

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FI-7489252-CMunr	MSA Term: 60 months	Account Name: City of Pembroke Pines
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CUSTOMER INFORMATION

Primary Contact: Michael Lockett	<u>Primary Contact Address Information</u>
Title: Director of IT	Address 1: 10100 Pines Blvd
Phone: (954) 518-9020	Address 2:
Cell:	City: Pembroke Pines
Fax:	State: FL
Email: mlockett@ppines.com	Zip Code: 33026

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/index.aspx> (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 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 Order, 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.

CUSTOMER SIGNATURE (by authorized representative)

Signature: *Charles F. Dodge*

Name: Charles F. Dodge

Title: City Manager

Date: 11/15/2016

COMCAST USE ONLY (by authorized representative)

Signature: *Christopher Munro*

Sales Rep: Christopher Munro

Name: *Christopher Munro*

Sales Rep Email: christopher_munro@cable.comcast.com

Title: VP

Region: Florida

Date: 11.7.16

Division: Central

OFFICE OF THE CITY ATTORNEY

DATED: 11/14/16

COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS

VERSION: 1.3

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, these Enterprise Services General Terms and Conditions ("General Terms and Conditions"), the then current Product-Specific Attachment for each ordered Service ("PSA"), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions ("Amendment(s)"), and each Sales Order accepted by Comcast under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Enterprise Services Master Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: 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 generality of the foregoing, Confidential Information shall 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.

Customer: The company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer's provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Revenue Commitment: A commitment by Customer to purchase a minimum volume of Service during an agreed term, as set forth in a Sales Order.

Sales Order: A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial, non-residential use only. Services available under this Agreement are identified on the Website.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

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). For multi-tenant buildings, Service Location shall be limited to the Customer's leased and/or owned business space.

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT TERMS

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 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.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins installation or construction for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 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 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.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. 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 gross negligence or willful misconduct of Comcast.

2.5 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 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.

2.6 Customer-Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). 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"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and

connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise.

Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 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 an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. 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.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 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.

3.6 Taxes and Fees. 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 also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. 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.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, 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. Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. 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.

3.10 Rejected Payments. 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.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Comcast during the term referenced on the Master Service Agreement Cover Page ("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 agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or 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. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the monthly recurring charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty

(30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A.** Comcast shall disconnect the applicable Service;
- B.** Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C.** 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);
- D.** Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list

price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and

E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

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 THREE (3) 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.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 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, 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.

8.2 Restrictions. Customer agrees that it 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.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 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, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. 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 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 (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.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) 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; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 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.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 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, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the 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.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be

subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such

Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect>. Comcast may update the URL from time to time, and the updated URL shall be deemed effective immediately upon posting, with or without actual notice to Customer.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. 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.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a

minimum thirty (30) days' prior written notice to the other Party, without further liability

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. 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.

FIRST AMENDMENT

to

Comcast Enterprise Services Master Services Agreement No. FL-7489252-CMunr

This First Amendment ("Amendment") is concurrently entered into on November 14, 2016 ("Effective Date") in conjunction with the Comcast Enterprise Services Master Services Agreement No. FL-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 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 the Florida's public record laws as set forth in Chapter 119 of the Florida Statutes, 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 generality of the foregoing, and to the extent permitted by Florida's public record laws, 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."

2. Article 1 of the 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 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. Any Revisions must be approved by the Customer before being deemed accepted by Customer. This shall be Customer's sole and exclusive remedy. In the event Customer exercises its right to terminate the impacted Service(s) as set forth herein, Comcast agrees to work in good faith with the Customer to continue providing the Services under the Revisions, for a period of (but not limited to) one-hundred eighty days (180) with respect to Customer's transition timeline to an alternate service provider."

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

"Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and

shall be subject to, the Agreement. Notwithstanding the foregoing, Sales Orders shall not be binding until approved by the Customer.”

4. Article 3.3 of the 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 an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the 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.”

5. Article 4.3 of the General Terms and Conditions is hereby modified to read as follows:

“Sales Order Renewal. Upon the expiration of the Service Term each Sales Order shall automatically renew for successive periods of one (1) month each (“Renewal Term(s)”), unless otherwise stated in these terms and conditions or prior 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. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.”

6. Article 5.1 of the General Terms and Conditions is hereby modified to read as follows:

“Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the Services, any actual, reasonable, documented costs to Comcast, including but not limited to, any not yet recouped construction costs as specified on a Sales Order, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.”

7. Article 5.3 B of the General Terms and Conditions is hereby modified to read as follows:

“B. Subject to Florida’s public record laws as set forth in Chapter 119 of the Florida Statutes, Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast’s servers or systems;

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

9. Article 11.1 of the General Terms and Conditions is hereby modified to read as follows:

"Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services rendered and received under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events."

10. Article 11.3 of the General Terms and Conditions is hereby modified to read as follows:

Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order, with a copy to: City Attorney, City of Pembroke Pines, 10100 Pines Blvd., Pembroke Pines, FL 33026; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11. Article 11.8 of the General Terms and Conditions is hereby modified to read as follows:

"The laws of the State of Florida shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. The Parties agree to the exclusive jurisdiction of the Circuit Courts in Broward County, Florida for any action or proceeding arising out of or in relation to this Agreement."

12. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

Non-Discrimination & Equal Opportunity Employment: During the performance of the Agreement, neither Comcast nor its subcontractors 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 further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

13. Article 11.16 is hereby added to the General Terms and Conditions to read as follows:

"Non-Appropriation of Funds. Customer warrants and represents that it is a government entity for purposes of procurement under the applicable state procurement laws. 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

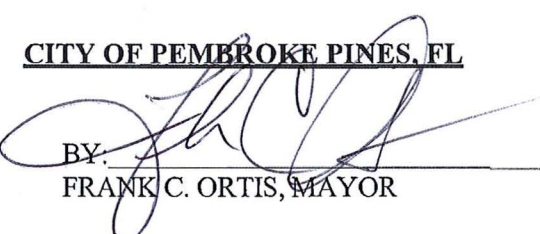
Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all 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."

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.

ATTEST:

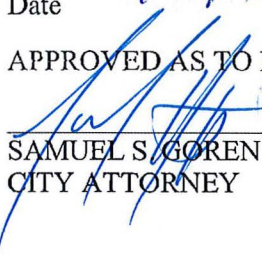

MARLENE D. GRAHAM, CITY CLERK

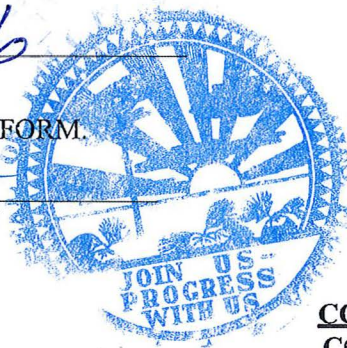
CITY OF PEMBEROKE PINES, FL

BY: 
FRANK C. ORTIS, MAYOR

Date

11/21/16
APPROVED AS TO FORM.


SAMUEL S. GOREN
CITY ATTORNEY



11-21-16
Date

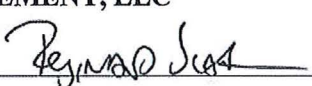
WITNESSES:

Print Name

Print Name

CONTRACTOR

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

BY: 

Name

Title

Date

Reynaldo Sosa

RVP

11-14-16

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, and

acknowledged that he/she has executed the foregoing instrument as the proper official of **COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**, for the use and purposes mentioned in it and that the instrument is the act and deed of **COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**, who is personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: Walk-on #1

File Number: 16-0452

File Type: Agreements/Contracts

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester:

Initial Cost:

Introduced: 11/14/2016

File Name: Comcast MSA Pembroke Pines Service Agreement

Final Action: 11/14/2016

Title: MOTION TO APPROVE THE MSA AGREEMENT AND FIRST AMENDMENT BETWEEN THE CITY OF PEMBROKE PINES, FLORIDA AND COMCAST.

Notes:

Attachments:

1. Comcast - First Amendment 111416KWE
2. City of Pembroke Pines MSA page 111416kwe
3. 1 GIG EDI 601 City Center Way 10.12.16
4. 1 GIG EDI Redundant Path 601 City Center 10.12.16

Agenda Date: 11/14/2016

Agenda Number: Walk-on #1

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	11/14/2016	approve				Pass

SUMMARY EXPLANATION AND BACKGROUND:

City Center Agreement:

1. In 2006, the City entered into an agreement with FPL (Florida Power Light) FiberNet to provide high speed internet service to the city core facilities (City Hall, Public Services, Police, Fire and Community Services). The FPL FiberNet solution replaced a network of at site provide internet services at each facility utilizing a mixture of fiber optic and wireless long distance remote site connections. During last 15 years the city completed the installation of its own fiber and wireless network connecting City Hall, Public Works, the Police Department, Community Services, Fire Department Headquarters and all of the city's Fire Stations.
2. The City anticipates entering into the attached Service Agreement, which has been reviewed and approved by the office of the City Attorney, to purchase two 1 Gig Ethernet dedicated internet services from Comcast. Comcast has worked with the City IT Department on the logistics for the delivery of services into 609 Civic Way (Pembroke Pines City Hall and Civic Center Building).
3. The two internet circuits of separated to allow service into the City Hall and Civic Center as separate physical connections to the internet with diverse path to ensure that each internet circuit can be utilized to provide key connection to the internet in the event of service interruption ensuing that both key City services remain online and that all Civic Center functions have a real time failover.
3. Comcast has agreed to continue carrying our PEG channel including Commission meetings from the new City Hall. Comcast is agreeing that it shall bare all costs to obtain the signal from the new City Hall. In addition, because of existing issues with technical quality, Comcast has agreed to carry the PEG channel in Standard Definition format and will provide the City, at Comcast's cost, a new encoder for such purposes. Once installed and accepted, this encoder will be the property of the City.
4. The Service agreement is for the period of three years with an exit clause that allow for the city terminate the agreement at will with agreed upon noticed in the Master Services agreement.
5. "Sales Order Renewal. Upon the expiration of the Service Term each Sales Order shall automatically renew for successive periods of one (1) month each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior 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. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer.

Renewal Agreements:

10. "Sales Order Renewal. Upon the expiration of the Service Term each Sales Order shall

automatically renew for successive periods of one (1) month each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior 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.

11. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing."

Current Pricing:

Location	Per Unit Price	Service Provided	Total Monthly Price
10100 Pines	\$1,990.00	200 Meg of Internet Service	\$1,990.00

New Pricing:

Location	Per Unit Price	Service Provided	Total Monthly Price
City Hall	\$2,450.00	1 Gig	\$2,450.00
Civic Center	\$2,450.00	1 Gig	\$2,450.00
Total Cost		\$4,900	

12. The Technology Services Department is requesting entering into the attached Services Agreements for Pembroke Pines City Hall and Civic Center with Comcast of South Florida II, Inc., with an effective date of November 14, 2016, for 3 year period with an option for renewal periods of 3 years unless either party provides the other with a minimum 60 days' notice of its intention not to renew at the end of the then current term.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$4,900 monthly for both Ethernet Internet Service circuits the first 12 month period, for a total annual cost of \$58,800 the total cost for three term \$176,400.

b) Amount budgeted for this item in Account No: \$22,050 budgeted in account # 1-513-2002-41380 Data Communications for City Hall and \$22,050 budgeted in account # 1-573-701-340-31340 SMG Management Funds for Civic Center.

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 3 year projection of the operational cost of the project:

City Hall FY 2016-17 FY 2017-18 FY 2018-19

Revenues \$0 \$0 \$0

Expenditures \$22,050 \$29,400 \$29,400

Net Cost \$22,050 \$29,400 \$29,400

City Center FY 2016-17 FY 2017-18 FY 2018-19

Revenues \$0 \$0 \$0

Expenditures \$22,050 \$29,400 \$29,400
Net Cost \$22,050 \$29,400 \$29,400

e) Detail of additional staff requirements: Not Applicable.

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

This Second Amendment (“Amendment”) is concurrently entered into on March 24, 2025 (“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 Comcast Cable Communications Management, LLC
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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:

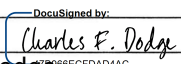
Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an 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 287.137, 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

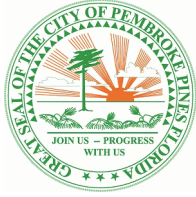
Signature:	
Printed Name:	Charles F. Dodge
Title:	City Manager
Date:	March 24, 2025

Comcast Cable Communications Management, LLC

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

APPROVED AS TO LEGAL FORM

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



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 12.

File ID: 25-1301

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/27/2025

Short Title: Comcast Agreement for Increased Bandwidth at
Pembroke Lakes Golf and Tennis Center

Final Action: 03/19/2025

Title: MOTION TO APPROVE THE SECOND AMENDMENT TO THE COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA) NO. FL-7489252-CMUNR AND TO APPROVE THE ENTERPRISE SERVICES SALES ORDER FOR THE PEMBROKE LAKES GOLF AND TENNIS FACILITY TO PROVIDE FOR INCREASED BANDWIDTH AT THAT LOCATION FOR A SIXTY (60) MONTH PERIOD, WITH A TOTAL COST NOT TO EXCEED \$49,800, AT AN ANNUAL COST NOT TO EXCEED \$9,960, PURSUANT TO SECTION 35.18(C)(7)(F) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 03/19/2025

Agenda Number: 12.

Internal Notes:

Attachments: 1. Comcast - Pembroke Lakes Enterprise Sales Order, 2. Comcast Upgrade of Service Form, 3. Comcast MSA Agreement_2016, 4. Comcast-First Amendment_2016, 5. Comcast Second Amendment to MSA No. FI7489252-CMunr_signed

Related Files:

1	City Commission	03/19/2025	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez				
Nay: - 0				

PROCUREMENT PROCESS TAKEN:

Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- **Section 35.18(C) states, "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"**
- **Section 35.18(C)(7) states, "The following contractual services are not subject to the competitive procurement requirement:"**
- **Section 35.18(C)(7)(f) states, " Utilities including but not limited to electric, water and communications;"**
- **Section 35.21 of the City's Code of Ordinances is regarding "AWARD OF CONTRACT."**
- **Section 35.21(A) is regarding "CITY COMMISSION APPROVAL."**
- **Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

SUMMARY EXPLANATION AND BACKGROUND:

1. On November 14, 2016, the City entered into a Master Service Agreement (MSA) with Comcast Cable Communications, LLC and approved the First Amendment. This MSA sets forth the terms and conditions under which Comcast Cable Communications, LLC and its operating affiliates will provide communications and other services to the City. The MSA Agreement will continue for as long as there are active Sales Orders (which are currently renewed on a month-to-month basis), or until Comcast provides notice the terms have been changed/updated. Comcast can cancel if the City has no sales orders under the MSA for more than 12 months. 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 agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

2. The Pembroke Lakes Golf Course, Club 19 Banquet Hall, and the Pembroke Lakes Tennis Center are currently utilizing a Comcast Small Medium Business (SMB) circuit that offers download speeds of up to 500Mbps. The SMB circuit agreement is a standalone contract at a cost of \$230/month and not part of the MSA.

Pembroke Lakes Golf Course, Club 19 Banquet Hall, and the Pembroke Lakes Tennis Center recently installed several cameras and has since been experiencing issues with internet speed. The Technology Services Department has recommended to upgrade to an Enterprise circuit which will provide download speeds of up to 1000 Mbps. The increased speed will accommodate the increased usage demand from operations such as point of sale, office use, and equipment such as cameras.

Agenda Request Form Continued (25-1301)

The Enterprise Services Sales Order addresses this increase and the entrance into the MSA. Entering the MSA will effectively terminate the current SMB circuit agreement and start a new service contract as detailed in the Enterprise Service Sales Order.

Internet services for the Enterprise Service Sales Order will include one (1) x 1Gbps circuit located at Club 19. The 1Gbps circuit will be shared amongst the Pembroke Lakes Golf Course, Club 19 and the Pembroke Lakes Tennis Center. The cost for the circuit upgrade located at Club 19 is \$830/month. The total yearly cost of the upgraded service to the Pembroke Lakes Golf Course, Club 19 Banquet Hall, and the Pembroke Lakes Tennis Center site would be \$9,960. The cost will be evenly divided between Golf and Recreation. The Service Agreement is for a period of 60 months, for a total contract value of \$49,800, upon the commencement of upgraded internet services.

3. The agenda item also includes the Second Amendment to the MSA. The amendment addressed updates to the General Terms and Conditions.

4. Request City Commission to approve the Second Amendment to the Comcast Enterprise Services Master Services Agreement (MSA) No. FL-7489252-CMUNR and to approve the Enterprise Services Sales Order for the Pembroke Lakes Golf and Tennis Facility to provide for increased bandwidth at that location for a sixty (60) month period, with a total cost not to exceed \$49,800, at an annual cost not to exceed \$9,960, pursuant to Section 35.18(C)(7)(f) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** The amount not to exceed \$9,960 annually, which equates to \$49,800 for the five year period.
- b) Amount budgeted for this item in Account No:** Recreation 001-572-7001-541370-0000-000-0000, and Golf 001-575-7006-541225-0000-000-0000
- c) Source of funding for difference, if not fully budgeted:** Upon Commission approval a budget adjustment will be made from Golf 001-575-7006-541100-0000-000-0000 - Telephone to Golf 001-575-7006-541225-0000-000-0000 - Communications in the amount of \$1,100 to cover the shortfall.
- d) 5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$4,980	\$9,960	\$9,960	\$9,960	\$9,960
Net Cost	\$4,980	\$9,960	\$9,960	\$9,960	\$9,960

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

Agenda Request Form Continued (25-1301)

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

THIRD AMENDMENT

to

Comcast Enterprise Services Master Services Agreement No. FI-7489252-CMunr March 16, 2026

This Third Amendment (“Third Amendment”) is entered into on ~~October 2, 2025~~ (“Effective Date”) 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”.

Whereas, the Parties have previously entered into that certain Comcast Enterprise Services Master Service Agreement No. FI-7489252-CMunr (“Agreement” and as amended by the First Amendment and Second Amendment), the “Amended Agreement”); and

Whereas, the Parties desire to amend the Amended 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 Third Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The definition of “Attachments” set forth under Article 1 of the Amended Agreement is further modified to read as follows:

The document identified below is attached to this Third Amendment and subject to the amendments made to the same pursuant to this Amendment (if any), are incorporated into the Agreement by reference.

b) Comcast Enterprise Services Product-Specific Attachment for Cable Modem Internet Services, Ver. 1.2, attached hereto as Exhibit B (the “Business Internet PSA”).

2. Article 9.16 of the General Terms and Conditions is hereby referenced and reads as follows:

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

3. Article 9.20 of the General Terms and Conditions is hereby referenced and reads 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.

4. Article 9.25 of the General Terms and Conditions is hereby referenced and reads as follows:

Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in

Comcast Cable Communications Management, LLC
CONFIDENTIAL and PROPRIETARY

KA

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 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.

5. Article 9.26 of the General Terms and Conditions is hereby referenced and reads 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.

6. Article 9.27 of the General Terms and Conditions is hereby referenced and reads 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 287.137, Florida Statutes, as amended.

7. Article 9.28 of the General Terms and Conditions is hereby added to read as follows:

9.28 Compliance with Foreign Entity Laws. Comcast ("Entity") hereby attests under penalty of perjury the following:

9.28.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);

9.28.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);

9.28.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);

9.28.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

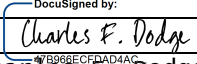
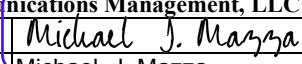
9.28.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,

9.28.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

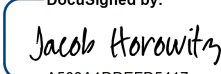
Amendment No. FI-7489252-CMunr/A3

8. In the event of an explicit conflict between this Third Amendment and the Amended Agreement, the terms and conditions of this Third Amendment shall take precedence in the interpretation of the explicit matter in question.
9. Except as expressly modified by this Third Amendment, all other terms and conditions set forth in the Amended 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 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 Amended Agreement shall remain in full force and effect.

City of Pembroke Pines		Comcast Cable Communications Management, LLC	
Signature:	DocuSigned by: 	Signature:	Signed by: 
Printed Name:	Charles F. Dodge	Printed Name:	Michael J. Mazza
Title:	City Manager	Title:	Vice President
Date:	March 16, 2026	Date:	10/2/2025

Approved as to form:

DocuSigned by:


A563A1DDEFD5417...
Office of the City Attorney

Date: March 12, 2026

**EXHIBIT B: COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
CABLE MODEM INTERNET SERVICES**

ATTACHMENT IDENTIFIER: Cable Modem Internet, Version 1.2

The following additional terms and conditions are applicable to Sales Orders for Comcast's Cable Modem Internet Service offered under the Enterprise Master Service Agreement ("Agreement"):

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"Interconnection Facilities" means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

"Off-Net" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers.

"On-Net" means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network, or via a hybrid fiber coax network ("HFC Network"), as available through Comcast.

"Service" means Cable Modem Internet Service offered under the Agreement.

ARTICLE 1. SERVICES

This attachment shall apply to Cable Modem Internet Service offered under the Agreement.

ARTICLE 2. PROVIDER

On-Net Service shall be provided by the operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in the applicable service area.

On-Net Service provided over the HFC Network and Off-Net Services are available in a limited number of markets. For

information on service availability, contact your Program Manager

All Off-Net Services are provided by third-party service providers, and managed by Comcast.

ARTICLE 3. CUSTOM INSTALLATION FEES

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for any and all Custom Installation Fee(s) unless otherwise specified in the SOW/Sales Order. Customer will pay the Customer Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable SOW/Sales Order.

ARTICLE 4. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 5. SERVICE COMMENCEMENT DATE

The Service Commencement Date for On-Net Services shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location. Comcast shall inform Customer when Service is available for all Off Net locations ("Service Commencement Date"). Charges for Service shall begin to accrue as of the Service Commencement Date.

**ARTICLE 6. TERMINATION CHARGES;
PORTABILITY; UPGRADES**

6.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein.

6.2 Termination Charges for On-Net Services.

(a) In the event that Customer terminates On-Net Service following Comcast’s acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).

(b) In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows: 75% of the monthly recurring charges with respect to the remaining months of the Service Term; plus 100% of any remaining, unpaid Custom Installation Fees.

6.3 Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast’s acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall, pursuant to Article 3.2 of the General Terms and Conditions, also pay any third-party service provider ancillary fees incurred by Comcast due to the early termination of service by the Customer.

6.4 Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

6.5 Exclusions. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast’s material and uncured breach in accordance with of the General Terms and Conditions.

ARTICLE 7. PROVISION OF SERVICE/USE

Subject to the terms and conditions herein, Internet Services are intended for commercial use only. Customer is prohibited from reselling the Services.

ARTICLE 8: SERVICE CREDITS

8.1 Credit Allowances. Comcast will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees

and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required (“Credit”). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to Comcast, a trouble ticket is opened, and the Service is released to Comcast for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and Comcast has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes’ duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
At least 4 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. To qualify, Customer must request the Credit from Comcast within 30 days of the Service Interruption.

8.2 Exceptions to Credit Allowances. Except as otherwise provided in the General Terms and Conditions, a Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer’s users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Article 11 shall be Customer’s sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any Comcast failure to meet the objectives of the Services.

ARTICLE 9. STATE-SPECIFIC PROVISIONS APPLICABLE TO INTERNET SERVICE

9.1 Service Interruption.

(1) **Montgomery County, MD Customers.** Under its franchise with Montgomery County, MD, Comcast has the following rebate policy: In the event of an Internet

Service Interruption (loss of cable modem service) Comcast shall repair the Service Interruption as soon as possible. This obligation is satisfied if Comcast offers Customer the next available repair appointment within the 24-hour period following the Service Interruption, or at Customer's request, to a mutually convenient later time for the repair call, and successfully repairs the Service Interruption during the agreed upon appointment. If the Service Interruption is not repaired at the time of the scheduled appointment, Customer will receive a prorated credit for each 24-hour period, or segment thereof, that the Service Interruption continues beyond the scheduled repair call. Customer may contact Comcast at (301) 424-4400.

ARTICLE 10: ADDITIONAL TERMS APPLICABLE TO PRIVATE WI-FI AND PUBLIC WI-FI (INCLUDING WI-FI HOTSPOT SERVICES) SERVICES

If Customer submits a Sales Order(s) for Private Wi-Fi ("Private Wi-Fi Services") and Public Wi-Fi (including Hot Spot Service, "Public Wi-Fi Services") services (collectively "Wi-Fi Services") the following terms shall also apply:

10.1 Limitation. Subject to service availability, Customer may order Wi-Fi Services to provide Internet connectivity to certain areas of the Service Location as further described below. Wi-Fi Services are not intended for use within residential dwellings or for multi-tenant use (i.e. common areas within a mall or office building). In order to order and retain Wi-Fi Service with Comcast, Customer must have Internet Service at the applicable Service Location. Comcast shall have no liability for loss of Wi-Fi Services which results from Customer's failing to maintain Internet Service at the Service Location.

- (a) Private Wi-Fi Services are offered together with Public Wi-Fi Services, and may not be ordered separately.
- (b) Public Wi-Fi Services may be order with or without Private Wi-Fi Services.

10.2 Term and Termination. Wi-Fi Services are offered on a month to month basis. Customer shall have the right to terminate Wi-Fi Services, at any time, for any reason, upon thirty (30) days prior written notice to Comcast, subject to payment of all outstanding amounts due for the Wi-Fi Services, if any, and the return of any and all Comcast Equipment. Termination of Wi-Fi Services is not subject to Termination Charges. Wi-Fi Services will terminate simultaneously with Customer's Internet Services.

10.3 Supplemental Terms. Comcast agrees to provide Wi-Fi Services pursuant to the General Terms and

Conditions and the supplemental Wi-Fi Terms and Conditions located at <http://business.comcast.com/wifi/hotspot-terms> ("Wi-Fi Terms and Conditions"). Comcast may at its sole option change or modify the Wi-Fi Terms and Conditions, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast website at the above URL. The Revisions are effective upon posting.

Attachment 1

AFFIDAVIT IN COMPLIANCE WITH ANTI HUMAN TRAFFICKING LAWS

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), being duly sworn, hereby attests under penalty of perjury that:

1. I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative of the Entity.
3. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement in this declaration may subject me to criminal penalties.
5. I am authorized to provide this affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NOT.

Signed by Black Knight EXP-DocVerify: 2025-09-11 09:34:27 EDT
Michael J. Mazza
6172349-36633226-40596012

SIGNATURE OF AFFIANT

Affiant's Name: Michael J. Mazza

Title: VICE PRESIDENT

Entity: COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

Sworn to (or affirmed) and subscribed before me by means of [_____] physical presence or [E-NOTARY] online notarization, this 11TH day of SEPTEMBER, 2025, by Michael J. Mazza (Affiant's Name).

Signed by Black Knight EXP-DocVerify: 2025-09-11 09:34:41 EDT

Natalie Rosa
6172349-36633226-260316

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary and Affix Notary Seal)

[☒] Who is personally known to me, or

[_____] Who produced identification; Type of identification produced: _____

Commonwealth of Pennsylvania - Notary Seal
Natalie Rosa, Notary Public
Philadelphia County
My commission expires Jan 4, 2027
Commission number 1343990

Notarial Act Performed by Audio visual communication

Attachment 2

FOREIGN COUNTRY OF CONCERN ATTESTATION

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

Comcast Cable Communications Management, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Michael J. Mazza

Title: Vice President

Signature:  Signed by Black Knight EXP-DocVerify: 2025-09-11 09:34:29 EDT
6172349-36633226-40596014

9/11/2025

Date: _____