RESOLUTION NO. RESOLU

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD. FLORIDA. AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE ATTACHED NETWORK SERVICES AGREEMENT BETWEEN COMCAST COMMERCIAL SERVICES, LLC AND THE CITY OF HOLLYWOOD FOR THE CONTINUED OPERATION AND MAINTENANCE OF THE CITY'S INSTITUTIONAL NETWORK (I-NET) FOR A FIVE (5) YEAR TERM AT AN ANNUAL ESTIMATED AMOUNT OF \$360,000.00 PLUS A ONE TIME NON-RECURRING PAYMENT OF \$50,000.00 FOR A TOTAL AGGREGATED ESTIMATED AMOUNT OF \$1,850,000.00.

WHEREAS, based on Section 15 (d) of the City's Non-Exclusive Cable Franchise Agreement with AT&T, which was subsequently transferred to Comcast, the City entered into an Agreement with AT&T to install, operate and maintain an Institutional Network (I-NET) providing fiber connections to City facilities for data and voice communications; and

WHEREAS, the initial design provided for network resiliency and redundancy at the core sites by implementing a self-healing fiber ring and included the cost to install fiber and network equipment at each City facility; and

WHEREAS, both the Franchise Agreement and the I-NET Agreement expired in July of 2007; and

WHEREAS, on May 18, 2007 Governor Crist signed legislation that precluded Counties and Municipalities from renewing or entering into franchise agreements with providers of video services; and

WHEREAS, on June 20, 2007, the City Commission passed and adopted Resolution No. R-2007-196 which authorized the execution of a Network Services Agreement and First Rider solely for the operation and maintenance of the City's Institutional Network (I-NET) removing all references to the Cable television franchise agreement; and

WHEREAS, although the existing agreement provides for renewal for an additional sixty (60) month term, Comcast has revised their General Terms and Conditions and is requiring Customers to enter into a new agreement under the new General Terms and Conditions; and

WHEREAS, the attached agreement is for a five (5) year term with a five (5) year renewal; and

WHEREAS, funding for the attached agreement is identified and available in the Department of Information Technology's Communications Services account number 57.1345.00056.590.004102.

WHEREAS, Purchasing Ordinance, Section 38.40 (C)(8) provides that Purchases of, and contracts for, supplies or contractual services, when the City Commission declares by unanimous vote that competitive bidding is not in the best interest of the City are exempt from the competitive bidding process; and

WHEREAS, the Director of Information Technology and the Director of Procurement Services recommend that the City Commission authorize and approve the execution of the attached Network Services Agreement for a five (5) year term;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached Network Services Agreement between Comcast Commercial Services, LLC and the City of Hollywood, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this <u>5</u> day of <u>June</u>, 2013.

PETER BOBER, MAYOR

ATTÉST:

PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the City of Hollywood, Florida, only.

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ORNEY

Comcast Business Communications, LLC Network Services Agreement

This Agreement ("Agreement") is made on the 5th day of April, 2013 ("Effective Date") by and between Comcast Business Communications, LLC ("Company" or "Comcast"), a Delaware limited liability company, with offices located at One Comcast Center, Philadelphia, PA 19103 and City of Hollywood, Florida ("Customer"), with offices located at 2600 Hollywood Boulevard, Hollywood, Florida 33021. Herein, the above shall be collectively referred to as the "Parties" and individually as "Party".

Description of Services to be provided by Company to Customer:

- 1) 1000 Mbps and 900 Mbps basic Ethernet Network Services ("ENS")
- 2) 1000 Mbps, 100 Mbps and 25 Mbps basic Ethernet Private Line ("EPL") Services
- 3) 30 Mbps Ethernet Dedicated Internet ("EDI") Services
- 4) 5 Primary Rate Interface ("PRI") ports (via fiber),

as set forth in the Sales Order Form(s) (referred to herein singularly as "Sales Order Form" and collectively as "Sales Order Form(s)") attached hereto.

Term of Agreement (months): Sixty (60)	Agreement Number: FL-14021-040513-01
Non-Recurring Charges ("NRC"): \$50,000.00	Monthly Recurring Charges ("MRC"): \$30,000.00
Any Additional Charges/Explanation: \$0.00	B = 1.0 B = (). \$50,000.00
Number of Sites: Forty-One (41)	Estimated Service Date: Ninety (90) to one-hundred twenty
	(120) days after mutual execution of Agreement.
Notes / Comments:	The state of the s
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Sales Person: Alex Bravo	Telephone Number: (305) 770-5938
General Manager: Freddy Aquino	Telephone Number: (305) 770-5941
Customer Contact: John Barletta	Telephone Number: (954) 921-3479

This Network Services Agreement sets forth the terms and conditions under which Comcast Business Communications, LLC and its operating affiliates ("Comcast") will provide the Services identified above to Customer. This Comcast Network Services Agreement consists of this document ("Cover Page"), the standard Comcast Business Communications, LLC General Terms and Conditions ("General Terms and Conditions"), and Sales Order Form(s), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) General Terms and Conditions, (3) this Cover Page, and (4) Sales Order Form(s). This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Cover Page by both Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Cover Page shall have the definitions given to them in the General Terms and Conditions.

All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast.

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida	Comcast Business Communications, LLC
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
APPROVED AS TO FORM & LEGALITY for use and reliance of the City of Hollywood, Florida only.	
Ву:	
Name:	
Title:	
Date:	
 By:	
Name:	
Title:	
Date:	
Ву:	
Name:	
Title:	
Date:	

COMCAST BUSINESS COMMUNICATIONS, LLC GENERAL TERMS AND CONDITIONS

SECTION 1 - SCOPE OF SERVICE

- 1.1 Company will provide to Customer the Service at the prices, and to the location(s) set forth in the Sales Order Form(s) attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified and at the transmission level designated in the Sales Order Form(s) attached hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point").
- 1.2 The Service does not include connection to the public switched network, building wire, any Local Area Networks ("LANs"), Customer Premise Equipment ("CPE"), IP addressing capability, firewalls or any other equipment, electronics, or wiring required on the Customer's side of the Demarcation Point.
- 1.3 Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be mutually agreed upon in writing between the Parties.

SECTION 2 - INSTALLATION OF NETWORK

- 2.1 Customer, at no cost to Company, shall secure throughout the term of Service any easements, leases or other agreements necessary to allow Company to use existing pathways into and in each Building to the Demarcation Point for the Service.
- 2.2 Subject to the terms of this Agreement, and at no cost to Company, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Network used to provision the Service within each Building.
- 2.3 Company and its employees, agents, lessees, officers and its authorized vendors will require free ingress and egress into and out of the Buildings in connection with the provision of Services. Upon reasonable notice from Company, Customer shall assist Company in accessing each Building.
- 2.4 If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify Company to install the applicable portion of the Network in areas of any such Building not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- **2.5** Company shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- 2.6 Customer shall be responsible for providing maintenance, repair, operation and replacement of all wire, cable facilities on the Customer's side of the Demarcation Point. Any CPE and wiring that Customer uses in connection with the Service shall be compatible with the Network.
- 2.7 Customer shall use reasonable efforts to maintain its property and Buildings in a manner that preserves the integrity of the Service and shall promptly notify Company of any event that affects such integrity including but not limited to damage to the Network.

- 2.8 At such time as Company completes installation and connection of the necessary facilities and equipment to provide the Service, Company shall then notify Customer in writing that the Service is available for use and the date of such notice shall be the "Service Date". The current notice form is called the Billing Information Form ("Billing Form"). Company may update, modify or replace the service notification form from time to time without notice to Customer.
- 2.9 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 would otherwise be available for use.
- 2.10 <u>Customer-Provided Equipment (CPE)</u>. Company shall have no obligation to install, operate, or maintain CPE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside telephone wiring and equipment and facilities on the Customer's side of the Demarcation Point. All CPE and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Company's employees or authorized contractors when the difficulty or trouble report results from CPE.

SECTION 3 - OWNERSHIP, IMPAIRMENT, AND REMOVAL OF THE NETWORK

- 3.1 The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using the Network for services provided to other Company customers.
- 3.2 For a period of twelve (12) months following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted.

SECTION 4 - COMPENSATION; PAYMENT

4.1 The Non-Recurring Charges ("Non-Recurring Charges" or "NRC") and Monthly Recurring Charges ("Monthly Recurring Charges" or "MRC") for the Service is set forth in the attached Sales Order Form(s) and on the Cover Page of the Agreement. Upon installation of Services, Company shall immediately invoice Customer for the NRC and Customer shall pay Company one hundred percent (100%) of the NRC. Unless otherwise stated in this Agreement, Company will invoice Customer in advance on a monthly basis for all Monthly Recurring Charges arising under the Agreement. Payment will be considered timely made to Company if received within thirty (30) days after the invoice date set forth in the invoice. Any charges not paid to Company within such period will be considered past due. In the event the Service Date is not the first day of the billing period, the first Recurring Charge shall also include the pro rated in arrears charges for Services from date of installation to the date of first billing.

- 4.2 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.
- Except for taxes based on Company's net income, and 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 (however designated) levied upon the sale, installation, use or provision of Service. Further, Company reserves the right to invoice Customer for the costs of any fees or payment obligations stemming from an order, rule, or regulation of the FCC, a public service commission or a court of competent jurisdiction with respect to the Services, including, without limitation, universal service fund charges, or as otherwise needed to recover amounts that Company is required by government or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including, without limitation, franchise fees and right-ofway fees. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 4.4 In the event that any newly adopted law, rule, regulation, or judgment increases Company's costs of providing Services, Customer shall pay Company's additional costs of providing Services under the new law, rule, regulation or judgment.

SECTION 5 - TERM

Unless sooner terminated as provided herein, the term of this Agreement shall be for sixty (60) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be sixty (60) months from the last Service Date. Upon the expiration of the Term, this Agreement shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless 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 initial Service Term and from time to time therein, Company may modify the charges for the Services to reflect then-current prevailing pricing subject to thirty (30) days prior 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 for the remainder of the Renewal Term.

SECTION 6 - TERMINATION WITHOUT FAULT; DEFAULT

- 6.1 Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate this Agreement at any time during the Term, or any Renewal Term, upon (i) sixty (60) days prior written notice to Company and (ii) the payment of 100% of the remaining Monthly Recurring Charges ('Termination Charges") payable to Company within ten (10) days following termination of the Agreement ('Termination Charges").
- 6.2 (a) Company may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. If Company terminates the agreement under this subsection 6.2(a), Customer shall have no obligation to pay any remaining Monthly Recurring Charges as a result of Termination by the Company, with the exception of any past due amounts.
- (b) Any breach of Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate

- immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement. In the event Company terminates service under this subsection 6.2(b), Customer shall be responsible for the payment of all past due amounts and Termination Charges in addition to any other remedies as identified in section 6.4.
- **6.3** In the event of default, either Party may terminate this Agreement. A "default" exists under this Agreement upon the following events:
- (i) either Party's failure to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement; provided that the non-defaulting Party so advises the defaulting Party in writing of the event of default and the defaulting Party does not remedy the default within thirty (30) days after written notice thereof; or
- (ii) either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.
- (iii) Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of written notice of default.
- **6.4** The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.
- 6.5 In addition to the remedies set forth in Section 6.4 above; Company shall be entitled to Termination Charges for any Customer Default.

SECTION 7 - SERVICE RESPONSE TIMES

- 7.1 Maintenance Service consists of the repair or replacement, at Company's option, of any portion of the Network that is malfunctioning. Company will maintain the Network twenty-four (24) hours a day, seven (7) days per week, every day of the year.
- 7.2 In the event that Company, in responding to a Customer-initiated service call, determines that the reason for such service call is due to Customer-provided equipment or Customer's actions or omissions, acts or omissions of third parties with whom Customer has any type of relationship, Customer shall compensate Company for Company's costs of such service call at the rate of \$50.00 per half hour and \$150.00 per truck roll charge.

SECTION 8 - LIMITATIONS ON WARRANTIES AND LIABILITY

- 8.1 COMPANY WILL NOT BE LIABLE TO CUSTOMER 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. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT.
- 8.2 THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- **8.3** Company's liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "Liability"), excluding any Liability caused by force majeure events or Customer actions, omission or equipment, shall be limited solely to 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more Liabilities of at least two (2) hours in duration in any 24-hour period that is not coincident with any other Liability, ("Credit"), provided that the Liability is reported by Customer during the duration of the Liability.
- 8.4 Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities. In no event shall Company, its affiliates, its/their employees agents, contractors, merchants, or licensors be liable for any loss, damage or claim arising out of or related to: (1) stored, transmitted, or recorded data, files, or software. (i.e., Customer is advised to back up all data, files and software prior to the installation of service and at regular intervals thereafter); (2) interoperability, interaction or interconnection of the Service provided under this Agreement with applications, equipment, services or networks provided by Customer or third parties.
- 8.5 Neither Customer nor its agents or independent contractors shall offer third parties warranties or representations for the Service which would obligate or otherwise bind Company beyond any warranty or representation expressly set forth in this Agreement.
- 8.6 Customer is prohibited from reselling Company-provided Services in any way. Customer, its employees, agents and independent contractors shall not use the Network to provide any product or Service that directly or indirectly competes with any product or Services provided by the Company (Non-Compete).

SECTION 9 - INDEMNIFICATION

- 9.1 Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to:
- (i) Any Claim of any third party resulting from the gross negligence or willful act or omission of Indemnifying Party arising out of or related to this Agreement, the obligations hereunder, and uses of Services: and
- (ii) Any violation of this Agreement by the Indemnifying Party or any violation of any law, rule, regulation, or order of any governmental authority having jurisdiction over any aspect hereof, or in violation of any patent, right, license, agreement, or certificate relating to the subject matter hereof.
- 9.2 The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Section 9. 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.

SECTION 9A - USE POLICIES

- 9A.1 Customer agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not. comply with all applicable laws, regulations, and written and electronic instructions for use. Company 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 Company (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Company's ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent Customer purchases Internet bandwidth services, such Services shall be subject to Company's Acceptable Use Policies ("AUP") that may limit use. The AUP and policies other concerning the Services are posted http://www.comcast.com/business or on another web site about which Customer has been notified, and are incorporated to this Agreement by reference. Company may update the use policies from time to time, and such updates shall be deemed effective seven (7) days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. Company's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.
- 9A.2 <u>Violation</u>. Any breach of this Article 9A shall be deemed a material breach of this Agreement. In the event of such material breach, Company shall have the right to restrict, suspend, or terminate immediately any or all Service, without liability on the part of Company, and then to notify Customer of the action that Company has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

SECTION 10 - INSURANCE

- 10.1 Company shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage, personal injury hazards and contractual liability.
- 10.2 Customer shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including premises operations, broad-form property damage (including, if appropriate, flood damage), personal injury hazards and contractual liability.

10.3 The liability limits under these policies shall be one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

SECTION 11 - ASSIGNMENT

- 11.1 Neither Party shall assign any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, Company may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, Company may partially assign its rights and obligations hereunder to any party which acquires from Company all or substantially all of the assets of cable franchise(s) in which the Service is deployed to Customer.
- 11.2 All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

SECTION 12 - FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, act of terrorism, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

SECTION 13 - SEVERABILITY

In the event that any one or more of the provisions in this Agreement shall for any reason be held invalid, unenforceable, or void in any respect under the laws of the jurisdiction governing the entire Agreement, such provision(s) shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intention of this Agreement; and the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired.

SECTION 14 - THIRD-PARTY BENEFICIARIES

No provision in this Agreement is intended, nor shall any be interpreted, to provide any person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or create any other third party beneficiary rights against Company.

SECTION 15 - INDEPENDENT CONTRACTORS

- 15.1 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.
- 15.2 The requirements of this Article shall survive the expiration, termination, or cancellation of this Agreement to the greatest extent permitted by law.

SECTION 16 - NONDISCLOSURE

16.1 Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should

be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasigovernmental rule or regulation.

16.2 Customer shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Company, except as necessary for the operation of Customer's business and under non-disclosure agreement between Customer and third parties, or as required by law.

SECTION 16A - CUSTOMER PRIVACY POLICIES

16A.1 In addition to the provisions of Article 16, the privacy policy below applies to Company's handling of Customer confidential information. In the event of a conflict between the provisions of Article 16 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict. A copy of Company's privacy policy is available at http://www.comcast.com/customerprivacy/. Company may update this policy from time to time, and such updates shall be deemed effective upon posting.

16A.2 Privacy Note Regarding Information Provided to Third Parties: Company is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

SECTION 17 - NOTICES

17.1 Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:

Attn: John Barletta Director Information Technology 2600 Hollywood Blvd Hollywood, FL 33012

To Company:

Attn.: VP – Business Services Comcast Business Communications, LLC. One Comcast Center Philadelphia, PA 19103

With a copy to:

Attn.: Cable Law Department Comcast Cable Communications, LLC. One Comcast Center Philadelphia, PA 19103

SECTION 18 - HEADINGS AND TITLES

The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

SECTION 19 - CHOICE OF LAW

The domestic law of the state in which the Services are provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

SECTION 20 - 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.

SECTION 21 - AMENDMENTS; NO WAIVER

- 21.1 This Agreement may be amended only by written agreement signed by authorized representatives of both Parties.
- 21.2 No waiver of any provisions of this Agreement or to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver is claimed.
- 21.3 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right or condition.
- 21.4 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 22 - SURVIVAL

Provisions contained in this Agreement that by their sense and context are intended to survive the performance, termination or cancellation of this Agreement hereof by any Party hereto shall so survive.

SECTION 23 - FULLY INTEGRATED

This writing constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes and merges all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the Agreement.

SECTION 24 -INTERPRETATION OF AGREEMENT

This Agreement is a negotiated document. In the event that this Agreement requires interpretation, such interpretation shall not use any rule of construction that a document is to be construed more strictly against the Party who prepared the document.

SECTION 25 - RIGHT TO ENTER INTO CONTRACTS

Nothing herein shall be construed as preventing either Party hereto from entering into similar contractual arrangements with other parties, unless such contracts would conflict with the performance of this Agreement.

SECTION 26 - REMEDIES CUMULATIVE

All rights of termination, or other remedies set forth in this Agreement are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing

any provision of this Agreement; provided, however, that Party shall not be entitled to retain the benefit of inconsistent remedies.

SECTION 27 - COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each counterpart shall be deemed an original, and all counterparts individually or together shall constitute one and the same instrument.

FIRST AMENDMENT To Network Services Agreement No. FL-14021-040513-01

This First Amendment ("Amendment") is concurrently entered into on April 26, 2013 ("Effective Date") in conjunction with Network Services Agreement No. FL-14021-040513-01 ("Agreement") by and between Comcast Business Communications, LLC ("Company") and City of Hollywood, Florida ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of 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. Section 1.1 is hereby added to the Agreement to read as follows:

"Company will provide to Customer the Service at the prices, and to the location(s) set forth in the Sales Order Form(s) attached hereto ("Buildings"). The Service is provisioned by utilizing fiber optic cable, associated with electronics and other equipment ("Network"), which transports and distributes digital signals in a standards based Internet Protocol (IP) format for standards based IP applications to Customer's Buildings identified and at the transmission level designated in the Sales Order Form(s) attached hereto and incorporated herein by reference agreed hereto. The Network is provisioned into Customer's Building at the point of interconnection between the Network and Customer's provided equipment located at Customer's Building ("Demarcation Point")."

2. Section 1.2 is hereby added to the Agreement to read as follows:

"Upon the request of Customer, Company will consider providing other services to Customer at terms, conditions, and prices to be agreed upon in writing between the Parties. In the event Company agrees to provide additional or modified Services to Customer, the Parties shall negotiate to provide upgrade(s) to the network to meet Customer's needs. Customer may request Company to upgrade the Network or construct additional Network facilities at any time, or to add, remove or replace Network equipment at any time throughout the term of the Agreement and any extensions thereof. If Company is able to meet Customer's request, any and all expenses associated with any such Customer requested modification(s), addition(s) or removals shall solely be borne by the Customer. After receiving a request, Company will promptly provide Customer an estimate of the costs associated with the said request. If Customer requests the Company to perform the work as specified by the Company, through the execution of a Job Change Order to this Agreement, Company shall perform such work."

3. Section 3.1 of the Agreement is hereby modified to read as follows:

"The Network is and shall remain the property of Company regardless of whether installed between, within or upon the Buildings and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Buildings located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Company's title to the Network, or exposes Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude the Company from using any portion the

Network, not directly related to the Customer's secure private Network, for services provided to other Company customers."

4. Section 3.2 of the Agreement is hereby modified to read as follows:

"For a period of one-hundred and eighty (180) days following Company's discontinuance of Service to the Buildings, Company retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Buildings. To the extent Company removes such portion of the Network, it shall be responsible for returning the Buildings to their prior condition, reasonable wear and tear excepted."

5. Section 4.2 of the Agreement is hereby modified to read as follows:

"Any payment not made when due will be subject to a late charge based on the "Florida Prompt Payment Act."

6. Section 4.5 is hereby added to the Agreement to read as follows:

"The Customer's performance and obligation to pay costs under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission, however, should the annual appropriation be denied, Customer may not contract with any other provider for the same Service within twelve (12) months of the lack or appropriation."

7. Section 5 of the Agreement is hereby modified to read as follows:

"Unless sooner terminated as provided herein, the term of this Agreement shall be for Sixty (60) months from the Service Date ("Term"). In the case of multiple Service Dates, the Term shall be Sixty (60) months from the last Service Date. This Agreement may be renewed for an additional Sixty (60) month term ("Renewal Term") by prior written notice by the Customer to the Company, and, upon then current rates, or upon rates and terms acceptable in writing by both Parties and approved by the City Commission of the City of Hollywood, Florida."

8. Section 8.1 of the Agreement is hereby modified to read as follows:

"IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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. PROVIDED, HOWEVER, THAT NOTHING HEREUNDER IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR SERVICE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, ANY COMPANY LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT."

9. Section 9.1 of the Agreement is hereby modified to read as follows:

"Subject to Section 8, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts (collectively, "Damages"), arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims").

10. Section 9.3 is hereby added to the Agreement to read as follows:

"Nothing in this Agreement shall be construed to affect in any way the Customer's rights, privileges, and immunities as set forth in Florida Statutes."

11. Section 16.1 of the Agreement is hereby modified to read as follows:

"Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing Party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation. acknowledges that all Company information is confidential and will comply with this Section 16.1 to the extent permitted by and in accordance with Chapter 119, Florida Statutes, "Public Records Law."

12. Section 17.1 of the Agreement is hereby modified to read as follows:

"Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

To Customer:
Attn: John Barletta
Director Information Technology
2600 Hollywood Blvd
Hollywood, FL 33012

To Customer: City of Hollywood Attn: City Attorney 2600 Hollywood Blvd Hollywood, FL 33012

To Company:
Attn.: VP – Business Services
Comcast Business Communications, LLC.
One Comcast Center
Philadelphia, PA 19103

With a copy to: Attn.: Cable Law Department Comcast Cable Communications, LLC. One Comcast Center Philadelphia, PA 19103"

13. Section 19 of the Agreement is hereby modified to read as follows:

"This Agreement and any issues arising out of or in relation thereto shall be governed by the law of the State of Florida, without regard to its choice-of-law provisions. The Parties agree to the non-exclusive jurisdiction of the courts of the State of Florida for any action or proceeding arising out of or in relation to this Agreement."

14. Section 28 is hereby added to the Agreement to read as follows:

"Customer shall have the right to terminate the interrupted portion of Service prior to the end of the agreed Service Term, without payment of any applicable Termination Charges, and without further liability or penalty on the part of Comcast: (i) if such portion of Service experiences a Service Interruption on three (3) or more separate occasions of more than eight (8) hours each in any thirty (30) day period and (ii) following written notice thereof from Customer to Comcast, that portion of Service experiences a Service Interruption of more than twelve (12) hours at any time within the (12) month period immediately following said notice; or (iii) if such portion of the Service experiences a Service Interruption in excess of seventy-two (72) continuous hours, (each a "Chronic Service Interruption").

In the event the Services, or a portion of the Services, described herein, experience Chronic Service Interruptions, the Parties agree to the remedy process as follows: (i) Customer shall be entitled to a credit of twenty-five (25%) percent of the total Monthly Recurring Charges, however, in no event shall the total amount of issued credit exceed that of the Monthly Recurring Charges of each respective billing period, and, Company shall have the opportunity to cure the Chronic Service Interruptions within thirty (30) days from receipt of written notification by Customer documenting the first occurrence; and (ii) subsequent to any second occurrence, which has been determined by Company to not be in connection with, or, not having originated from the same circumstances causing the primary Chronic Service Interruptions reported by Customer, Customer shall have the right, in its sole discretion, to terminate this Agreement upon written notification to Company and the payment of any and all Non-Recurring charges ("NRC"), and any and all Monthly Recurring Charges for month one (1) through twenty (20) of the Agreement Term, within ten (10) days to Company. Company shall not be liable, nor be required to fulfill the remedies set forth in this provision in the incidence of any Force Majeure event, any act or omission, whether intentional or accidental, of any third party, any other company, or companies furnishing a portion of the Service including, but not limited to, the inability of a supplier to provide equipment in a timely manner for Network, or for damages associated with services, facilities, or equipment which it does not furnish, including, but not limited to, damages which result from the operation of Customer's system, equipment or facilities, or any Chronic Service Interruption deemed to be the result of Customer-provided equipment or Customer's actions or omissions, or acts or omissions of third parties with whom Customer has any type of relationship."

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 of the Agreement shall remain in full force and effect.

a municipal corporation of the State of Florida	Comcast Business Communications, LLC
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
APPROVED AS TO FORM & LEGALITY for use and reliance of the City of Hollywood, Florida only.	
By:	
Name:	
Title:	
Date:	
By:	
Name:	
Title:	
Date:	
By:	
Name:	
Title:	
Date:	

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COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Page 1 of X

Account Name: City of Hollywood		SS THE SE	Address 1: 2000 Hodgwood Blvd	Address 2:	City: Hollywood	State: Forthe East Coast Region	Zip Code: 33012	Tax Exempt: Yes	' if Yes, piesse provide and stach all applicable tax exemption certificates				The second secon		SUMMARY OF CUSTOM INSTALLATION FEES		Total Custom installation Fee": \$0.00				
SO ID# Fi.263043-abrav-116901	CLESTOMER INFORMATION DISTRIBUTION	Beiling Account Name City of 1988/24883	Billing Marve (3rd Party Accounts)	Biffing Contact John Barletta	Tible: Diesetto keforension Technology	Phone, 954-921-3479	Ceff	Fax	Email: [bar/ettag2htafywood) erg				SUMMARY OF CHARGES (Dennils on rollowing paged).	09	SUMMARY OF SERVICE CHARGES	\$28,555.00	\$1,445.00 To	\$30,000.00	\$50,000,00	\$0.00	
MSA ID#: F1-263043-abrav-		rimary Contact: John Barwita	Tibe. Eversor Information Technology	Address 1: 2870 Hallywood Blvs	Address 2:	City: Hollywood	State, Fixeda East Crast Region.	Zhp. 33012	Phone: 964-921-3479	(B):	÷ ex.	Email: parieta@hotywoodflorg		Service Term (Months):	SUMMARY OF SE	Total Metro Ethernet Monthly Recurring Charges:	Total Trunk Services Monthly Recurring Charges:	Total Monthly Recurring Charges (all Services):	Total Metro Ethernet Slandard installation Fees*	Total Trunk Services Standard Installation Fees	

Note. Charges identified in the Sales Order are exclusive of maintenance and lepair charges, and applicable federal state, and focal faxes. fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amonized Custom installation fees prior to the installation of Service.

This Concast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Concast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the understoned and is subject to the Product Specific Affactment for the Service(s) ordered herein, location at http://dusiness comcast commented. The Comcast Enterprise (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

- En Involvas Business Class Trunking Service may have the ES11 limitations specified below.

 Concess Business Class Trunking Service may have the ES11 limitations specified below.

 The National Energency Whitmeer Association (MENA), a 91 industry organization that makes recommendations for services relating to ES11, has issued guidelines and local requirements related to provision of Automatic Location Information (ALI) for ES11 activities of the MENA standard format in an industry organization that the sequence of the Mena and the M umely reaching the caller's location.

 Battery Back Up. The Integrated Access Device (IAD) provided by Concast is not equipped with battery backup. It is Customer's responsibility to ensure acceptate back-up power is provided to ensure service continuity during a power outsign as employees as employees would online before the Services, including delaing 9-1-1, when power is unavailable outside as ensured to the service including delaing of 11 may not be completed if there is a problem with instruct facilities, including network congestion, network-equipment/power failure, or another technical problem.

 All questions should be directed to 1-800-391-3000, E911 Service. Private Branch Exchange, and Direct Inward Dial Service.

agrees to and accepts the terms and conditions of this Sales Order tioning haten

C) office across control across the same across as the same across acro		
CISTOMER USE ONLY (57.5	TO THE SET ASSOCIATION	
Sgnature	Signature:	Sales Rep Alex Branc
Mame	Name	Sales Rep E.Mail slex_D'svo@cable.comcast tom
. :3492	1356	Region Florda East Coast Region
Date	Date	Division, Central

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COMCAST ENTERPRISE SERVICES SALES ORDER FORM

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Date: 4/1/2013	MSA ID#:	Fi-263043-abrav-	SO ID#: FI-2630	F1-263043-abray-116901	2				
20 0 0									_
Line Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Technical/Local	Technical/Local	Technical/Local Contact Email	Technical Contact On Site
: Waste Water Plant Path 1	1621 N 14th Av		Hollywood	ū	33020	Lasio Kis	954-921-3072	iki safihallyan	No
Police HQ Path 1	3250 Hollywood Blvd	**************************************	Hollywood	3	33021	Lasio Kis	954-921-3072	ikis@holivwaodf oro	No
Radius Garage	219 N 19th Ave	MANAGEMENT CONTRACTOR	Hollywood	13	33020	Lasio Kis	954-921-3072	kis@hoilywoodfl oro	No
4 Arts Park 1	1801 Young Circle		Hollywood	13	33020	Lasio Kis	954-921-3072	Mis@hollywoodfloro	No
8 Arts Park 2	1801 Young Circle (field)	***************************************	Hollywood	4	33020	Lasio Kis	954-921-3072	kis@hollywcodfl.org	No
	6291 Fuston St		Hollywood	F	33012	Lasio Kis	954-921-3072	kis@hollywoodfl org	No
	2600 Hollywood Blvd		Hollywood	FE	33020	Lasio Kis	954-921-3072	Ikis@hollywoodfl org	No
	330 N Federal Hwy		Hollywood	14	33020	Lasio Kis	954-921-3072		No
	3300 N 69th Ave		Hollywood	FE	33020	Lasto Kis	954-921-3072		No
	2741 Sterling Rd		Hollywood	H	33020	Lasic Kis	954-921-3072		No
	an 2211 N Ocean Dr	***************************************	Hollywood	긥	33019	Lasic Kis	954-921-3072		No
	1810 N 64th Ave		Hollywood	1	33024	Lasto Kis	954-921-3072		No
13 Fire iraning	3200 N 56m Ave		Hollywood	1.1	33021	Lasio Kis	954-921-3072		No
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	/UD HORK ST		Hollywood	ď	33019	Lasto Krs	954-921-3072		No
	Z400 Chaneston St		Hollywood	7	33020	Lasto Kis	954-921-3072		No
20 Michael Rec Center	1411 S 28th Ave		Hollywood	급	33020	Lasio Kis	954-921-3072		No
Newsork Center Daleich Co	7303 Bolent Ct		Hollywood	۵ ا	33024	Lasio Kis	954-921-3072		Na
	+		Hollywood	i i	33020	Lasio Kis	954-921-3072		Ma
	+		Hollowood		33027	Lasio Nis	3705-178-00-		No
	T	***************************************	Hallywood	ť ū	33030	Lasio Kie	304-321-3072 054-021-3072	INIS(ENOR) WOODIL OFG	No
26 Park Ranger Annex	5197 Taft St		Hollywood		33024	Lasto Kis	954-921-3072		Mo
	1600 S Park Rd	Andrews representative to the control of the contro	Hothwood	ī	33021	Lasio Kis	954-921-3072		No
	3150 Taft St		Hollywood	냽	33021	Lasto Kis	954-921-3072		No
29 Underground Utilities	_		Навужаод	ij	33020	Lasio Kis	954-921-3072		No
			Hallywood	F.	33020	Lasto Kis	954-921-3072	ikis@holiywoodfl.org	No
	5199 Pembroke Rd		Hollywood	ď	33021	Lasio Kis	954-921-3072	lkis@hollywoodfl.org	No
	707 S Ocean Dr.		Hollywood	7	33019	Lasio Kis	954-921-3072	lkis@hollywoodfl.org	No
	5301 NW 33rd Ave		Ft Lauderdale	ī.	33309	Chris Schubert	954-447-8457	Christopher_Schubert@cable.com/No	No
	el 18601 NW 2nd Ave		Mami	ij	33169	Chris Schubert	954-447-8457	Christopher_Schubert@cable.com/No	No
	ZEDO Hottywood Blvd.		Holiywood	냽	33012	Lasic Kis	954-921-3072	lkis@hallywoodfl org	No
	1621 N 14th Ave		Hollywood	14	33020	Lasic Kis	954-921-3072	ikis@haliywoodfi.org	No
37 Fresh Water Plant Path 2	3441 Hollywood Blvd		Hollywood	ĭï	33021	Lasto Kis	054-024-3072		

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Date: 4/1/2013

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

	City of Hollywood
	Account Name:
SERVICE LOCATION DETAIL INFORMATION	SO ID#: F1.263043-abray-116901
	#: FI-263043-abrav-
	MSA ID#

								ŀ	
Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Technical/Local	Technical/Local	Technical/Local Contact Email Technical Contact On Site	Technical Contact On Site
Fire Administration Path 2	2741 Steriing Rd		Fioliywood	14	33020	Lasio Kis	954-921-3072	kis@holwwoxff ord	
Police HQ Path 2	3250 Hollywood Bivd		Hollywood	12.		Lasio Kis	954-921-3072	lkie@holiwarozet orn	S. S.
Peak 10 Path 2	5301 NW 33rd Ave		FtLauderdaie	ū	1	Chris Schubert	954-447-8457	deraple com	0,1
orks Path 2	1600 S Park Rd		Holiywood	124	33021	Lasio Kis	954-921-3072		C/N
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COMCAST ENTERPRISE SERVICES SALES ORDER FORM METRO ETHERNET SERVICES AND PRICING

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			Account Name:	ccount Name: City of Hollywood		Date:	4/1/2013		
			MSA ID#:		FI-263043-abrav-	#di OS		FI-263043-abrav-116901	901
			Short Description of Service:	City wide network ENS,	City wide network ENS, EPL. EDI & PRI services. Must keep current Core ring /spoke architecture	ant Core ring /spoke architecture			
······			Service Term:	60 MONTHS					
	CT.IE	× to						Solution	Solution Charges
Line	<u>~</u>	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Junsdiction	Monthly	One-Time
8 8	New	Add	ENS - Basic Network Bandwidth	1000 Mins	Waste Water Plant Path 1 / 1621 N		Interstate	\$162.76	\$1,111,11
88	New	Add	Ethernet Network Interface - Gig E	Port	Police HO Path 1 / 3250 Hollywood	*	Interstate	\$503.29	20.00
8	New	Add	731	1000 Mpps	Police HQ Path 1 / 3250 Hollywood		Interstate	\$503.29	00.0%
§ §	New N	Agg	Ellemet Network Interface - Gig E	Port	Radius Garage / 219 N 19th Ave	,	Interstate	\$162.76	\$1,111,11
86	New	Add	Ethanet Network Interface . Con E	1000 Mbps	Madrus Garage / 219 N 19th Ave	***************************************	Interstate	\$503.29	\$0,00
80	New	Add	ENS - Basic Network Bandwidth	1000 Mbos	Waste Water Plant Path 2 / 1521 N	*	Interstate	\$162.76	\$1,111,11
5 00	New	Add	Ethernet Network Interface - Gig E	Port	Arts Park 1 / 1801 Young Circle		Interstate	\$503.29	\$0.00
010	New	Add	ENS - Basic Network Bandwidth	900 Mbps	Arts Park 1 / 1801 Young Circle		nierstate	\$102.70 \$480.76	00.00
5 3	\perp	Add	Ethernet Network Interface - Gig E	Port	Beverly Park / 6291 Fuston St	7	Interstate	\$162.76	\$1 111 11
5 5	\perp	Agg :	ENS - Basic Network Bandwidth	1000 Mbps	Beverly Park / 6291 Fuston St	,	Interstate	\$503.29	\$0.00
2 5	Niew.	Agg	Enemet Network Interface - Gig E	Port	City Hall Path 1 / 2600 Hollywood I	-	Inferstate	\$162.76	\$1,111.13
2 5	L	Add	Etharrat Natural Interfera Cir E	1000 Mbps	City Hall Path 1 / 2600 Hollywood	~	Interstate	\$503,29	30 OC
016	L	Add	ENS - Basic Network Bandwidth	1000 Mhos	Downtown CRA / 330 N Federal H	,	Interstate	\$162.76	\$1,111,11
017		Add	Ethernet Network Interface - Gig E	Port	Doffwood Center (3300 N 69th Avi	*	Interstate	\$503.29	\$0.00
018		Add	ENS - Basic Network Bandwidth	1000 Mbps	3300 N	,	interestate	\$ 507.70	- CO C#
919	New	Add	Ethernet Network Interface - Gig E	Port	Fire Administration Path 1 / 2741 S		Interstate	\$162.29	\$1,111
020		Add	ENS - Basic Network Bandwidth	1000 Mbps	Fire Administration Path 1 / 2741 S		Interstate	\$503.29	00.03
38		P 7	Ethernet Network Interface - Gig E	Port	Fire Station 40 / 707 S Ocean Dr.	_	Interstate	\$162.76	\$1,111,11
3 8	New	200	Etharnat Maturat Interface City E	1000 Mpps	Fire Station 40 / 707 S Ocean Dr	,	Interstate	\$503.29	\$0.00
25	L	Age	ENS - Basic Network Bandwidth	1000 Minos	Fire Station 45 / 1810 N 64th Ave		Interstate	\$162.76	\$1,111.11
025		Add	Ethernet Network Interface - Grg E	Port	-12	***************************************	interstate	\$503.29	20.00
920		Add	ENS - Basic Network Bandwidth	1000 Mbps	Fire Training / 3200 N 56th Ave		Interstate	\$162.70 \$503.29	\$0.00
250	\perp	Add	Ethernet Network Interface - Gig E	Port	Fred Lippman Center / 2030 Polk 9		Interstate	\$162.76	\$1,111,11
020	\perp	700	ENS - 1885ic Network Bandwidth	1000 Mbps	Fred Lippman Center / 2030 Polk 9	-	interstate	\$503.29	\$0.00
030	New	Add	ENS - Basic Network Bandwidth	1000 Mbrs	Fresh Water Plant Path 17 3441 H	***************************************	Interstate	\$162.76	\$1 111 11
031		Add	Ethernet Network Interface - Gig E	Port	Garrield Parking Garage / 300 Con	***************************************	mersiare	\$503.29	00.03
032		Add	ENS - Basic Network Bandwidth	1000 Mbps	Garfield Parking Garage / 300 Con	***************************************	interstate	\$503.75	\$ 0.00
333		Add	Ethernel Network Interface - Gig E	Port	Hollywood Beach Comm. Center /	\$1.00 mm m m m m m m m m m m m m m m m m m	Interstate	\$162.76	\$111111
3 8	* AGE	¥00	ENS - Basic Network Bandwidth	1000 Mbps	Hollywood Beach Comm Center /	i.	Interstate	\$503.29	\$0.00
939	L	Add	ENS - Basic Network Bandwidth	1000 Mage	Hothomood Marina (700 Ball, Or	*	interstate	\$162.76	\$1,111.11
037		Add	Ethernet Network Interface - Gig E	Port	Martin Litther King Center / 24/10 C	,	Interstate	\$503.29	\$0.00
038		Add		1000 Mbps	Martin Luther King Center / 2400 C	Handberger and the second seco	Interctate	\$102.70	60.00
980	- [Add	Ethernet Network Interface - Gig E	Port	Mc Nichol Rec Center / 1411 S 281	-	Inference	\$163.29	\$0.00
8 3		Add	ENS - Basic Network Bandwidth	1000 Mbps	Mc Nichol Rec Center / 1411 S 28;		Interstate	\$503.29	0000
3 3	ı	Add	Ethernet Network Interface - Gig E	Port	Network Center 69th Way / 1101 N	***************************************	interstate	\$162.76	\$11111
3 8	New	PG .	ENS - Basic Network Bandwidth	1000 Mbps	Network Center 69th Way / 1101 N	ž.	Inferstate	\$503.29	3000
3 3	ı	And And	CARS DOOR NET TO BE A THE	For	Network Center Raleigh St / 2207		Interstate	\$162.76	\$1,111.11
8		200	Ethorne Motical Income	1000 Mbcs	Network Center Raleigh St / 2207	*	interstate	\$503.29	\$0.00
0 0	ı	Agg	ENS - Basic Network Bachwidth	Port	Network Center S Federal / 1511 S	-	Interstate	\$162.76	\$1,111,11
8, 12		Add	Ethernet Network Interface - Gid F	Port	Orangebrook County, Club (200 El	†	interstate	\$503.29	\$0.00
88	Nex	Add	ENS - Basic Network Bandwidth	1000 Mbps	Orangebrook Country Club / 400 E	1	Interstate	\$162.76	\$1,111,11
9	New	Add	Ethernet Network Interface - Gig E	Port	PAL / 2310 N 23rd Ave		Interstate	\$203.28	20.00
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COMCAST ENTERPRISE SERVICES SALES ORDER FORM METRO ETHERNET SERVICES AND PRICING

: 4/1/2013	: FI-263043-abrav-116901
Date	#QI OS
Account Name: City of Hollywood	MSA ID#: F1.263043-abrav-

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COMCAST ENTERPRISE SERVICES SALES ORDER FORM METRO ETHERNET SERVICES AND PRICING

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