indemnify and hold harmless Comcast from and against any claims, liabilities, damages and expenses, including reasonable attorneys’ and other professionals’ fees, arising out of or relating to any violation of Comcast’s USF contribution requirements or other FCC or other legal or regulatory requirements relating to Customer’s certification regarding its use of the Metro Ethernet Transport Services.
2. Customer agrees to provide Comcast with documentation in support of this certification as may be needed by Comcast to respond to an inquiry from a government authority or its agent regarding the proper classification and assessment of these services.

3. As of the Effective Date set forth herein, the ENS Services set forth in Sales Order Nos. FL-294274-dkeen-6154961; FL-294274-dkeen-5219723; FL-294274-dkeen-6908703; FL-294274-dkeen-6909475; FL-294274-dkeen-7594901; FL-294274-dkeen-182115; FL-294274-dkeen-2368034; FL-294274-dkeen-2428089; FL-294274-dkeen-2778935; FL-294274-dkeen-9940672; FL-294274-dkeen-9483136; FL-294274-dkeen-9439248; FL-294274-dkeen-9436594; FL-294274-dkeen-9439104 are modified to reflect an intrastate Services jurisdiction. Any and all future Sales Order(s) duly executed under the Agreement shall specify the applicable Services jurisdiction therein. Customer agrees to pay all applicable federal, state and local taxes, surcharges and fees that are effective or become effective during the term of the Agreement that are applicable to Comcast intrastate Enterprise Metro Ethernet Transport Services.

4. Intrastate Services are provided by Comcast Phone of Florida, LLC.

IN WITNESS WHEREOF, the Parties hereto have executed this Third 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 Third Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

CITY OF FORT LAUDERDALE

ATTEST:

 Jeffrey A. Modarelli, City Clerk

By: _____
 Dean Trantalis, Mayor

By: _____
 Lee R. Feldman, City Manager

Approved as to form:
 Alain E. Boileau, Interim City Attorney

By: _____
 Assistant City Attorney

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC:

By: _____

Print Name: _____

Title: _____

STATE OF _____:
COUNTY OF _____
-:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ for Comcast Cable Communications Management, LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of
(Signature of Notary Public)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____