

SECOND AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. FI-7489252-CMunr

This Second Amendment (“Amendment”) is concurrently entered into on _____ (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. FI-7489252-CMunr (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Pembroke Pines (“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, as amended, 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 receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

Website: The Comcast website where the PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is <https://business.comcast.com/enterprise/terms-conditions> (as the same may be updated by Comcast from time-to-time).

2. 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 may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast. For purposes of Sales Orders, upon Customer’s signature, the Sales Order will become binding, subject to an engineering review. SOWs shall not become binding unless and until executed by both Parties. 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. After any such engineering review, 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 thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s), without liability.

3. Article 3.1(C) of the General Terms and Conditions is hereby modified to read as follows:

Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively. Notwithstanding anything to the contrary contained in this Article 3.1(C), **each party shall be responsible for any taxes or fees based on its income or receipts and for personal property taxes on property it owns or leases.**

4. Article 3.2 of the General Terms and Conditions is hereby modified to read as follows:

A. 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. Payment is due within thirty (30) days after the invoice date. 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. 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. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, including, but not limited to the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes, Section 218.74, Florida Statutes, whichever is lower. 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. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

5. 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, including but not limited to the terms set forth in Section 768.28, Florida Statutes, 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 Section 768.28, Florida Statutes, with respect to matters arising out of the Agreement.

6. 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), 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 designed to protect 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 Chapter 119, Florida Statutes, 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 or legal requirement, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

7. Article 7.2 of the General Terms and Conditions is hereby modified to read as follows:

Publicity. To the extent not prohibited by law, including but not limited to Section 165.043, Florida Statutes, 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 without the prior written

consent of the other party. Such written request must specifically identify the desired use and the period of use. Any authorization granted pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of either party's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which a party may terminate.

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

Neither party shall assign any right, obligation, or duty, in whole or in part, nor any other interest hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, that, either party shall have the right to assign or transfer this Agreement in its entirety and without consent to: (i) an Affiliate, (ii) a party's successor pursuant to a merger, reorganization, consolidation or sale, or (iii) an entity that acquires all or substantially all of the business and/or assets of such party (or any Affiliate, subsidiary or division of such party) to which this Agreement pertains; provided, however, that any such assignment by Customer shall be subject to credit verification of the assignee. Any assignment in violation of this provision shall be deemed null and void. All obligations and duties of either party hereunder shall be binding on all successors-in-interest and permitted assigns of such party.

9. Article 9.3 of the General Terms and Conditions is hereby added to read as follows:

Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, Charles F. Dodge, City Manager, City of Pembroke Pines, 601 City Center Way, 4th Floor, Pembroke Pines, Florida 33025, Telephone No. (954) 450-1040, with a copy to Samuel S. Goren, City Attorney, Goren, Cherof, Doody & Ezrol, P.A., 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308, Telephone No. (786) 988-3937 and to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time)

10. Article 9.4(A) of the General Terms and Conditions is hereby added to read as follows:

A. 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 PSA(s), AUP and 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 ((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 Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's sole and exclusive remedy for any Revisions. Customer acknowledges and agrees that terms or conditions contained in any Customer purchase order or similar Customer order form (regardless of whether executed by Comcast), or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect. Without limitation to the foregoing, if (i) Customer requires Comcast to execute a Customer purchase order or other Customer order form for a Service or as a condition to receiving payment for the same and (ii) Comcast executes such purchase order or Customer order form, Customer acknowledges and agrees that (1) Comcast's execution is solely for the purpose of assisting Customer in satisfying its internal procurement requirements and (2) any terms and conditions contained in such purchase order or Customer order form shall be null and void and of no force or effect. The Customer will not accept any goods delivered or services performed unless a duly authorized

purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

11. Article 9.4(C) of the General Terms and Conditions is hereby added to read as follows:

C. 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 ("Attachments"):

- (a) the Enterprise Services General Terms and Conditions, Ver. 4.0, attached hereto as Exhibit A (the "General Terms and Conditions").

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

Choice of Law. 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 Broward County, 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.

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

Public Records. The Customer is a public agency subject to Chapter 119, Florida Statutes.

IF COMCAST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMCAST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 450-1050, drogers@ppines.com, CITY CLERK, 601 CITY CENTER WAY, 4TH FLOOR, PEMBROKE PINES, FLORIDA 33025.

Under this Contract, to the extent that Comcast is providing the goods and/or services to Customer, and pursuant to Section 119.0701, Florida Statutes, Comcast shall:

- a. Keep and maintain public records required by the Customer to provide goods and/or services.
- b. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 Contract term and following completion of the Contract if Comcast does not transfer the records to the Customer.
- d. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of Comcast or keep and maintain public records required by the Customer to perform the service. If Comcast transfers all public records to the Customer upon completion of the Contract, 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 the Contract, Comcast shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
- e. The failure of Comcast to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which City of Pembroke Pines may terminate the Agreement in accordance with the terms herein.

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

Non-Discrimination & Equal Opportunity Employment. During the performance of the Agreement, neither Comcast nor any subcontractor shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Comcast will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Comcast shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Comcast further agrees that Comcast will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

15. Article 9.14 of the General Terms and Conditions is hereby added to read as follows:

Independent Contractor. The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Comcast is an independent contractor under the Agreement and not the City of Pembroke Pines' employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Comcast shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Comcast's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of Comcast, which policies of Comcast shall not conflict with the City of Pembroke Pines, State, or United States policies, rules or regulations relating to the use of Comcast's funds provided for herein. Comcast agrees that it is a separate and independent enterprise from the City of Pembroke Pines, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between Comcast and the City of Pembroke Pines and the City of Pembroke Pines will not be liable for any obligation incurred by Comcast, including but not limited to unpaid minimum wages and/or overtime premiums.

16. Article 9.15 of the General Terms and Conditions is hereby added to read as follows:

Scrutinized Companies. Comcast, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

9.15.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

9.15.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

9.15.2(a) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

9.15.2(b) Is engaged in business operations in Syria.

17. Article 9.16 of the General Terms and Conditions is hereby added to read as follows:

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Comcast shall register with

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and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees working pursuant to this Agreement, hired on and after January 1, 2021.

B. Comcast must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from Comcast stating all employees working pursuant to this Agreement, hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

18. Article 9.17 of the General Terms and Conditions is hereby added to read as follows:

Access to Records. Upon request and reasonable notice, City of Pembroke Pines shall have access and the right to examine any books, documents, accounting records, data, logs, reports, and other records directly pertinent to Comcast's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to City of Pembroke Pines upon termination of Agreement.

19. Article 9.18 of the General Terms and Conditions is hereby added to read as follows:

Attorneys' Fees. In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.

20. Article 9.19 of the General Terms and Conditions is hereby added to read as follows:

Insurance. Comcast expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Comcast shall in no way limit nor in any way alter the responsibility to indemnify, keep and save harmless and defend the City of Pembroke Pines or its officers, employees, and instrumentalities as herein required.

9.19.1 Comcast, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Comcast has obtained all insurance required by this Insurance Section, Comcast shall ensure that it is subcontractors performing services hereunder shall maintain insurance coverage reasonably appropriate given the scope of each such subcontractor's work.

9.19.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City of Pembroke Pines' Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

9.19.3 Certificates of Insurance shall provide for notice of the required policies in accordance with policy provisions. If the carrier cannot provide such notice of cancellation, either Comcast or their Insurance Broker must agree to provide notice.

9.19.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City of Pembroke Pines. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse or otherwise expire during the period of this Agreement, Comcast shall furnish, a renewed certificate of insurance as proof that such policies have been renewed, or that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Comcast shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance. Comcast shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Comcast shall be liable to the City for any lapses resulting from a gap in insurance coverage.

9.19.5 REQUIRED INSURANCE. The VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

9.19.5.1 Commercial General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and blanket contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained until the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be listed as an additional insured with respect to this coverage.**

9.19.5.2 **Workers' Compensation and Employers' Liability Insurance** covering employees of Comcast engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Comcast shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees. Coverage for Comcast and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease - Policy Limit
\$500,000 Disease-Each Employee

If Comcast claims to be exempt from this requirement, Comcast shall provide the City of Pembroke Pines proof of such exemption for the City of Pembroke Pines to exempt Comcast.

9.19.5.3 **Commercial Auto Liability Insurance** covering all owned, nonowned and hired vehicles used by Comcast in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)

Combined Single Limit (Each Accident) - \$1,000,000

3. Non-Owned Autos (Symbol 9)

Combined Single Limit (Each Accident) - \$1,000,000

9.19.6 REQUIRED ENDORSEMENTS.

9.19.6.1 The City of Pembroke Pines shall be included as an Additional Insured on each of the Commercial General and Automobile Liability Policies required herein.

9.19.6.2 Notice of Cancellation or Non-Renewal to the City in accordance with policy provisions.

9.19.6.3 Comcast's required Commercial General and Automobile Liability policies shall be Primary & Non-Contributory with respect to losses for which Comcast is responsible hereunder.

9.19.6.5 All required policies granting Additional Insured status shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City of Pembroke Pines.

9.19.6.7 Comcast and any subcontractors shall maintain such policies during the term of the Agreement.

9.19.6.8 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce nor otherwise alter any liability Comcast has assumed in the indemnification/hold harmless section(s) of the Agreement.

21. Article 9.20 of the General Terms and Conditions is hereby added to read as follows:

Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Comcast represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

22. Article 9.25 of the General Terms and Conditions is hereby added to read as follows:

Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not

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transact business with any public entity. By executing this Agreement, Comcast represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

23. Article 9.26 of the General Terms and Conditions is hereby added to read as follows:

Anti Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with City of Pembroke Pines are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787 .06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the Comcast represents and warrants that it does not use coercion for labor or services as provided by state law.

24. Article 9.27 of the General Terms and Conditions is hereby added to read as follows:

Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Comcast certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City of Pembroke Pines consistent with Section 287 .13 7, Florida Statutes, as amended.

25. 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.


26. 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.


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 Pembroke Pines

Signature:	
Printed Name:	
Title:	
Date:	

Comcast Cable Communications Management, LLC

Signature:	
Printed Name:	Rich Rollins
Title:	VP of Business Service, Flor
Date:	3/3/2025

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY
DATED: 3/3/25
SAMUEL S. GOREN