

RESOLUTION NO. 2016-R-31

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER AND INTERIM CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC FOR THE PROVISION OF INTERNET SERVICES, AT A COST NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) FOR THE CURRENT FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami's ("City") facilities are currently connected to internet services via a Local Area Network provided by GTT.NET; and

WHEREAS, the City's contract with GTT.NET recently expired and the service level and reliability has been on a continuous decline; and

WHEREAS, the internet connection is fundamental to City's operations because it allows seven (7) City facilities to connect back to the City Hall for the purpose of conducting city business, access to servers, files, email and the telephone system; and

WHEREAS, the City desires to enter into an Agreement with Comcast Cable Communications Management, LLC ("Comcast") to provide a reliable connection back to the City facilities that depend on this connection for phone service, email, city server access and internet services ("Services"); and

WHEREAS, the Services can be obtained by entering into the Agreement at a cost not to exceed Forty-Five Thousand Dollars (\$45,000.00) for the current fiscal year; and

WHEREAS, the City Administration respectfully requests that the Mayor and City Council authorize the execution of an Agreement to obtain Services for the aforementioned reasons, benefiting the City.

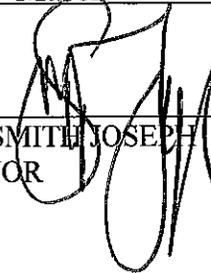
NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of Interim City Manager and Interim City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City

Manager and Interim City Attorney to negotiate and execute an agreement between the City of North Miami and Comcast Cable Communications Management, LLC, for the provision of internet services, at a cost not to exceed Forty-Five Thousand Dollars (\$45,000.00) for the current fiscal year.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

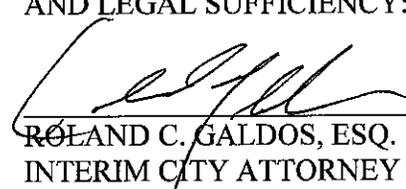
PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 22nd day of March, 2016.



DR. SMITH JOSEPH
MAYOR

ATTEST: 

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Desulme
Seconded by: Galvin

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Alix Desulme
Councilman Scott Galvin
Councilwoman Carol Keys, Esq.
Councilman Philippe Bien-Aime

X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)
X (Yes) _____ (No)

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Account Name: City of North Miami

MSA ID#: FL-225357-pgalb

SO ID#: FL-225357-pgalb-3641357

Primary Contact: Ricardo Castillo
 Title: Director of Information Technology
 Address 1: 776 NE 125th St., Suite 403
 Address 2: _____

City: North Miami
 State: FL
 Zip: 33181
 Allowable Contract Date: _____

Phone: (305) 895-9850
 Cell: _____
 Fax: _____
 Email: rcastilio@northmiamifl.gov

Contract Generated Date: 03/08/2016

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges: \$ 3,493.00
 Total Trunk Services Monthly Recurring Charges: \$ 0.00
 Total Off-Net Monthly Recurring Charges: \$ 0.00
Total Monthly Recurring Charges (all Services): \$ 3,493.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*: \$ 0.00
 Total Trunk Services Standard Installation Fees: \$ 0.00
 Total Off-Net Standard Installation Fees: \$ 0.00
Total Standard Installation Fees (all Services): \$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee: \$ 0.00
 Amortized Custom Installation Fee \$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00
 Total Monthly Recurring Trunk Services Equipment Fees: \$ 0.00
Total Monthly Recurring Equipment Fees (all Services): \$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF 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-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network 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.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

DocuSigned by:

(CUSTOMER'S SIGNATURE BY AUTHORIZED REPRESENTATIVE) Signature: <u>[Signature]</u> Name: <u>Larry M. Spring, Jr.</u> Title: <u>City Manager</u> Date: <u>3/8/16</u>		(COMCAST REPRESENTATIVE SIGNATURE) Signature: <u>[Signature]</u> Name: <u>Jeffrey Bissett</u> Title: <u>SVP, Business Services</u> Date: <u>4/6/2016</u>	
Sales Rep: <u>Christopher Munro</u> Sales Rep E-Mail: <u>christopher_munro@cable.comcast.com</u> Division: <u>Florida</u>		Sales Rep: <u>Christopher Munro</u> Sales Rep E-Mail: <u>christopher_munro@cable.comcast.com</u> Division: <u>Central</u>	



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

Short Description of Service:

Service Term (Months):

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Term	Tax Jurisdiction	Monthly	One-time
1	New	Add	ENI10100	Port	12098 NW 11TH AVE--City of North Miami		South Florida		Interstate	\$ 105.00	\$ 0.00
2	New	Add	ENI10100	Port	776 NE 125TH ST--City of North Miami		South Florida		Interstate	\$ 105.00	\$ 0.00
3	New	Add	ENI10100	Port	835 NE 132ND ST--City of North Miami		South Florida		Interstate	\$ 105.00	\$ 0.00
4	New	Add	ENI10100	Port	1855 NE 142ND ST--OFC-City of North Miami		South Florida		Interstate	\$ 105.00	\$ 0.00
5	New	Add	ENI10100	Port	12181 NE 13TH AVE--OFC-City of North Miami		South Florida		Interstate	\$ 105.00	\$ 0.00
6	New	Add	ENI10100	Port	700 NE 124TH ST--City of North Miami		South Florida		Interstate	\$ 105.00	\$ 0.00
7	New	Add	ENI10100	Port	1815 NE 150TH ST--City of North Miami		South Florida		Interstate	\$ 105.00	\$ 0.00
8	New	Add	ENS-BASIC-10	10 Mbps	12098 NW 11TH AVE--City of North Miami			See Matrix	Interstate	\$ 364.00	\$ 0.00
9	New	Add	ENS-BASIC-50	50 Mbps	776 NE 125TH ST--City of North Miami			See Matrix	Interstate	\$ 574.00	\$ 0.00
10	New	Add	ENS-BASIC-10	10 Mbps	835 NE 132ND ST--City of North Miami			See Matrix	Interstate	\$ 364.00	\$ 0.00
11	New	Add	ENS-BASIC-10	10 Mbps	1855 NE 142ND ST--OFC-City of North Miami			See Matrix	Interstate	\$ 364.00	\$ 0.00
12	New	Add	ENS-BASIC-10	10 Mbps	12181 NE 13TH AVE--OFC-City of North Miami			See Matrix	Interstate	\$ 364.00	\$ 0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: City of North Miami MSA ID#: FL-225357-pgalb SO ID#: FL-225357-pgalb-3641357 Date: March 08, 2016

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	Co-Ming Location	Extend to Co-Ming (Yes/No)	Include Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Service Location (Y/N)
1	12098 NW 11TH AVE-- City of North Miami	12098 NW 11TH AVE		NORTH MIAMI	FL	33168				Ricardo Castillo	(305) 895-9850	rcastillo@northmia.mifl.gov	No	No
2	776 NE 125TH ST-- City of North Miami	776 NE 125TH ST		NORTH MIAMI	FL	33161				Ricardo Castillo	(305) 895-9850	rcastillo@northmia.mifl.gov	Yes	No
3	1855 NE 142ND ST-- OFC-City of North Miami	1855 NE 142ND ST	OFC	NORTH MIAMI	FL	33181				Ricardo Castillo	(305) 895-9850	rcastillo@northmia.mifl.gov	No	No
4	1815 NE 150TH ST-- City of North Miami	1815 NE 150TH ST		NORTH MIAMI	FL	33181				Ricardo Castillo	(305) 895-9850	rcastillo@northmia.mifl.gov	No	No
5	12181 NE 13TH AVE-- OFC-City of North Miami	12181 NE 13TH AVE	OFC	NORTH MIAMI	FL	33161				Ricardo Castillo	(305) 895-9850	rcastillo@northmia.mifl.gov	No	No
6	700 NE 124TH ST-- City of North Miami	700 NE 124TH ST		NORTH MIAMI	FL	33161				Ricardo Castillo	(305) 895-9850	rcastillo@northmia.mifl.gov	No	No
7	835 NE 132ND ST-- City of North Miami	835 NE 132ND ST	Cafe	NORTH MIAMI	FL	33161				Ricardo Castillo	(305) 895-9850	rcastillo@northmia.mifl.gov	No	No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	FA	CAR	CNM	CGA	CO	ETN	FPA	AT	BOS	CHI	PHL	HOJ	IND	JAC	M	MAT	MTN	MIN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Central & Western PA (PA)	PT1	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2	
Central Arkansas (CAR)	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	
Central New Mexico (CNM)	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT4	
Coastal Georgia (CGA)	PT3	PT2	PT3	PT1	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3	
Colorado (CO)	PT3	PT2	PT2	PT3	PT1	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	
Eastern Tennessee (ETN)	PT3	PT3	PT4	PT3	PT4	PT1	PT3	PT2	PT4	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4							
Florida Panhandle (FPA)	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	
Greater Atlanta (ATL)	PT2	PT2	PT4	PT2	PT3	PT2	PT2	PT1	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3								
Greater Boston (BOS)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT4	
Greater Chicago (CHI)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3								
Greater PHL & New Jersey (PHL)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	
Houston (HOJ)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	
Indians (IND)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT2									
Jacksonville (JAC)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT4	PT3	
Michigan (MI)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT2									
Mid-Atlantic (MAT)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	
Middle Tennessee (MTN)	PT2	PT2	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3							
Minnesota (MIN)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3										
Northern AL (NAL)	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3	
Northern CA (NCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT4	
Oregon & SW Washington (OR)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT4	
South Florida (SFL)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT3	PT4	
Southern California (SCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT4	
Southern TN & North GA (STN)	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	
Southwest Florida (SWF)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	
SW TN & Northern MS (SWT)	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	
Utah (UT)	PT3	PT3	PT3	PT3	PT2	PT4	PT3	PT3	PT4	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT1	PT4									
Washington (WA)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT4	
Western New England (WNE)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT1	

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FL-225357-pgalb	MSA Term: 60 months	Account Name: City of North Miami
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CUSTOMER INFORMATION

Primary Contact: Ricardo Castillo	<u>Primary Contact Address Information</u>
Title: Director of Information Technology	Address 1: 776 NE 125th St., Suite 403
Phone: (305) 895-9850	Address 2:
Cell:	City: North Miami
Fax:	State: FL
Email: rcastillo@northmiamifl.gov	Zip Code: 33161

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.

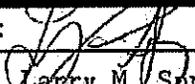
The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

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.

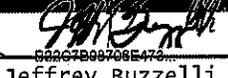
Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination 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: 	
Name: Larry M. Spring, Jr.	
Title: City Manager	
Date: 3/24/16	

COMCAST USE ONLY (by authorized representative)

Signature: 	Sales Rep: Christopher Munro
Name: Jeffrey Buzzelli	Sales Rep Email: christopher_munro@cable.comcast.com
Title: SVP, Business Servicesx	Region: Florida
Date: 4/6/2016	Division: Central

Amendment No. FL-225357-pgalb/A1

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. FL-225357-pgalb

This First Amendment ("Amendment") is concurrently entered into on March 8, 2016 ("Effective Date") in conjunction with the Comcast Enterprise Services Master Services Agreement No. FL-225357-pgalb ("Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and City of North Miami ("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.

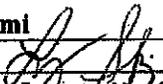
Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

- Article 11.15 of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified 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.

City of North Miami		Comcast Cable Communications Management, LLC	
Signature:		Signature:	
Printed Name:	Larry M. Spring, Jr.	Printed Name:	JEFFREY BUZZELLI
Title:	City Manager	Title:	SVP, Business Servicesx
Date:	3/24/16	Date:	4/6/2016