

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 8, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** a Comcast Business Hospitality Service Order Agreement (Agreement) with Comcast Cable Communications Management LLC (Comcast), for the provision of digital TV channels at the Four Points building located at 50 S. Military Trail, West Palm Beach (Facility); and
- B) **delegate authority** to the County Administrator or designee to execute this Agreement and subsequent Agreements for other County facilities, subject to review and approval by the County Attorney’s Office, that do not substantially change the scope of work, terms or conditions of the Agreement.

Summary: This Agreement sets forth the terms and conditions under which Comcast will provide access to digital TV channels at the Facility. This Agreement is Comcast’s standard agreement for these services. The Agreement contains indemnification and liability provisions that differ from that adopted for use by the County under PPM CW-F-049. The Risk Management Department and County Attorney’s Office have reviewed the indemnification requirements of the agreement and advised staff accordingly. Given that liability is limited to the statutory caps of Section 768.28, Florida Statutes, and that the limitation of liability does not limit any obligation of Comcast to indemnify the County nor to any claims based upon personal injury, death or property damage, staff recommends Board of County Commissioners (BCC) approval. Since Comcast requires an agreement for each physical location, these negotiated terms between the County and Comcast will be used for agreements with Comcast at other County facilities. For operational efficiency, staff seeks authorization permitting the County Administrator or designee to execute this Agreement and subsequent similar agreements that do not substantially change the scope of work, terms or conditions of this Agreement with Comcast, upon County Attorney approval, for other County facilities. The funding for this Agreement comes from the General Fund. **(FDO Admin) Countywide/District 3 (MWJ)**

Background and Justification: The provision of cable or video services for public, educational, and governmental access channels for noncommercial programing at public facilities and government buildings is a statutory requirement. This Agreement will ensure the County remains compliant with this requirement.

- Attachments:**
- 1. Location Map
 - 2. Agreement

Recommended By: <u><i>M.B. Samu'el C. Ayala</i></u>	<u><i>6/11/25</i></u>
Department Director	Date
Approved By: <u><i>Del J. Blum</i></u>	<u><i>6/22/25</i></u>
County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	2,050	6,000	6,000	4,500	
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	2,050	6,000	6,000	4,500	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No
Is this item using Federal Funds: Yes No X
Is this item using State Funds: Yes No X

Budget Account No:

Fund 0001 Dept 760 Unit 7601 Object 3401

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

The funding source for this agreement is from the general fund.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jim Mullen 6/12/2025
OFMB
QA 6/12
EW 6-12-25

Brundis Zmach 6/16/25
Contract Development and Control

B. Legal Sufficiency:

6/17/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

Attachment 1



50 S. Military Trail, West Palm Beach, FL 33415

Account Name: Palm Beach County

ID#: 27683386

CUSTOMER INFORMATION (Service Location)			
Site Name		PBC 4 Points	
City		West Palm Beach	
Address 1		50 S Military Trl	
State		Florida	
Address 2			
ZIP Code		33415	
County		Palm Beach	
Primary Contact Name		Steve Fischer	
Business Phone		(561) 233-0806	
Email Address		sfischer@pbc.gov	
Mobile / Alternative Phone		(561) 355-4601	
Primary Fax Number			
Technical Contact Name		Steve Fischer	
Technical Contact On-site?		Yes	
Technical Contact Business Phone		(561) 233-0806	
Technical Contact Email		SFischer@pbcgov.org	
Property Manager Contact Name		Steve Fischer	
Property Mgr Phone		(561) 233-0806	

COMCAST BUSINESS HOSPITALITY SERVICES	
Selection (X)	
Hospitality Voice	
Hospitality Internet	
Hospitality Video	X
Business Class Private View TV	
Service Term (Months)	
36	
Total Number of Hotel Guest Rooms	
20	

COMCAST BUSINESS HOSPITALITY SERVICE DETAILS			
Hospitality Voice*			
VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Mobility Lines			\$0.00
Basic Lines			\$0.00
Toll Free Number			\$0.00
Voice - eMTA Equipment Fee			\$0.00
Voiceemail			\$0.00
VOICE OPTIONS	Selection (X)	Total Cost	
Directory Listing Suppression Fee (One-Time)		\$0.00	
Directory Listing Suppression Fee (Monthly)		\$0.00	
Auto-Attendant			
*Voice offers & options not available in all markets.			
Hospitality Video*			
VIDEO SELECTIONS (In Room Only)	#Rooms	Cost/Room	Total Cost
Programming Tier	Digital Standard	20	\$10.00
X-1 Tier			\$0.00
Premium Channel			\$0.00
Sports & Entertainment			\$0.00
Multi Latino**			\$0.00
VIDEO EQUIPMENT	#Devices / Select	Cost/Device	Total Cost
DTA		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
DSTB		\$0.00	\$0.00
gDTA - 72 Channels		\$0.00	\$0.00
gDTA - 36 Channels	1	\$300.00	\$300.00
		\$0.00	\$0.00
* In room only ** Not available in Northeast Division			

Hospitality Internet*		
INTERNET SELECTIONS	Selection (X)	Total Cost
Starter - 1 Modem		
Starter - 2 Modems		
Deluxe 50		
Deluxe 75		
Deluxe 100 Plus		
Deluxe 150		
Equipment Fee: D3 Gateway(s)		
INTERNET OPTIONS**	Selection (X)	Total Cost
Static IP - 1		
Static IP - 5		
Static IP - 13		
Webhosting - Starter		
Webhosting - Business		
Webhosting - Commerce		
Webhosting - Professional		
*Internet selections & options not available in all markets. ** If 5 or 13 static IPs are requested a static IP justification form is required. Microsoft Outlook Office Email and Webhosting options are for back office use only.		

Business Private View TV		
TV SELECTIONS	Selection (X)	Total Cost
Basic		
Select		
Variety		
Standard		
Preferred		
TV OPTIONS	Selection (X)	Total Cost
Sports & Entertainment Package**		
Music Choice		
Canales Selecto		
Other Equipment: gDTA - 72 Channels		
Other Equipment: gDTA - 36 Channels		
Other Programming:		
TV CONFIGURATION SUMMARY	Quantity	Total Cost
TV Box + Remote		
*Not available in room, home offices or public view establishments. Video selections & options not available in all markets. **Available as add-on to Digital Standard & Digital Preferred offers only. ***Requires a Digital Set Top Box. Not Available with Music Choice Standalone selection.		

COMCAST BUSINESS HOSPITALITY TOTAL SERVICE CHARGES			
Installation	Selection (X)	Unit Cost	Total Cost
Installation Fee			\$550.00
Voice Activation Fee*			\$0.00
Auto-Attendant Setup Fee			\$0.00
Voice Jack Fee			\$0.00
Toll Free Activation Fee			\$0.00
*per line activation fee, applies for any full featured or basic line			
Total Installation Charges:		\$550.00	
Total Custom Installation Charges:		\$0.00	
Total Monthly Service Charge		\$500.00	
Promotion Code (if applicable)			
Less Discount (if applicable)			
Total Recurring Monthly Bill:*		\$500.00	
*Applicable federal, state, and local taxes and fees may apply.			

General Instructions	
"In the event of a clear conflict between the Comcast Terms and Conditions and the State of Florida laws, the State of Florida laws shall take precedence (including but not limited to Florida Statutes, Section 218.70 and Florida Statutes, Section 768.28). Further, the limitation of liability set forth in the last sentence of Section 6.1 of the Business Services Customer Terms and Conditions shall not limit any obligation of Comcast to indemnify the Customer nor to any claims based on personal injury, death, or property damage."	

Account Name: Palm Beach County

ID#: 27683386

CUSTOMER BILLING INFORMATION			
Billing Account Name	Palm Beach County	City	West Palm Bch
Billing Name (3rd Party Accounts)		State	Florida
Address 1	301 N Olive Ave	ZIP Code	33401
Address 2		Billing Contact Email	SFischer@pbgov.org
Billing Contact Name	Steve Fischer	Billing Contact Bus. Phone	
Tax Exempt?	Yes	Billing Fax Number	
*If yes, please provide and attach tax exemption certificate.			

AGREEMENT

1. Agreement. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions-smb> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions-smb> (or any successor URL), both of which Comcast may update from time to time.

2. To Complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

3. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

4. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior 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.

5. CUSTOM INSTALLATION CHARGES: As set forth in Section 2.7 of the Comcast Business General Terms and Conditions, if Comcast has determined that Custom Installation is necessary for the Service Location described above, a dollar amount will appear in the Total Custom Installation Charges block.

6. IF CUSTOMER IS SUBSCRIBING TO COMCASTS VOICE SERVICE, CUSTOMER, BY SIGNING, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE 911 NOTICE:

911 Notice and Attestation for Voice Service

Your Comcast Business Voice Services set forth in this Service Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 1-800-391-3000 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

CUSTOMER SIGNATURE
By signing below, customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at: https://business.comcast.com/terms-conditions-smb
Signature:
Print:
Title:
Date:

FOR COMCAST USE ONLY
Sales Representative:
Sales Representative Code: Michael J. Mazza
Sales Manager/Director:
Sales Manager/Director Approval: Michael J. Mazza
Division: 1726402818AAHS
Opportunity ID: 27683386

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

County Attorney