

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: **April 6, 2010**

Consent  
 Ordinance

Regular  
 Public Hearing

Department: **Parks and Recreation Department**

Submitted By: **Parks and Recreation Department**

Submitted For: **Parks and Recreation Department**

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Services Agreement with Comcast of Florida/Georgia, LLC for the period January 1, 2010, through December 31, 2014, in an amount not-to-exceed \$14,163.60 for the first year and \$73,954.86 for the contract period for continued cable television service to the South Bay RV Park.

**Summary:** This Agreement provides cable television service to 74 sites plus any sites added or constructed in the future at South Bay RV Park for a bulk rate cost of \$15.95 per month per site. The total annual cost for the first year will be \$14,163.60 plus all applicable taxes and fees. The cost for subsequent years may increase up to a maximum of five percent per year. A previous five year term Agreement with Comcast (formally known as Adelphia Cablevision of West Palm Beach IV, LLC) expired on January 31, 2009, and has been extended on a monthly basis, pending entering into a new Agreement. District 6 (AH)

**Background and Justification:** The South Bay RV Park opened to the public on April 21, 1995, and cable television has been provided for all sites since May 16, 1995. In order to continue to provide comparable amenities available at similar facilities, the Parks and Recreation Department is requesting that cable television continue to be provided at all campsites. This Agreement will provide cable service at a very attractive rate of \$15.95 plus all applicable taxes and fees per month per site. Comcast is the sole provider of cable television services in the area. The rate from the previous Agreement provides cable television service for a bulk rate cost of \$24.26 per month per site.

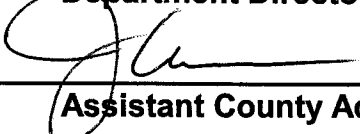
The term of the Agreement is for the five year period of January 1, 2010, through December 31, 2014. On or after the first anniversary of the effective date of this Agreement, Comcast may increase the monthly service fee, but never more than once in any calendar year, or by more than five percent after giving at least 30 days written notice.

Since the expiration of the previous Agreement, Comcast has extended the existing Agreement on a monthly basis until approval of a new Agreement.

**Attachment:** Services Agreement

Recommended by:   
Department Director

3-16-2010  
Date

Approved by:   
Assistant County Administrator

3/29/10  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>10,623</u>	<u>14,696</u>	<u>15,427</u>	<u>16,197</u>	<u>17,012</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>10,623</b></u>	<u><b>14,696</b></u>	<u><b>15,427</b></u>	<u><b>16,197</b></u>	<u><b>17,012</b></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit 5208  
 Object 3401 Program N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

FUND: General Fund  
 UNIT: South Bay Rv Campground

Other Contractual Services                      0001-580-5208-3401                      \$73,955

Funding is currently budgeted for FY 2010. Funding for future years for this Agreement will be budgeted through the annual budget process.

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature]  
 OFMB

[Signature] 3/25/10  
 Contract Development and Control  
 6/20/10 3/25/10

B. Legal Sufficiency: [Signature] 3/26/10

This Contract complies with our contract review requirements.

Anne Delgado 3/26/10  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

This summary is not to be used as a basis for payment

## SERVICES AGREEMENT

This Services Agreement (the "Agreement") is dated 12/31, ~~2009~~, and is between Comcast of Florida/Georgia, LLC., a Limited Liability Company (the "Company"), and Palm Beach County, Florida, A Political Subdivision of the State of Florida, (the "Owner"), who owns certain real estate and improvements thereon located at 100 Levee Rd., South Bay, Florida 33493 (the "Premises"), commonly known as South Bay RV Park consisting of 74 residential units plus any units added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Palm Beach County, Florida (the "County"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. The System.

a) The Company has installed, and shall operate, maintain and repair, all facilities, except for the Inside Wiring (hereinafter defined) necessary to transmit the Services to the Premises (the "Company Wiring"). The cable home wiring necessary to transmit the Services to the individual homes has been installed (the "Inside Wiring"). All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company shall be responsible for all costs and expenses incurred by it in operating, maintaining and repairing the System. The Company agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System, except as otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the operation of the System.

b) Neither the Owner nor anyone operating on its behalf shall tap into, use or otherwise interfere with the Company Wiring or any portion thereof for any purpose. The Company Wiring is and will remain the personal property of the Company. The Inside Wiring is and will remain the property of the resident. The Company shall have the right to interconnect with and use any telephony inside wiring facilities, cross connect facilities and other telephony-related facilities owned or controlled by Owner that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

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2. Easement. The Owner has the authority to grant and does hereby agree to grant and execute a non-exclusive easement, which is attached hereto and incorporated herein by reference as Exhibit "A", in favor of the Company to place its lines across the Premises and to operate the System.
3. Access. The Owner shall allow Company's personnel to enter all common areas of the Premises for the purposes auditing, selling or disconnecting service, installing, maintaining, repairing, replacing or removing the removing the Company Wiring or any other equipment and apparatus connected with the provision of the Services. The Owner shall supply the names and unit numbers of residents at reasonable intervals. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to operate, maintain, repair and replace, as necessary, the System on the Premises and to deliver the Services to the Premises, unless otherwise required by applicable law. Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.
5. Fees and Charges for Services. Additional terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in the Bulk Bill Addendum attached hereto between Owner and the Company. Except as set forth in the Bulk Bill Addendum, attached the Owner assumes no liability or responsibility for service charges contracted for by individual residents. All billing and collections for service charges incurred by individual residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers twenty-four (24) hours a day, seven (7) days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.
7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception.

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8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Service to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.

9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of five (5) years.

10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.

11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from or against any and all claims, damage or expense arising out of the actions or omissions of the Company, its personnel, directors, agents and representatives with respect to the installation, operation, maintenance or removal of the System and the Services provided to residents at the Premises pursuant to this Agreement. To the fullest extent permitted under applicable law, the Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the actions or omissions of the Owner, its personnel, directors, agents and representatives.

12. Limitation of Liability. THE COMPANY SHALL NOT BE LIABLE TO THE OWNER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have sixty (60) days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such sixty (60) day period, commence curing the default within such sixty (60) day period and diligently pursue such cure to completion. In the event if the defaulting party fails to do so within such sixty (60) day period, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice without further liability of either party.

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b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

14. Removal of Company Wiring.

a) Upon expiration or termination of this Agreement for any reason, the Company shall have a period of six (6) months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by the removal of the Company Wiring.

b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in section (a) shall be tolled for as long as the Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Premises after the termination or expiration of this Agreement, in which case the Company shall have the right to continue to own and use the Company Wiring and to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

15. Marketing Support. Owner shall provide Marketing Support for Company for the Services. The term "Marketing Support" shall include, but not be limited to, Owner's presentation of the Company's marketing materials for the Services, including, but not limited to multi-channel video, high speed Internet and voice services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company.

16. Miscellaneous.

a) Force Majeure. The Company shall not be liable for failure to construct or to continue to operate the System during the term hereof due to acts of God, the failure of equipment or facilities not belonging to Company (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the Company.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

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c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Palm Beach County Board of County Commissioners  
Parks & Recreation Department  
2700 Sixth Avenue South  
Lake Worth, Florida 33461  
Attn.: Mike Martz

Copy To:

Palm Beach County Board of County commissioners  
County Attorney  
301 N Olive Avenue Suite 601  
West Palm Beach, Florida 33401  
Attn.: Anne Helfant

If to the Company:

Comcast of Florida  
1100 Northpoint Parkway Suite - 100  
West Palm Beach, Florida 33407  
Attn.: Commercial Development

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

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g) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

h) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

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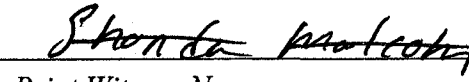
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS/ATTEST:

OWNER: Palm Beach County, Florida, By its Board of County Commissioners

  
Signature of Witness


By: \_\_\_\_\_  
Name: ~~John F. Koons~~ Burt Aaronson, Chair  
Title: ~~Chairman~~  
Date:

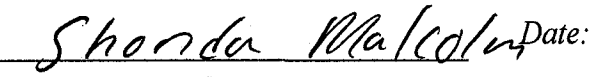
  
Print Witness Name

WITNESS/ATTEST:

COMPANY: Comcast of Florida/Georgia, LLC

  
Signature of Witness


By:   
Name: Gary E. Waterfield  
Title: Regional Vice President

  
Print Witness Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:   
Dennis Eshleman, Director  
Parks and Recreation Department

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**OWNER ACKNOWLEDGEMENT**

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity), on behalf of said entity. He is personally known to me and \_\_\_\_\_ (type of identification) as identification did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Notary Public

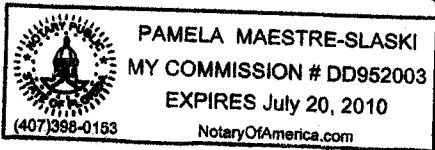
My commission expires: \_\_\_\_\_

**COMCAST ACKNOWLEDGMENT**

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 3 day of MARCH, <sup>2010</sup>~~2009~~ by Gary E. Waterfield, of Comcast of Florida/Georgia, LLC, on behalf of the corporation. He is personally known to me and did not take an oath.

Witness my hand and official seal.



*Pamela Maestre Slaski*  
Pamela Maestre-Slaski Notary Public  
(Print Name)

My Commission expires: \_\_\_\_\_

EXHIBIT A

(See attached)

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EXHIBIT A  
GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this Dec 29 day of 2009, 2009 by and between Comcast of Florida/Georgia, LLC. its successors and assigns, hereinafter referred to as "Grantee" and Palm Beach County, A Political Subdivision of the State of Florida hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated 12/21/, 2009, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of Palm Beach, State of Florida described as follows:

LEGAL DESCRIPTION:  
(See Attached)

Grantor(s) agree for themselves and their heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

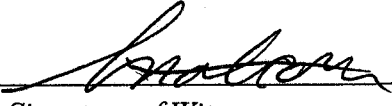
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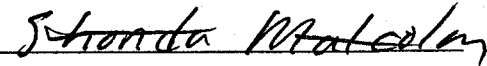
This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Premises.

WITNESS/ATTEST:

GRANTOR: Palm Beach County, Florida, By its Board of County Commissioners

  
Signature of Witness

By: \_\_\_\_\_  
Name: ~~John F. Koons~~ Burt Aaronson, Chair  
Title: ~~Chairman~~

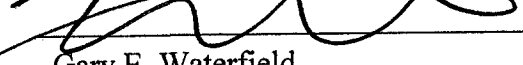
  
Print Witness Name

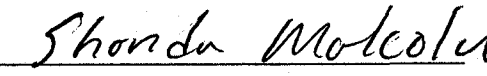
Date:

WITNESS/ATTEST:

GRANTEE Comcast of Florida/Georgia, LLC

  
Signature of Witness

By:   
Name: Gary E. Waterfield  
Title: Regional Vice President


  
Print Witness Name

Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:   
Dennis Eshleman, Director  
Parks and Recreation Department

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**GRANTOR ACKNOWLEDGEMENT**

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity), on behalf of said entity. He is personally known to me and \_\_\_\_\_ (type of identification) as identification did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
(Print Name)

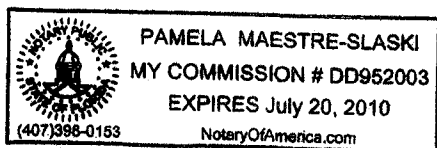
My commission expires: \_\_\_\_\_

**GRANTEE ACKNOWLEDGMENT**

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 3 day of MARCH, <sup>2010</sup>~~2009~~ by Gary E. Waterfield, of Comcast of Florida/Georgia, LLC, on behalf of the corporation. He is personally known to me and did not take an oath.

Witness my hand and official seal.



*Pamela Maestre-Slaski*  
Pamela Maestre-Slaski Notary Public  
(Print Name)

My Commission expires: \_\_\_\_\_

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LEGAL DESCRIPTION

[See attached]

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**Property Information**

Location Address: 100 LEVEE RD  
 Municipality: SOUTH BAY  
 Parcel Control Number: 58-36-44-03-00-000-5030  
 Subdivision:

- [View Map](#)
- [Calculate Portability](#)
- [Proposed Tax Notice](#)
- [Reverse Side](#)

Official Records Book: 06338 Page: 1238 Sale Date: Jan-1990

Legal Description: 3/10-44-36, TH PT OF SE 1/4 OF SEC 3 & N 1/2 OF SEC 10 LYG SELY OF & ADJ TO LEVEE L-D2 AS IN OR6338P1238 A/K/A SOUTH

**Owner Information**

Name: PALM BEACH COUNTY  
 Mailing Address: 2633 VISTA PKWY  
 WEST PALM BEACH FL 33411 5613

[All Owners](#)

**Sales Information**

Sales Date	Book/Page	Price	Sale Type	Owner
Jan-1990	06338/1238	\$525,000	WARRANTY DEED	

**Exemptions**

Full: County Government: \$498,647 Year of Exemption: 2008  
 Total: \$498,647

**Appraisals**

Tax Year:	2008	2007	2006
Improvement Value:	\$365,647	\$367,882	\$357,953
Land Value:	\$133,000	\$133,000	\$133,000
Total Market Value:	\$498,647	\$500,882	\$490,953

**Property Information**  
 Number of Units: 0  
 \*Total Square Feet: 3190  
 Acres: 35

Use Code: 8600 Description: CITY INC NONMUNI  
 \* in residential properties may indicate living area.

**Assessed and Taxable Values**

Tax Year:	2008	2007	2006
Assessed Value:	\$498,647	\$500,882	\$490,953
Exemption Amount:	\$498,647	\$500,882	\$490,953
Taxable Value:	\$0	\$0	\$0

[Structure Detail](#)

**Tax Values**

Tax Year:	2008	2007	2006
Ad Valorem:	\$0	\$0	\$0
Non Ad Valorem:	\$1,155	\$0	\$0
Total Tax:	\$1,155	\$0	\$0

- [Tax Calculator](#)
- [Details](#)

[Tax Collector WebSite](#)

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.



EXHIBIT B  
BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (the "Bulk Addendum") is made and entered into this 31 day of Dec, 2009 by and between Comcast of Florida/Georgia, LLC, (the "Company"), whose address is 1100 Northpoint Parkway – Suite 100 West Palm Beach, Florida 33407 and Palm Beach County, a political Subdivision of the State of Florida (the "Owner") who owns or has control over certain real estate and improvements thereon located at 100 Levee Rd, South Bay RV Park, Florida 33493 (the "Premises"), consisting of 74 residential units plus any units added or constructed in the future. This Bulk Addendum supplements that certain Services Agreement dated 12/31/, 2009 by and between Owner and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

1. Commencing on January 1, 2010, the Company agrees to provide the Bulk Service to all outlet(s) in each of 74 residential units plus any units added or constructed in the future. As of the date of this Bulk Addendum, Bulk Service consists of the channel lineup set forth on Exhibit C attached hereto which is subject to change from time to time. The Bulk Service does not include receivers, remotes or Cable Cards that may be necessary to receive the Bulk Service. Bulk Service equal to \$15.95 per unit beginning plus all applicable taxes and fees. On and after the first anniversary of the effective date of this Agreement, Company may increase the monthly service fee, but never more than once in any calendar year, or by more than five percent (5%) after giving Owners at least thirty (30) days' written notice.
2. After February 1, 2010 though the second anniversary of the Agreement, the Owner has the option to add the Company's Digital Starter service to the Bulk Service, with ninety (90) days prior written notice to the Company at an additional per unit rate of \$3.50 per unit plus applicable fees and taxes. The upgraded Bulk Service is contemplated to consist of the channel lineup set forth on Exhibit D attached hereto which is subject to change from time to time, including, but not limited to, any changes made prior to the Owner exercising the option to upgrade the Bulk Service. At the end of the notice period, the Company agrees to provide the Digital Starter service to one (1) outlet in each unit. The Association acknowledges and understands that a digital receiver is required to receive the Digital Starter tier of service. The Company shall make available as needed to each resident with one (1) digital receiver and one (1) remote control capable of receiving the Digital Starter Services, provided that the resident enters into a separate agreement with the Company accepting responsibility for the receivers(s), remote(s) and any services purchased by the resident which are additional to the Bulk Service and the Digital Starter service. If a resident refuses to enter into such agreement or violates such agreement, the Company shall only be required to provide those video services provided by the Company on a bulk basis to the Premises that do not require a digital receiver. The type of digital receiver and remote provided to the residents shall be at the Company's sole discretion
3. Any hearing impaired or legally blind unit owner who does not occupy the unit with a non-hearing impaired or sighted person may discontinue service under this Bulk Addendum without incurring disconnects fees, penalties or subsequent service charges.

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No proposal or draft of this Agreement is final or binding on Company until duly executed by all parties to this Agreement 9/15/09 JMT

4. Monthly per unit service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to an administrative fee of 1% per month if not paid forty-five (45) calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to Owner in the event payment of the monthly per unit service fee remains unpaid for sixty (60) days.
5. In addition to the Bulk Service, the Company may provide to individual residents certain optional services, including, but not limited to, multi-channel video, internet and voice services ("Additional Services"). Additional Services will be addressed in separate agreements with individual unit residents. Owner assumes no liability or responsibility for service charges for Additional Services contracted for by individual residents.
6. Owner acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to Owner or anyone claiming through Owner. Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to Company or any other reason beyond the reasonable control of Company.
7. This Bulk Addendum shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by either party for any reason, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.
8. Owner may not sell, offer for sale or resell any of the services contemplated by this Bulk Addendum without the prior written consent of the Company.
9. The terms and conditions of the Agreement shall remain in full force and effect except as modified by this Bulk Addendum.

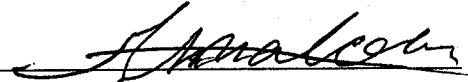
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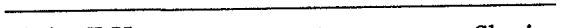
WITNESS/ATTEST:

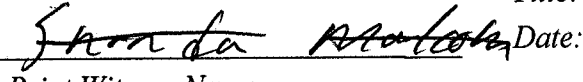
OWNER:

Palm Beach County, Florida, By its Board of County Commissioners

  
Signature of Witness

By:

  
Name: ~~John F. Koons~~ Burt Aaronson, Chair  
Title: ~~Chairman~~


  
Date: \_\_\_\_\_  
Print Witness Name

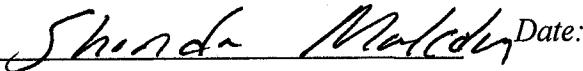
WITNESS/ATTEST:

COMPANY: Comcast of Florida/Georgia, LLC

  
Signature of Witness

By:

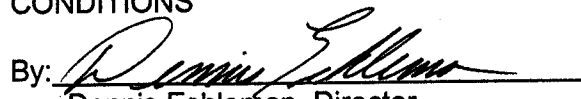
  
Name: Gary E. Waterfield  
Title: Regional Vice President

  
Date: \_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By:   
Dennis Eshleman, Director  
Parks and Recreation Department

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EXHIBIT C

**EXBelle Glade/Pahokee Channel Lineup – eff 8/1/09**

Limited Basic	Expanded Basic
<p>2 WPBT (PBS - 2 Miami)                      3 WPTV (NBC - 5 WPB)                      4 WTVX (CW - 34 Ft. Pierce)                      5 Home Shopping Network                      6 WXEL (PBS - 42 WPB)                      7 WGN (IND - 9 Chicago)                      8 WPXP (ION - 67 Lake Worth)                      9 WPEC (CBS - 12 WPB)                      10 WPBF (ABC - 25 Tequesta)                      11 WFLX (FOX - 29 WPB)                      12 QVC                      13 WFGC (CTN - 61 PB)                      14 WTCE (TBN - 21 Ft. Pierce)                      15 WTCN (My Network TV - 43 PB)                      16 TV Guide Network                      17 WSCV (Telemundo – 51 Ft. Lauderdale Esp)                      18 City of Pahokee Govt Access*                      19 Educational Access                      20 Government Access                      21 WPLG (ABC - 10 Miami)                      22 WLTV (Univision - 23 Miami Esp)</p>	<p>23 Community Channel                      24 Lifetime                      25 truTV                      26 style.                      30 MTV                      31 Spike                      32 ShopNBC                      33 ESPN                      34 ESPN 2                      35 Sun Sports                      36 The Golf Channel                      37 Fox Sports Net Florida                      40 CNN                      41 CNN Headline News                      42 MSNBC                      43 CNBC                      44 Fox News Channel                      45 C-SPAN                      46 E! Entertainment Television                      47 USA Network                      48 TNT                      49 TBS                      50 The Learning Channel                      51 History                      52 Animal Planet                      53 Discovery Channel                      54 A &amp; E                      55 American Movie Classics                      56 Bravo                      57 Hallmark Channel                      58 The Weather Channel                      59 Disney Channel                      60 Cartoon Network                      61 Nickelodeon                      62 TV Land                      64 ABC Family                      65 VH-1                      66 FX                      67 The Travel Channel                      68 Syfy Channel                      69 BET                      70 Home &amp; Garden Television                      71 Food Network                      72 EWTN                      73 Comedy Central                      99 Product Information Network</p>
<p>*Only available in Pahokee</p>	
<p><b>Programming Notice:</b> Comcast reserves the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Comcast may at its' discretion make additions, deletions or modifications to its channel line-up. Comcast shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.</p>	

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EXHIBIT D

Belle Glade/Pahokee Channel Lineup – eff 8/1/09

Limited Basic	Expanded Basic	Digital Starter	Music Choice
2 WPBT (PBS - 2 Miami) 3 WPTV (NBC - 5 WPB) 4 WTVX (CW - 34 Ft. Pierce) 5 Home Shopping Network 6 WXEL (PBS - 42 WPB) 7 WGN (IND - 9 Chicago) 8 WPXP (ION - 67 Lake Worth) 9 WPEC (CBS - 12 WPB) 10 WPBF (ABC - 25 Tequesta) 11 WFLX (FOX - 29 WPB) 12 QVC 13 WFGC (CTN - 61 PB) 14 WTCE (TBN - 21 Ft. Pierce) 15 WTCN (My Network TV - 43 PB) 16 TV Guide Network 17 WSCV (Telemundo – 51 Ft. Lauderdale Esp) 18 City of Pahokee Govt Access* 19 Educational Access 20 Government Access 21 WPLG (ABC - 10 Miami) 22 WLTV (Univision - 23 Miami Esp)	23 Community Channel 24 Lifetime 25 truTV 26 style. 30 MTV 31 Spike 32 ShopNBC 33 ESPN 34 ESPN 2 35 Sun Sports 36 The Golf Channel 37 Fox Sports Net Florida 40 CNN 41 CNN Headline News 42 MSNBC 43 CNBC 44 Fox News Channel 45 C-SPAN 46 E! Entertainment Television 47 USA Network 48 TNT 49 TBS 50 The Learning Channel 51 History 52 Animal Planet 53 Discovery Channel 54 A & E 55 American Movie Classics 56 Bravo 57 Hallmark Channel 58 The Weather Channel 59 Disney Channel 60 Cartoon Network 61 Nickelodeon 62 TV Land 64 ABC Family 65 VH-1 66 FX 67 The Travel Channel 68 Syfy Channel 69 BET 70 Home & Garden Television 71 Food Network 72 EWTN 73 Comedy Central 99 Product Information Network	81/146 Country Music Television 82/104 C-SPAN 2 83/123 Oxygen 119 Lifetime Movie Network 201 WXEL-PBS create (multicast) 202 WXEL-PBS FL Knowledge Network (multicast) 203 WXEL-PBS V-me (multicast) 208 WPBF-ABC Weather First.TV (multicast) 212 WPEC-CBS Mi Pueblo TV (multicast) 216 WPTV-NBC Weather PLUS (multicast) 225 WTVX-CW Retro TV Network (multicast) 230 WWHB-Azteca America (WTVX-CW multicast) 730 VERSUS	801 Hit List 802 Hip-Hop and R&B 803 MixTape 804 Dance / Electronica (Merge of Dance and Electronica) 805 Rap 806 Hip-Hop Classics 807 Throwback Jamz (was R&B Hits) 808 R&B Classics (was Classic R&B) 809 R&B Soul 810 Gospel 811 Reggae 812 Classic Rock 813 Retro Rock (Merge of Arena Rock and Retro-Active) 814 Rock 815 Metal 816 Alternative 817 Classic Alternative 818 Adult Alternative 819 Soft Rock (was Lite Hits) 820 Pop Hits (was Adult Top 40) 821 '90s 822 '80s 823 '70s 824 Solid Gold Oldies 825 Party Favorites 826 Stage & Screen 827 Kidz Only! 828 Toddler Tunes 829 Today's Country 830 True Country 831 Classic Country 832 Contemporary Christian 833 Sounds of the Seasons 834 Soundscapes 835 Smooth Jazz 836 Jazz 837 Blues 838 Singers & Swing (Merge of Big Band & Swing and Singers & Standards) 839 Easy Listening 840 Classical Masterpieces 841 Light Classical 842 Musica Urbana 843 Pop Latino 844 Tropicales (was Salsa y Merengue) 845 Mexicana 846 Romances

\*Only available in Pahokee

**VIDEO ON DEMAND Channel 1** Video On Demand (VOD) is accessed via Channel 1. All VOD content (basic digital content, Pay Per View, premium subscription programs) is found in the VOD library. Specific program access depends on individual subscribership. Comcast reserves the right to modify programming content and access. VOD program access requires subscription to a digital service and a Comcast converter or cable card.

**Programming Notice:** Comcast reserves the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Comcast may at its discretion make additions, deletions or modifications to its channel lineup. Comcast shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2009

<b>PRODUCER</b> MARSH USA INC. TWO LOGAN SQUARE PHILADELPHIA, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360		<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
05194 -ALL-GAWU-09-10	COMC WPBE FL NO NO	<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b>		<b>NAIC #</b>	
COMCAST OF FLORIDA/GEORGIA, LLC 1100 NORTHPOINT PARKWAY WEST PALM BEACH, FL 33407		INSURER A: ACE American Insurance Company	22667
		INSURER B: ACE Property And Casualty Ins Co	20699
		INSURER C: Indemnity Ins Co Of North America	43575
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	XSL G24936855	12/01/2009	12/01/2010	EACH OCCURRENCE \$ 4,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,900,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08581447 (AOS)	12/01/2009	12/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	XOO G24874266	12/01/2009	12/01/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLR C4 5707064 (AOS) WLR C45707040 (CA) WLR C45707052 (MN) SCF C45707076 (WI)	12/01/2009 12/01/2009 12/01/2009 12/01/2009	12/01/2010 12/01/2010 12/01/2010 12/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A		<b>OTHER</b> EXCESS AUTO LIABILITY	XSA H08583365	12/01/2009	12/01/2010	LIMIT \$5,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 PALM BEACH COUNTY BOARD OF COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. \$100,000 PER OCCURRENCE SELF INSURED RETENTION APPLIES ONLY TO THE ABOVE GENERAL LIABILITY POLICY. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO THE CERTIFICATE HOLDER. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

<b>CERTIFICATE HOLDER</b>	CLE-002133637-04	<b>CANCELLATION</b>
PALM BEACH COUNTY BOARD OF COMMISSIONERS PARKS AND RECREATION DEPARTMENT ATTN: MIKE MARTZ 2700 6TH AVENUE SOUTH LAKE WORTH, FL 33461		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>Mary Radaszewski</i> Mary Radaszewski

ACORD 25 (2009/01)

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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.