

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FL-5827975-dkeen	MSA Term: 60 months	Customer Name: City of Port St. Lucie
CUSTOMER INFORMATION		
Primary Contact: Bill Jones		<u>Primary Contact Address Information</u>
Title:	Address 1: 121 SW Port St. Lucie Blvd	
Phone: (772) 344-4339	Address 2:	
Cell:	City: Port St Lucie	
Fax:	State: FL	
Email: bill.jones@cityofpsl.com	Zip Code: 34984	



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 <https://business.comcast.com/terms-conditions-ent> (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: William Jones	
Title: CIO	
Date: 8/27/2019	
COMCAST USE ONLY (by authorized representative)	
Signature: 	Sales Rep: David Ingber
Name: John Schuchart	Sales Rep Email: david_ingber@comcast.com
Title: Vice President Comcast Business	Region: Florida
Date: 8/22/2019	Division: Central

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. FL-5827975-dkeen

This First Amendment (“Amendment”) is concurrently entered into on February 15, 2019 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. **FL-5827975-dkeen** (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Port St. Lucie (“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 receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 6.2 of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Customer’s Indemnification Obligations. To the extent not prohibited by law, Customer shall indemnify, defend, and hold harmless Comcast 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. Notwithstanding the anything to the contrary contained in the foregoing, this Article 6.2 shall not alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, section 768.28, Florida Statutes, or as otherwise provided by law. This paragraph shall not be construed to constitute an agreement by the Customer to indemnify Comcast for the willful actions, malicious actions, or negligent actions performed by or caused by the Comcast, its representatives, agents, employees, and contractors acting for or on behalf of Comcast.”

2. 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), 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, (i) 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 to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement and (ii) 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, (D) is developed independently by the receiving party without use of the disclosing party’s Confidential

Information or (E) is required to be disclosed by law or regulation, including, but not limited to, Florida Public Records laws applicable to municipal entities. 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. Notwithstanding anything to the contrary contained in this Article 7.1 or the Agreement, Customer acknowledges and agrees that Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service.”

3. Article 9.4 of the General Terms and Conditions is hereby modified to read as follows:

“Amendments; Changes to the Agreement. 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 the Agreement (including these General Terms and Conditions and the PSAs), and any related policies (including the Use Policies and Privacy Policy) from time to time (“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 sixty (60) calendar days from the date of the invoice in which Comcast notified Customer 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 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 for any Revisions. In the event Customer exercises its right to terminate the impacted Service(s) as set forth in this Article 9.4, Comcast agrees to work in good faith with Customer to continue providing the Services under the Revisions, for a period of up to one-hundred eighty days (180) with respect to Customer’s transition timeline to an alternate service provider; however, during such period, Comcast retains the right to suspend Services if Customer fails to pay for Services rendered pursuant to the terms of the Agreement, or if Customer’s use of the Service violates this Agreement or if such use is in violation of any current applicable law or imperils the Comcast network or the use of services by other Comcast customers in any way. 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.”

4. Article 9.9 is hereby added to the General Terms and Conditions to read as follows:

“Public Records. The Parties acknowledge and agree that all provisions of the Florida Public Records Law, Chapter 119, Florida Statutes, are and shall be binding and enforced at all times with regard to all action and activities under this Agreement. If by providing Services pursuant to the Agreement, Comcast is a contractor as defined by Section 119.0701, Florida Statutes, Comcast shall:

- A. Keep and maintain public records required by Customer to perform the Services.
- B. Upon request of Customer’s custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 term of the Agreement and following completion of the Agreement if Comcast does not transfer the records to Customer.

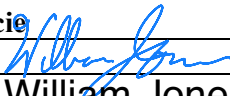
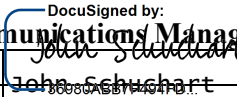
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D. Upon natural expiration or termination of the Agreement, Comcast shall transfer to Customer, at no cost, all public records in possession of Comcast or keep and maintain public records required by Customer to perform the Services. If Comcast transfers all public records to Customer upon termination or expiration of the Agreement, 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 this Agreement, Comcast shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

**IF COMCAST HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO COMCAST'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

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 Port St. Lucie		Comcast Cable Communications Management, LLC	
Signature:		Signature:	
Printed Name:	William Jones	Printed Name:	John Schuchart
Title:	CIO	Title:	Vice President Comcast Business
Date:	8/27/2019	Date:	8/22/2019