# Agreement for Cable Television Services The Florida Senate

This Agreement for Cable Television Services is entered into by the Florida Senate (the "Senate") and Comcast effective the last date executed below.

## 1. Scope of Services

Comcast will provide cable television programming to the Senate in the following manner:

- A. The Senate has previously provided a master list of pre-wired outlets to Comcast, which list is attached hereto as Attachment 1. Comcast agrees to provide the Senate with basic business class cable programming in analog format to these outlets pursuant to the television channel line-up attached hereto as Attachment 2. Comcast will not charge an installation or service call fee for the initial activation or deactivation of the pre-wired outlets contained in Attachment 1.
- B. Channels 71-79 will remain pre-empted for use by the Florida Channel for internal legislative programming needs.
- C. The Senate may add or delete active outlets as its needs require. Additional active outlets will be billed in accordance with section 2.B., below. Service fees to add or delete active outlets will be billed in accordance with section 3.B., below.
- D. Comcast will provide the Senate with at least thirty (30) days notice of any change in services or programming, or sixty (60) days notice for the need to procure additional equipment necessary for the provision of services or programming contemplated by this Agreement.
- E. Comcast shall install, maintain and repair all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cable up to and including the taps, amplifiers, pedestals, lock boxes, equipment and appurtenant devices (collectively, the "Comcast Wiring"). The Comcast Wiring is and will remain the property of Comcast.
- F. Comcast shall install, maintain and repair all interior wall and ceiling wiring from the taps to the wall jacks in accordance with section 3, below. Cable wiring from the taps, cable home run wiring, connectors, splitters and wall plates will remain the property of the Senate.
- G. Upon reasonable notice to the Senate, Comcast may conduct periodic reviews to insure that all active outlets are accounted for.

# 2. Payment for Services

Comcast will bill the Senate for cable television services on a monthly basis according to the following schedule:

- A. Primary active outlet \$61.95 monthly per building.
- B. Each additional active outlet \$6.95 monthly.

The monthly per unit service fee may be increased by the Comcast upon thirty (30) days written notice.

#### 3. Service calls

- A. During regular business hours, Comcast will respond to Senate needs for service within one (1) business day of notification; however, Comcast will respond to Senate needs for service within four (4) hours of notification during interim committee weeks and regular or special session.
- B. Fees for service calls or for the activation or deactivation of cable outlets will be billed at the rate of \$31.90 per hour. Comcast may adjust this service fee rate on an annual basis upon thirty (30) days written notice.

# 4. Terms of Agreement

This Agreement shall commence on the effective date noted above and shall terminate on June 30, 2012. Thereafter, this Agreement will automatically renew on an annual basis unless either party provides the other with sixty (60) days' notice of its intent not to renew at the end of the current term.

# 5. Liability

The Senate shall not be deemed to assume any liability for the acts, omissions to act, or negligence of Comcast, its agents, servants, and employees.

# 6. Public Records

Unless specifically exempted by law, all records made or received by Comcast in conjunction with this Agreement may be public records available for inspection in accordance with the provisions of Article I, section 24, Florida Constitution, and section 11.0431, Florida Statutes. Comcast has the right to seek protection of confidential information within a reasonable time after a request for public records is made and before such records are produced. Refusal of Comcast to allow public access to such records shall constitute grounds for cancellation of this Agreement.

### 7. Termination of Services

The Senate shall have the option of terminating this Agreement at any time by giving Comcast sixty (60) days' written notice of the termination addressed to VP/General Manager, Comcast, 3760 Hartsfield Road, Tallahassee, FL 32309.

Comcast shall have the option of terminating this Agreement at any time by giving the Senate sixty (60) days' written notice of the termination addressed to Senate Administration, The Florida Senate, Suite 405, The Capitol, 404 South Monroe Street, Tallahassee, Florida 32399-1100.

In the event this Agreement is terminated, Comcast shall be reimbursed through the date of termination for services incurred by the Senate or for compensable work satisfactorily completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Senate for damages sustained by the Senate as a result of breach of this Agreement by the Contractor. In the event this Agreement is breached, the Contractor shall be reimbursed through the date of termination for compensable work satisfactorily completed.

#### 8. Notices and Communications

This Agreement is unique to the Senate and Comcast. All notices or other communications required or permitted under this Agreement shall be sent by US mail to the contacts listed in Section 7, above. Notice or communication made by Comcast to the Florida Department of Management Services in lieu of to the Senate will not satisfy the notification requirements of this Agreement and will not bind the Senate in any way.

Either party may change its designated contact by sending the other party written notice of the change in designation.

#### 9. Waivers

The parties shall not be deemed to have waived any of their rights or remedies unless such waiver is in writing and signed by the party. No delay or omission on the part of a party in exercising any rights or remedies shall operate as a waiver of such or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on future occasions.

## 10. Resolution of Disputes

Any dispute between the parties as to the application, meaning, or interpretation of any part of this Agreement shall be resolved in Leon County, Florida, by application of Florida Law.

# 11. Entire Agreement

This Agreement and the attachments hereto constitute the entire understandings of the parties. This Agreement cannot be changed or modified, except in writing, duly executed by both parties and attached hereto as an amendment.

**IN WITNESS WHEREOF** this Agreement has been executed by Comcast and on behalf of the Senate, by the President of the Florida Senate.

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Mike Haridopolos	
President	

Florida Senate Come

KC McWilliams
Vice President / General Manager
Comcast of Tallahassee, Inc.

Date	7/2	29/1	1	
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Date 7/15/1/

Approved for Legal Form and Sufficiency:

Leah Marino, Deputy General Counsel Florida Senate

Date 7/29/11