

Meeting Date: January 13, 2015

Agenda Item 17

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A resolution to execute an agreement for installation, operation, and maintenance of equipment and a business services agreement between the City of Pompano Beach and Comcast Cable Communications Management, LLC, relating to public Wi-Fi service at the public beach, in Pompano Beach. (Fiscal impact \$123.00 per month)

Summary of Purpose and Why:

These two agreements will allow Comcast to provide Internet service at the Pompano Beach Pier Concession stand. From this point the Pompano Beach Information Technologies Department will install the proper Wi-Fi equipment to allow free public wireless internet service at the public beach. The cost to the City will be \$123.00 per month. There will also be a total of \$200 for a one time installation fee.



7.1.3 Identify new technology options every five (5) years that may increase productivity

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Gene Zamoski, Information Technologies Director Ext. 4537
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: Budgeted expense in the Information Technologies Department
To support existing operations.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
City Attorney	<u>12/18/14</u>	<u>_____</u>	<u>[Signature]</u>
IT Department	<u>12/16/2014</u>	<u>Approved</u>	<u>[Signature]</u>
Finance	<u>12/19/2014</u>	<u>APPROVE</u>	<u>[Signature]</u>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR INSTALLATION, OPERATION AND MAINTENANCE OF EQUIPMENT AND A BUSINESS SERVICES AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC RELATING TO PUBLIC WI-FI SERVICE AT THE PUBLIC BEACH; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Agreements between the City of Pompano Beach and Comcast Cable Communications Management, LLC., copies of which Agreements are attached hereto and incorporated by reference as if set forth in full, are hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreements between the City of Pompano Beach and Comcast Cable Communications Management, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK



Comcast Cable Communications Management, LLC
789 International Parkway
Sunrise, FL 33323

Attention: Business Services Vice President
Date: January 5, 2015

RE: Access to Property
Property Address: 222 N Pompano Beach Blvd WB:8315058
Pompano Beach, FL 33062

Dear Comcast:

The city of Pompano Beach, (the "Owner"), being the owner of the premises described above (the "Property"), hereby consents to the installation, operation, and maintenance by Comcast Cable Communications Management, LLC, on behalf of its affiliates (together, "Comcast"), at Comcast's sole cost and expense, of Comcast's cable and other equipment into, over, under, across, and along the Property, to be used by Comcast to provide communications services to tenants and other occupants of the Property.

Comcast will contact the Owner, or Owner's representative, before work begins. This information will not be used for any other purpose.

Contact name & phone number: EugeneZamoski 954-786-4530
(Type)

Contact email address: eugene.zamoski@copbfl.com
(Type)

Comcast shall repair any damage to the Property caused by the installation, operation, or maintenance of Comcast's equipment on the Property.

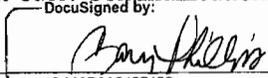
Owner's consent will continue for so long as Comcast provides communications services to tenants or other occupants of the Property.

Sincerely,

Owning Entity: City of Pompano Beach

By: _____
Name: _____
Title: _____

Accepted and Agreed to by:
Comcast Cable Communications Management, LLC

By: 
Name: Gary Phillips
Title: Vice President of Business Services
Date: 1/5/15

January 5, 2015

Pompano Beach Fishing Pier
222 N Pompano Beach Blvd, Pompano Beach, FL 33062

Comcast is looking forward to working with you to bring our services to your property. To help us better serve you, please provide a unit count including occupied, vacant, and all multi units occupied by one tenant. If you prefer to provide an address list in place of this letter, please feel free to do so.

Total unit count: 1 (this assists with network capacity and equipment)

Signature: _____

Name: _____

Title: _____

Please return this form with your signed agreement.
Thank you,

Andrew Lefcourt
Regional Market Development Manager

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER
MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Account Name: Pompano Beach Fishing Pier

ID#: 8315058

CUSTOMER INFORMATION (Service Location)

Address 1	<u>222 N POMPANO BEACH BLVD</u>	City	<u>POMPANO BEACH</u>
Address 2		State	<u>FL</u>
Primary Contact Name	<u>Eugene Zamoski</u>	ZIP Code	<u>33062</u>
Business Phone	<u>(954) 786-4530</u>	County	
Cell Phone		Email Address	<u>eugene.zamoski@copbfl.com</u>
Pager Number		Primary Fax Number	
Technical Contact Name		Tech Contact On-Site?	<u>No</u>
Technical Contact Business Phone		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

COMCAST BUSINESS SERVICES

	Selection (X)
Business Voice	
Business Internet	X
Business TV	

Service Term (Months)	12
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COMCAST BUSINESS SERVICES DETAILS

Business Voice*

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Feature Voice Lines	0		
Adtl. F.F. Voice Lines w/ pkg.			
4+ Lines			
Basic Lines	0		
Fax Lines			
Toll Free Numbers			
Equipment Fee			
VOICE OPTIONS	Selection(X)	Total Cost	
VoiceMail	0		
DL: Published			
DL: Non Listed			
DL: Non Published			
DL: Government School			
Auto-Attendant			

Comcast Business Packages

Package Name:	
PACKAGE DESCRIPTION	

Business Internet*

INTERNET SELECTIONS	Selection(X)	Total Cost
Starter		
Preferred		
Other Deluxe	X	\$109.95
Equipment Fee	X	\$12.95

Business TV*

TV SELECTIONS	Selection(X)	Total Cost
Basic		
Select		
Information & Entertainment		
Variety		
Standard		
Preferred		
Music Choice Standalone		

INTERNET SELECTIONS	Selection(X)	Non-Recurring Charge
Wireless Gateway Fee		

TV OPTIONS	Selection	Total Cost	
Sports Pack**			
Music Choice W/Comcast Business			
Canales Selecto			
Other Programming			
Other Programming			
Other Programming			
TV OUTLETS	Quantity	Unit Cost	Total Cost
Additional Outlets			
HD Outlet Charges			

*Business Internet speed tier selections not available in all markets. With the exception of Basic Connect, all Business Internet speed tiers from Comcast include two(2) Microsoft Outlook email boxes for no additional charge. The Basic Connect speed tier does not include such email boxes. Additional email boxes may be purchased separately. Comcast reserves the right to change this Microsoft Outlook email offering at any time, at its sole discretion, upon written notice to Customer.

INTERNET OPTIONS	Selection(X)	Total Cost
Microsoft Outlook Office Email	X	Included
Web Hosting - Starter	X	Included
Static IP		
Dynamic IPV6		
Wi-Fi		

mini mDTA/mDTA Type	# of Outlets	NRC	MRC

* internet selections & options not available in all markets.

* Not available in home offices or public view establishments. TV selections & options not available in all markets. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to Video and/or Public View Video.

** Available for Standard & Preferred TV offers only.

Account Name: Pompano Beach Fishing Pier

ID#: 8315058

COMCAST BUSINESS TOTAL SERVICE CHARGES

Comcast Business	Selection(X)	Quantity	Unit Cost	Total Cost		
Installation Fee	X		\$199.00	\$199.00	Total Monthly Service Charge	\$122.90
Voice Activation Fee*					Promotional Code (if applicable)	
Auto-Attendant Setup Fee					Discount On Internet(if applicable)	
Voice Jack Fee					Discount On Video(if applicable)	
Toll Free Activation Fee					Discount On Voice(if applicable)	
Directory Listing Suppression Fee						

* Per line activation fee, up to four (4) line maximum charge.

Total Discount \$0.00

Total Installation Charges:* \$199.00

Total Recurring Monthly Bill:* \$122.90

* Does not include Custom Installation Fees.

* Applicable federal, state, and local taxes and fees may apply.

GENERAL SPECIAL INSTRUCTIONS

CUSTOMER BILLING INFORMATION			
Billing Account Name	<u>Pompano Beach Fishing Pier</u>	City	<u>POMPANO BEACH</u>
Billing Name (3rd Party Accounts)		State	<u>FL</u>
Address 1	<u>100 W Atlantic Blvd</u>	ZIP Code	<u>33060</u>
Address 2		Billing Contact Email	<u>eugene.zamoski@copbfl.com</u>
Billing Contact Name	<u>Eugene Zamoski</u>	Billing Contact Phone	<u>(954) 706-4530</u>
Tax Exempt?*	<u>Yes</u>	Billing Fax Number	

* If yes, please provide and attach tax exemption certificate.

AGREEMENT

1. 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/index.aspx>). 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/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice calls, 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.
- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

4. 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.

5. 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.

6. 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.

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

FOR COMCAST USE ONLY
Sales Representative <u>Nina Sherman</u>
Sales Representative Code: <u>76020</u>
Sales Manager/Director Name: <u>Iman Shabsein</u>
Sales Manager/Director Approval: <u><i>Iman Shabsein</i></u>
Division: <u>Central</u>
Lead ID: <u>8315058</u>

BUSINESS CLASS: CUSTOM INSTALLATION & CONSTRUCTION ADDENDUM

CUSTOMER INFORMATION (Service Location)	
Address 1 <u>222 N POMPANO BEACH BLVD</u>	City <u>POMPANO BEACH</u>
Address 2 _____	State <u>FL</u>
Primary Contact Name <u>Eugene Zamoski</u>	ZIP Code <u>33062</u>
Business Phone <u>(954) 786-4530</u>	County _____
Cell Phone _____	Email Address <u>eugene.zamoski@copbfl.com</u>
Pager Number _____	Primary Fax Number _____

TECHNICAL CUSTOMER CONTACT INFORMATION (Service Location)	
Technical Contact Name _____	Tech Contact On-Site? <u>No</u>
Technical Contact Business _____	Technical Contact Email _____
Property Manager Contact Name _____	Property Mgr. Phone _____

CUSTOMER BILLING INFORMATION	
Billing Account Name <u>Pompano Beach Fishing Pier</u>	City <u>POMPANO BEACH</u>
Billing Name (3rd Party) _____	State <u>FL</u>
Address 1 <u>100 W Atlantic Blvd</u>	ZIP Code <u>33060</u>
Address 2 _____	Billing Contact <u>eugene.zamoski@copbfl.com</u>
Billing Contact Name <u>Eugene Zamoski</u>	Billing Contact <u>(954) 786-4530</u>
Tax Exempt? <u>Yes</u>	Billing Fax _____
<i>* If yes, please provide and attach tax exemption certificate.</i>	

CUSTOM INSTALLATION AND CONSTRUCTION ADDENDUM*	
<small>As set forth in Section 2.7 of the Comcast Business Class General Terms and Conditions, Comcast has determined that Custom Installation is necessary for the service location described above as follows:</small>	
Total Custom Installation Fees:	<u>\$2,880.74</u>
Less Fees Paid by Comcast:*	<u>\$2,880.74</u>
Fees Due Comcast:	<u>\$0.00</u>
<small>* Any Custom Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree to these Terms and Conditions.</small>	

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

FOR COMCAST USE ONLY
Sales Representative: <u>Nina Sherman</u>
Sales Representative Code: <u>76020</u>
Sales Manager/Director: <u>Eugene Zamoski</u>
Sales Manager/Director: <u>Shanece Shabazz</u>
Division: <u>Central</u>
Lead ID: <u>8315058</u>

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER
MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number