

LEON COUNTY
CONTRACT ROUTING SLIP

Logged Out _____

Original
Renewal

County Contract No. 2311

Division: COUNTY ATTORNEY'S OFFICE

Location: _____

Division Contact: SHANN LAWSON

Phone #: 487-1008

Contractor: COMCAST

Address 3760 HARTSFIELD ROAD

City, State, Zip TALLAHASSEE, FL 32303

Contract Period: From <u>11/13/2002</u> To <u>11/12/2012</u>	
Renewal Periods: Number _____ Term _____	
Contract Total \$ Amount: _____	
<u>Contract Type:</u>	<u>Procurement Method:</u>
<input type="checkbox"/> Construction <input type="checkbox"/> Professional Services <input checked="" type="checkbox"/> Other Services <input type="checkbox"/> Continuing Supply <input type="checkbox"/> Purchase <input type="checkbox"/> Grant <input type="checkbox"/> Interlocal Agreement	<input type="checkbox"/> Bid* <input type="checkbox"/> RFP* <input type="checkbox"/> Sole Source <input type="checkbox"/> Gov't Entity <input type="checkbox"/> Other (Explain Below)
<u>Forms Required:</u>	
<input type="checkbox"/> Public Entity Crimes Statement <input type="checkbox"/> Performance Bond <input type="checkbox"/> Materials & Payment Bond <input type="checkbox"/> Certification Regarding Debarment (Federal)	
<u>Insurance Certificates:</u>	<u>*BID/RFP# FRANCHISE AGREEMENT</u> Agenda Date _____
<input type="checkbox"/> General Liability <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Professional Liability <input type="checkbox"/> Automobile Coverage <input type="checkbox"/> Other: _____	Comments: <u>PLEASE RETURN COMPLETED FORMS</u> <u>TO COUNTY ATTORNEY'S OFFICE. THANKS</u>

Routing:

Required	Initials	Date	Return to:
_____	_____	_____	Originating Division _____
_____	_____	_____	Purchasing _____
_____	_____	_____	Risk Management _____
_____	_____	_____	County Attorney's Office _____
_____	_____	_____	County Administrator's Office Receipt _____
_____	_____	_____	Chairman, Board of County Commssioners _____
_____	<u>ML</u>	<u>11/13/02</u>	Clerk's Office (Finance) _____

FRANCHISE AGREEMENT
BETWEEN
LEON COUNTY, FLORIDA
AND
COMCAST CABLEVISION OF TALLAHASSEE, INC.

October 23, 2002

WHEREAS, the County issued an informal request for a renewal proposal and Franchisee submitted an application for renewal of its existing cable television franchise pursuant to such renewal proposal; and

WHEREAS, Franchisee will, operate and maintain a cable communications system as set forth herein; and

WHEREAS, the County, after due consideration, has determined that it is in the best interest of the County and its residents to grant a Franchise to Franchisee.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

I. DEFINITIONS

For the purpose of this agreement the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number. The word "shall" is mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Cable Communications System also referred to as "cable system" or "system," means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service, which includes video programming and which is provided to multiple Subscribers within a community; but such term does not include:

- A. A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
- B. A facility that serves Subscribers without using any public right of way;
- C. A facility of a common carrier which is subject, in whole or in part, to the provision of Title II of the Cable Act, except that such facility shall be considered Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers; or
- D. Any facilities of any electric utility used solely for operating its electric utility systems.

Cable Service means (A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and (B) Subscriber interaction, if any, which is

required for the selection (or use) of such video programming or other programming service.

Commercial Subscriber means a Subscriber who receives Cable Service in place of business where the Cable Service may be utilized in connection with a business, trade, or profession.

County Buildings means all structures owned, occupied, and maintained by Leon County, and which are used in furtherance of County business.

Drop means a connection from feeder cable to a demarcation point twelve inches outside the Subscriber's home. A standard drop shall be a drop whose length is not more than one hundred twenty-five(125) feet.

Educational Channel or Educational Access Channel means any channel designated for noncommercial educational use.

Franchise Area means the entire unincorporated area of the County, as the same may exist from time to time, or portions thereof, for which a franchise is granted.

Government Channel or Government Access Channel means any channel specifically designated or dedicated for non-commercial government use.

Installation means the connection of the System from feeder cable to Subscribers' terminal(s).

Public Access Channel, Community Access Channel or Community Channel means any channel designated or dedicated for local, noncommercial use by the general public or noncommercial organizations.

Public Property shall mean any real property owned by the County or any other government entity other than the public rights of way.

Public Rights-of-Way means the surface, the air space in, on, under, through or above the surface, of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, utility easements or other public rights-of-way or hereafter held by the County that shall entitle the County and the Franchisee to the use thereof for the purpose of installing and maintaining the Franchisee's Cable Communications System.

Residential Subscriber means a Subscriber who receives Cable Service in an individual dwelling unit where the Cable Service is not to be utilized in connection with a business, trade or profession.

School means any accredited public or non-public K-12 (as defined in Section 205.022(6)(b), Florida Statutes, and which receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965) school and charter schools. For purposes of this Franchise Agreement, "non-public school" expressly excludes any "home school."

Service Call means any work requiring the visit of a cable television representative to the point of service or any appointment requiring the presence of the Subscriber, including but not limited to, installations, repairs and the installation of additional outlets.

Service Outage means a loss of picture or sound on all basic Subscriber channels or on all channels provided on any other service tier or on one or more premium channels which is not caused by the Subscriber's television receiver or the Subscriber.

Service Request means a request from the Subscriber for a technical service, such as installation, adjustment for poor picture quality or converter repair.

Simplified Tax Law means the Communications Services Tax Simplification Law, Chapter 202 of the Florida Statutes, as amended.

Subscriber means any person, firm, corporation or other entity who or which subscribes to, for any purpose, Cable Service provided by the Franchisee by means of or in connection with a Cable Communications System and who pays the charges therefor.

II. GRANT OF FRANCHISE

- A. **Purpose.** The purpose of this Franchise Agreement is to award a Franchise to Franchisee to operate a Cable Communications System solely to provide Cable Services to residents of the County. Franchisee shall use its best efforts to provide a Cable Communications System and offer Cable Services that meet industry standards and shall provide countywide Cable Services to the residents and institutions of the County in accordance with this Franchise Agreement.
- B. **Enactment.** Franchisee is hereby granted a nonexclusive Franchise to operate a Cable Communications System, solely to provide Cable Services within the County in accordance with the provisions of this Franchise Agreement, all ordinances of the County of general applicability, including the provisions of County Ordinance No. 88-47, cited as the Leon County Cable Service Enabling Ordinance, as it exists on the effective date of this Franchise Agreement, and all applicable rules and regulations of the Federal Communications Commission, and State law and regulation. Nothing in this Franchise Agreement shall be deemed to waive the requirements of the various codes and ordinances of the County regarding permits or manner of

construction. Nothing in this Franchise Agreement shall be construed as a grant of the County or prohibition upon the Franchisee to offer any service over its Cable System that is not prohibited by federal, state, or local law.

- C. **Effective Date.** This Franchise Agreement shall become effective upon execution by the Parties hereto. Immediately upon the effective date of this Franchise Agreement, the prior Franchise granted to Franchisee shall be superseded and of no further force and effect except for issues relating to the County's rights to taxes, fees other than franchise fees, bonds, or insurance.
- D. **Public Rights-of-Way.** For the purpose of operating and maintaining a Cable Communications System in the County, Franchisee may erect, in, over, under, or upon, across, and along the Public Rights-of-Way of the County such wires, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other equipment as are necessary and appurtenant to the operation of the Cable Communications System in the County and in accordance with this Franchise Agreement.
- E. **Administration of the Franchise.** The County Administrator or his/her designee will be responsible for the continuing administration of the rights and interests of the County in the Franchise Agreement.

III. RIGHT OF COUNTY TO ISSUE FRANCHISE

Franchisee acknowledges and accepts the legal right of the County to issue this Franchise and enter into this Franchise Agreement.

- IV. TERM = 10/23/2012 Based on date of franchise agreement cover sheet.

The term of this Franchise and Franchise Agreement shall be for a period of ten (10) years from the effective date, unless sooner terminated as provided herein, at which time it shall expire.

V. FRANCHISE NONEXCLUSIVE

- A. This Franchise Agreement shall not be construed as any limitation upon the right of the County to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the County's rights-of-way. The County specifically reserves the right to grant at any time during the term of this Franchise Agreement or extension thereof, if any, such additional Franchises for a Cable Communications System, OVS system, or other provider of Cable Services, as it deems appropriate.

VI. SERVICE AREA

- A. **Service Area.** The service area of Franchisee shall be the entire unincorporated area of the County, subject to the density standard in this Subsection C below.
- B. **Service to Residents.** Franchisee shall continue to make Cable Service available to all Subscribers of the County that received Cable Service on the effective date of this Franchise Agreement.
- C. In areas not covered by Subsection B above, the Franchisee shall extend Cable Service to all dwelling units within the service area of the County in which the density of dwelling units is at least twenty-five (25) dwelling units per cable mile from the closest usable point of connection on the Cable System. In other areas with less than twenty-five (25) dwelling units per mile, Franchisee may, at its discretion, determine to extend its plant in these areas.

For the purposes of this Section each dwelling unit in a Multiple Dwelling Unit (MDU) will be counted as one dwelling unit provided that Franchisee is able to obtain a Right of Entry Agreement to such MDU. Each commercial business that is typically a potential Subscriber (e.g., sports bar) shall be counted as one dwelling unit.

- D. **Commercial Service.** Franchisee shall, upon request, make service available to all commercial/industrial establishments that are located within one hundred twenty-five feet (125') of the existing system at Franchisee's cost as defined under FCC regulations. For commercial/industrial establishments served underground or for aerial extensions beyond one hundred twenty-five feet (125'), Franchisee shall, upon request, make Cable Service available at Franchisee's actual cost.
- E. **Subscriber Drops.** Franchisee agrees to provide Subscribers with standard Drop of one hundred twenty-five feet (125'). Drops in excess of one hundred twenty-five feet (125') may be charged to the Subscriber at the discretion of Franchisee, for that portion of the drop in excess of one hundred twenty-five feet (125'). Upon request, Cable Service shall be made available to new residents within seven (7) days after occupancy. Franchisee shall use its best efforts to construct cable plant in new developments that meet the density requirements of this section, at the same time as other utilities are installed.

VII. SYSTEM AND CAPACITY

- A. System. Throughout the term, the Franchisee shall maintain the Cable System with a minimum bandwidth of 750 MHz, utilizing a fiber to the node design. The System shall be capable of providing a minimum of two hundred (200) programming choices. The Franchisee's Cable System shall only be placed in public right-of-way or on private or Public Property where a duly authorized easement and permit has been obtained prior to construction on the property.

- B. Construction Oversight. During an upgrade or rebuild, Franchisee shall inspect one hundred percent (100%) of all fiber and coaxial cable to insure that it meets the specifications of this Franchise Agreement, and those of the Federal Communications Commission. During any upgrade or rebuild, Franchisee shall designate an employee to act as a company representative to respond to service complaints on a daily basis, and Franchisee shall provide the County with the person's name and telephone number. Franchisee shall use its best efforts to minimize traffic disruption during any construction, upgrade or rebuild and coordinate scheduling with the County.

- C. Compliance with Applicable Law. In constructing, operating and maintaining the Cable System, Franchisee shall at all times comply with this Franchise Agreement, the rules and regulations of the FCC and all applicable laws and regulations.

- D. Drop Audit. All Franchisee's Drops shall meet National Electric Code and the National Electric Safety Code at the time of installation. Drops not meeting such standards shall be replaced when found to be substandard. Franchisee shall check Subscriber Drops for compliance with this Section during repair calls. Upon request, Franchisee shall check to ensure that a Subscriber's tap meets the appropriate signal strength level.

- E. Equipment Quality. Equipment used for the distribution system, headend and reception facilities shall be of good and durable quality and be serviced and repaired on a regular basis and shall at all times be of equal or better quality than the equipment in place upon the effective date of this Franchise. In cases of equipment replacement not covered above, equipment shall be of equal or better quality than the equipment being replaced.

- F. **Emergency Alert.** Franchisee shall comply with the requirements of the Federal Emergency Alert System as specified by the FCC (47 C.F.R. Part 11.1, et seq.).

- G. **Parental Control Devices.** Franchisee shall provide to Subscribers, upon request, parental control devices that allow any channel or channels to be blocked out. Such devices shall block both the video and the audio portion of such channels to the extent that both are unintelligible, at a cost not to exceed the FCC regulated rate.

- H. **Performance Testing.** Franchisee shall perform all System tests and maintenance procedures as required by and in accordance with FCC guidelines. Upon request by the County in advance of any test(s), Franchisee shall notify the County, at least three (3) working days prior to the date of the test(s), of the time and place of the test(s) so that the County may arrange for the presence of a representative of the County at the test(s) sites. Upon the request of the County, Franchisee shall provide the results of all such tests to the County no later than fourteen (14) days of the request.

- I. **Customer Service Standards.** Franchisee shall comply with the Customer Service and Consumer Protection Rules, Regulations and Guidelines, as outlined by the Federal Communications Commission, in accordance with Franchisee's customer service standards and complaint resolution process, as outlined in Section 10 of the Informal Response to Leon County's Request for Franchise Renewal Proposal, dated May 1, 2002. Franchisee agrees to provide, at a minimum, the same level of quality service to Subscribers existing as of the effective date of this Franchise Agreement and continue this level of quality service as new programs and services are offered to Subscribers during the term of this Franchise Agreement.

- J. **Technical Standards.** The Cable Communications System hereunder shall be installed and operated in conformance with this Franchise Agreement, Comcast's construction and safety manual and FCC rules and regulations. Any FCC technical standards or guidelines related to the Cable Communications System and facilities shall be deemed to be regulations under this Franchise Agreement. At any such time as the FCC does not regulate technical standards, the prior FCC standards shall be followed.

- K. **Employee Identification.** Franchisee shall provide a standard photographic identification document to all employees, including

employees of contractors, who shall be in contact with the public. Such documents shall include a telephone number that can be used to verify identification. In addition, Franchisee shall use its best efforts to identify all field personnel and vehicles that are operating under the authority of Franchisee.

L. Outage Reports. Upon request, Franchisee shall provide reports to the County of Service Outages, which occur continuously for a period of 4 or more hours, persistent maintenance problems, and customer complaint resolution, subject to the privacy restrictions of Section 631 of the Cable Act.

M. Mid-Term Review.

1. The Franchisee shall offer Residential Subscribers in the County the same equipment and services that are made available to residential subscribers in the City of Tallahassee. The Franchisee shall comply with all applicable FCC regulations regarding Cable Service rates.

2. Evaluation and Review. On the fifth anniversary of the effective date of this Franchise Agreement, the County may request, upon thirty (30) days prior written notice to the Franchisee, that Franchisee and the County agree to evaluate and review the Franchisee's Cable Services offered to Subscribers herein, with Cable Services offered in other comparable communities in the State of Florida served by the Franchisee or the Franchisee's parent company; provided, however, such review and evaluation shall not include products and services being offered on a limited or test basis. Products and services subject to evaluation and review include, but are not limited to, channel capacity, system performance, PEG access, Subscriber complaints, compliance with this Franchise, and applicable state and federal law, and cable-related technical, legal, regulatory, and judicial development. As a result of this evaluation and review, the County and Franchisee may discuss modifying this Franchise Agreement.

*Subject to review
10/23/04 with
prior written notice
Franchise Agreement may
be modified after review*

N. Standby power. Franchisee shall provide standby power generating capacity at the headend capable of providing twenty-four (24) hour standby powering of the headend of the Cable Communications System. The standby powering equipment shall provide for automatic cut-in upon failure of the commercial power and automatic reversion

to the AC power upon resumption of commercial power service. The equipment also shall be so designed to prevent the standby power source from powering a dead utility line. Franchisee shall maintain standby power for at least two and one-half hours duration at all optical node locations.

- O. Status monitoring. Franchisee shall maintain its status monitoring system to all optical transmission nodes that exist as of the effective date of the Franchise Agreement.

VIII. CONSTRUCTION

- A. Construction Methods. Franchisee shall construct the System in accordance with Franchisee's then current Construction and Safety Manual. The Franchisee shall follow the permitting process as specified by the County. Within six (6) months of the effective date of the Franchise Agreement, Franchisee shall provide the County with a strand map of the Cable System that shows the location of Franchisee's plant that is located in Public Rights-of-Way. Annually, the Franchisee shall deliver to the County a current copy of Franchisee's Construction & Safety Manual.
- B. Underground Construction. Franchisee shall participate in and use the local utility identification service, and ensure that cable is buried at a depth of not less than eighteen (18) inches unless there is rock under the surface or a Subscriber has requested that a temporary plant be hand buried. In such cases, the Franchisee shall use its best efforts to bury the cable at a depth of eighteen (18) inches, but, at a minimum, shall bury the cable at a depth of eight (8) inches. Temporary plant shall be buried within fifteen (15) days of installation, under normal operating conditions.
- C. Consumer Equipment Compatibility. Franchisee shall comply with FCC consumer equipment compatibility rules and guidelines and shall use its best efforts to provide Subscriber friendly technology. Franchisee shall not scramble or otherwise encrypt signal carried on the basic service tier.
- D. Quality of Construction. Construction, installation, operation and maintenance of the Cable Communications System shall be performed in an orderly and workmanlike manner consistent with the National Electric Code, the National Electric and Safety Code, OSHA, the Cable Ordinance 88-47, as it exists as of the effective date of this

Agreement, and all applicable State and County ordinances and regulations.

- E. Right of Inspection of Construction. The County shall have the right to inspect all construction or installation work performed subject to the provisions of this Franchise Agreement and to make such tests, upon reasonable notice, as it shall find reasonable and necessary to ensure compliance with the terms of this Franchise Agreement and other pertinent provisions of law.
- F. Underground Drops. Underground Drops shall be buried as soon as possible, but in any event, no later than ten (10) days after the Drop has been installed.

IX. SYSTEM SERVICES

- A. Residential Subscriber Services. Franchisee shall provide, throughout the term hereof, the same mix and quality of programming as provided on the effective date of this Franchise Agreement.
- B. Surveys. If Franchisee shall conduct any ascertainment study in preparation for renewal of the Franchise pursuant to Section 626 of the Cable Act, Franchisee shall provide the results of such ascertainment study to the County within thirty (30) days of tabulation of such study. Franchisee agrees to conduct an annual survey of customers, to determine the type of services and programming desired, and provide a copy of the tabulation of such study within thirty (30) days to the County.
- C. Free Drops and Service. The Franchisee shall offer, free of charge, service connections of one outlet to all Schools, libraries, County buildings, police, fire, rescue stations, and community centers, passed by its Cable System, and located within one hundred twenty-five feet of Franchisee's plant, which meet the density requirements identified in Section VI.C. Such connections shall be installed as promptly as possible and shall, at all times during this Agreement, be maintained free of charge to all such buildings. If any internal wiring installation is requested to serve additional outlets in such buildings, it will be provided at cost of materials and labor. Basic Service Tier and Cable Programming Service Tier service or equivalent will be provided to each outlet in such buildings, free of any monthly charge. Franchisee shall provide any converters free of charge that are necessary to receive such services.

- D. Internal Wiring. Franchisee shall connect its service to Subscribers who have installed internal wiring not owned or installed by Franchisee, providing such wiring meets FCC leakage standards. Franchisee shall make technical specifications for such installation available upon request of Subscribers.
- E. Closed-Captioned Programming. All closed-captioned programming shall be retransmitted by the Cable System.

X. ACCESS CHANNELS, EQUIPMENT, FACILITIES, AND SERVICES

- A. Access Channels. In order to develop and promote public, educational and governmental access programming for the System's access channels, the Franchisee agrees to continue to provide the one (1) Educational Access Channel which is currently used by the Leon County School System.
- B. Such Access Channels shall be viewable by all County residents served by the Franchisee in the Service Area. The Access Channels shall be placed on the basic tier of service and available to all Subscribers. The Franchisee shall use commercially reasonable efforts to maintain the cable channel positions of the Access Channels throughout the term of this Franchise Agreement. The Educational Access Channel shall be made available at no charge to users of the channels.
- C. Uses of Access Channels. The Educational Access Channel shall be made available to public and private educational institutions under the rules and regulations specified by the County. The cablecast of information identifying program sponsorships or soliciting funding for operations is permitted.
- D. Interconnection. Within sixty (60) days after receipt by the Franchisee of written notice of the County, the Franchisee shall provide the County with the two most cost effective design options for Access Channel interconnection to the Time Warner cable system serving the County. Franchisee agrees to interconnect with the consent of Time Warner. The County or other entity shall fund the incremental costs of the interconnect.
- E. Public Access. In the event that the City of Tallahassee ("the City") activates the one (1) Public Access Channel which has been provided

by the Franchisee pursuant to Franchisee's franchise agreement with the City, the County and Franchisee agree to negotiate in good faith, with the City, the use and administration of the Public Access Channel on such terms and conditions as shall be mutually agreed to by the City, the County, and the Franchisee. The Public Access Channel shall be available to organizations and members of the general public on a time, place and manner basis, provided that all programming is produced by a resident of the City or County and provided that programming adheres to the rules and regulations adopted by the City and County. Such rules and regulations governing the use of the Public Access Channel shall require that any public access user shall hold Franchisee, its parent, subsidiaries and affiliates, and their respective officers, directors, partners, agents, employees, and the County, its officials, officers, employees, and agents, harmless, and indemnify them, from any and all liabilities, losses, damages, suits, actions, claims, judgments, costs and expenses (including legal fees and costs) whatsoever arising from or related to the use of the Public Access Channel or violation of the protected rights of any third party, including, without limitation, any liabilities, losses, damages, suits, actions, claims, judgments, costs or expenses based upon libel, slander, invasions of privacy, false or misleading advertising, or violation or infringement of copyrights, trademarks, trade names, service marks, patents or other property rights or other rights whatsoever.

- F. Government Access Facilities and Equipment. The Franchisee shall provide a total of one hundred twenty thousand dollars (\$120,000.00) for the construction and purchase of government access facilities and equipment by the County. Within thirty (30) days of the effective date of this Franchise Agreement, such payment shall be made by the Franchisee to the County. Franchisee shall continue to provide the personnel necessary to cablecast the regular meetings and the workshops of the Board of County Commissioners on a basic service tier channel designated by the Franchisee. When such channel is not being used to cablecast County meetings, the Franchisee retains all rights to program said channel in the Franchisee's sole discretion. Because the equipment and facilities to be installed pursuant to this section will reduce the number of personnel necessary for Franchisee to cablecast County meetings, the Franchisee shall realize certain cost savings. The Franchisee agrees to offset the external cost pass through of government access facility funding required by this Franchise Agreement pursuant to 47 C.F.R. §76.922(f), by Franchisees cost savings, and the pass through to Subscribers will be zero.

- G. **Origination Lines.** The Franchisee shall provide and maintain all origination lines in place on the effective date of this Franchise Agreement, at its own cost. At the County's expense, Franchisee shall construct new origination lines within six (6) months of a written request by the County. Franchisee shall assure that the origination sites meet the same technical standards as the remainder of the System. Franchisee shall respond to signal quality problems at the origination points as promptly as possible, but in no event later than four hours after such request for service, during normal business hours. Signal quality problems shall be alleviated as soon as possible.
- H. **Access Channel Operators.** The Franchisee shall cooperate with designated public and educational access channel programming providers in the use of the access facilities and Access Channels for the provision of non-commercial public and educational programming. The County may enter into such operating agreements with designated public and educational access programming providers as may be necessary to facilitate and coordinate the provision of public and educational programming access, provided that all such operating agreements shall be consistent with the terms of this Franchise Agreement. In accordance with Florida law, and subject to the requirements and provisions of Section 768.28, Florida Statutes, the County and its designated public and educational access providers agree to hold Franchisee, its parent, subsidiaries and affiliates, and their respective officers, directors, partners, agents and employees harmless, and indemnify them, from any and all liabilities, losses, damages, suits, actions, claims, judgments, costs and expenses (including legal fees and costs) whatsoever arising from or related to the use of the educational access channel, including, without limitation, any liabilities, losses, damages, suits, actions, claims, judgments, costs or expenses based upon libel, slander, invasions of privacy, false or misleading advertising, or violation or infringement of copyrights, trademarks, trade names, service marks, patents or other property rights or other rights whatsoever, provided Franchisee notifies the County in writing within 10 business days of receipt of a claim or action.
- I. **Off Site Productions.** Upon the request of the County, the Franchisee shall provide the mobile equipment and staff necessary to support mobile and off-site productions that take place outside of the Leon County Courthouse, but in no case to exceed five (5) times annually. Thereafter, upon advanced written request, and subject to reasonable

availability requirements, the County may utilize mobile equipment at a cost of sixty-five dollars (\$65) per hour (4 hour minimum) and/or Comcast Cable Studio facilities at a cost of thirty-five dollars (\$35) per hour. Editing may be provided at a cost of twenty-five dollars (\$25) per hour.

XI. NON-DISCRIMINATION

Franchisee agrees that it shall not discriminate in providing service to the public or against any employee or applicant for employment because of race, color, creed, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Franchisee shall fully comply with applicable local, state and federal law.

XII. RATES

The County shall have the ability to regulate rates in accordance with Federal law.

XIII. FEES

Nothing in this Franchise Agreement shall be construed to limit the authority of the State or the County to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain all applicable federal, state, and local licenses, permits and authorizations required for the construction, installation, maintenance or operation of its Cable System.

XIV. FRANCHISE RENEWAL

Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

XV. POLICE POWERS

In accepting this Franchise Agreement, Franchisee acknowledges that its rights hereunder are subject to the police powers of the County to adopt and enforce ordinances of general applicability that are necessary to the safety and welfare of the public, and it agrees to comply with all applicable laws and ordinances enacted by the County pursuant to such power.

XVI. PAYMENTS AND PERFORMANCE BOND

- A. Simplified Tax Law. The Franchisee is required to comply with the Simplified Tax Law as it may be amended.

- B. If the State Simplified Tax Law sunsets or is found by a court of competent jurisdiction to be invalid, the Franchisee shall, subject to applicable law, pay to the County a Franchise Fee of five percent of gross annual revenues. Annually, the Franchisee shall provide the County with a financial statement of gross annual revenue, certified by Franchisee, and prepared in accord with generally accepted accounting principle. Such statement shall reflect total amounts of gross revenue by revenue source, all other charges, and any computation of the fee payable for each annual period.

- C. The payment of taxes or Franchise Fees, payable pursuant to subsections A and B above, whichever is allowed by State law, shall be in addition to any and all fees or assessments of general applicability which are now or may be required hereafter to be paid by any federal law, State law, or County ordinance.

Except as otherwise provided by law, no acceptance of any payment by the County shall be construed as a release or as an accord and satisfaction of any claim the County may have for further or additional sums due under State law or regulation or this Agreement or for the performance of any other obligation of the Franchisee. The payments to the State are due as specified in the Simplified Tax Law. If a Franchise Fee is being assessed pursuant to subsection B, as provided for above, such Franchise Fee shall be payable monthly to the County.

- D. In the event that Franchisee is required to pay Franchise Fees, pursuant to subsection B above, the County shall have the right to inspect the Franchisee's gross revenue records and the right to audit and to recompute any amounts determined to be payable under this Section, for a period of not greater than three (3) years. Audits shall be at the expense of the County unless the audit discloses an underpayment which equals or exceeds five (5) percent of the payments made, in which case the costs of the audit shall be borne by the Franchisee. Any additional amount due to the County as a result of the audit shall be paid within thirty (30) days following written notice to the Franchisee by the County which notice shall include a copy of the audit report unless written notice of disagreement is filed with the County within that time.

- E. Bonds. Franchisee shall furnish a performance bond in an amount of One Hundred Thousand Dollars (\$100,000) to the County, within thirty (30) days of the effective date of this Franchise Agreement. The performance bonds shall be replenished within ten (10) days of use by the County. The performance bond shall be maintained during the life of the Franchise, to guarantee the faithful performance of all its obligations under this Franchise Agreement.

XVII. LIABILITY AND INSURANCE

Franchisee shall procure and maintain for the duration of the Franchise Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work required hereunder by the Franchisee, its agents, representatives, employees or contractors. The cost of such insurance shall be borne by the Franchisee.

- A. **Minimum Limits of Insurance.** Franchisee shall maintain limits no less than:
 - 1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - 3. **Workers' Compensation and Employers Liability:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.
- B. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. **General Liability and Automobile Liability Coverages** (County is to be named as Additional Insured).

- a. The County, its officers, officials, and employees are to be covered as additional insureds against liability arising out of activities performed by or on behalf of the Franchisee. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, or employees.
 - b. The Franchisee's insurance coverage shall be primary insurance as it affects the County, its officers, officials, and employees. Any insurance or self-insurance maintained by the County, its officers, officials, or employees shall be in excess of the Franchisee's insurance and shall not contribute to it.
 - c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, or employees.
 - d. The Franchisee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-.
- D. Verification of Coverage. Franchisee shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance shall be filed with the County, within thirty (30) days of execution of the Agreement. The policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice having been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the*

issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

- E. **Contractors.** Franchisee shall require all contractors to maintain insurance in amounts satisfactory to Franchisee, naming Franchisee as an additional insured. Franchisee's contractors shall be required to obtain: workers compensation insurance, in compliance with the laws of the State of Florida, and employer's liability insurance covering all of its employees, with a liability limit to comply with state statutory requirements; comprehensive general liability insurance; and motor vehicle insurance coverage (if applicable).

XVIII. INDEMNIFICATION

The Franchisee shall indemnify, defend and hold harmless the County, its officers, employees, and agents from and against any liability or claims whatsoever, including those resulting from property damage or bodily injury (including accidental death), which arise out of the Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the County shall give the Franchisee written notice of its obligation to indemnify the County within ten (10) business days of receipt of a claim or action. The Franchisee acknowledges that the Franchisee has received sufficient consideration for the Franchisee's indemnification of the County.

XIX. REPORTS

- A. **Board of County Commission Meetings.** Upon request, a representative of the Franchisee shall attend meetings of the Board of County Commissioners. The County shall notify the Franchisee of any such meeting at least one week prior to the meeting date.
- B. **Reports to the County.** Franchisee shall timely file with the County Administrator all reports required herein, including:
1. **Channel Cards.** Franchisee agrees to include the name of the County and generically named access channels on the Franchisee's channel cards that are provided to all Subscribers initially, at the time of a channel line up change, and upon request.
 2. **Standards.** Upon request, Franchisee shall provide to the County quarterly management data, including data from any service centers used by the Franchisee related to compliance with the customer service standards of

this Franchise Agreement, and the FCC's Customer Service Standards. At such time as Franchisee does not meet the FCC and/or the Franchise Agreement requirements for repair for one (1) quarter, Franchisee shall take corrective action to ensure that such standards are met during the next quarter. At such time as the FCC no longer promulgates consumer service obligations, the FCC standard in effect on the effective date of this Franchise Agreement will remain in force.

3. Franchisee Contacts. Within thirty (30) days of the effective date of this Franchise Agreement, Franchisee shall provide the County with the Franchisee's E-mail address and contact persons and telephone numbers for Franchisee employees that the County should notify regarding customer compliance, general performance and the emergency alert system. Franchisee shall keep the County informed of any changes in the contact persons and telephone numbers.

XX. REMEDIES

- A. The County shall have available all remedies set forth in this Franchise Agreement and as otherwise provided by applicable law.
- B. Schedule of Liquidated Damages. Because Franchisee's failure to comply with certain material provisions of this Agreement shall result in injury to the County or to Subscribers, and because it shall be difficult to estimate the extent of such injury, the County and Franchisee hereby agree that the liquidated damages stated below represent both parties' best estimate of the damages resulting from the specified injury.
- C. Violations. For the violation of any of the following, the County shall notify Franchisee in writing of the violation. The County shall provide Franchisee with a detailed written notice of any alleged Franchise violation upon which it proposes to take action, and there shall be a forty-five (45) day period within which Franchisee may demonstrate that a violation does not exist or cure an alleged violation or, if the violation cannot be corrected in forty-five (45) days, submit a plan satisfactory to the County to correct the violation. If an alleged violation exists, and no cure or action plan acceptable to the County has been received by the County within forty-five (45) days, such liquidated damages shall be chargeable to the performance bond, if not tendered by Franchisee within thirty (30) days. The imposition of liquidated damages shall not preclude the County from exercising other enforcement provisions including but not limited to revocation or other statutory or judicially imposed penalties. Liquidated damages may be imposed as follows:

1. For failure to extend service in accordance with the Franchise Agreement: \$100/day for each day the violation continues;
 2. For failure to comply with requirements for public, educational and government access: \$100/day for each day the violation continues;
 3. For failure to submit reports, maintain records, provide documents or information as required by this Franchise Agreement: \$100/day for each day the violation continues;
 4. For violation of other material provisions of this Franchise Agreement: \$100/day for each day the violation continues.
- D. County Rights. The County retains the right, at its sole option, to reduce or waive any of the above-listed liquidated damages where extenuating circumstances or conditions beyond the control of the Franchisee are deemed to exist. The County Administrator and/or her designee shall determine the County's willingness to reduce or waive any of the above listed damages.

XXI. TRANSFER OF OWNERSHIP OR CONTROL

- A. The Franchise granted hereunder, shall not be transferred without the prior written consent of the County, such consent not to be unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity owned and/or controlled by a parent corporation.
- B. The Franchisee shall promptly notify the County of any actual or proposed change in, or Transfer of, or acquisition by any other party of, control of the Franchisee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a Transfer of control has occurred shall arise upon the disposal by the Franchisee, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of fifty (50) per cent or more of the ownership or controlling interest in the system.
- C. Control of the Franchisee or its parent company, in whatever manner exercised, shall not be changed without the prior written consent of the County, such consent not to be unreasonably withheld.

- D. The Franchisee shall not Transfer fifty percent (50%) or greater ownership interest in the Franchisee at one time to a person or group of persons acting in concert without the prior written consent of County.

For the purpose of determining whether it shall consent to such change, Transfer, or acquisition of control, the County may inquire into the legal, financial, and technical qualifications of the prospective Transferee or controlling party, and the Franchisee shall provide the County with all required information. The County may also consider any factors permitted by Federal or State law or regulation. The County shall have one hundred twenty (120) days from the date of submission of a complete and accurate FCC Form 394, and such additional relevant information as requested by the County within thirty (30) days of receipt, to determine qualifications of Transferee to operate the Cable Communications System and to act upon any such request for consent. If the County fails to act upon such request for consent within one hundred twenty (120) days, such request shall be deemed consented to unless the County and Franchisee otherwise agree to an extension of time.

- E. The consent or approval of the County to any Transfer of the Franchisee shall not constitute a waiver or release of the rights of the County in and to the Public Property or Public Rights-of-Way; and any Transfer shall, by its terms, be expressly subject to the terms and conditions of this Section and the Franchise Agreement.
- F. Any foreclosure, bankruptcy or judicial sale of all, or any part of, the Cable Communications System or Franchisee shall be considered default, under this Agreement.
- G. Any approval by the County of transfer of ownership or control shall be contingent upon the prospective controlling party's becoming a signatory to the Franchise Agreement.
- H. The Franchisee shall not lease or sublease its Franchise or any of the rights or privileges granted or authorized by this Franchise Agreement without the County's consent. However, the Franchisee may enter into leases or subleases not affecting its rights and privileges thereunder, in the ordinary conduct of its business, and may enter such leases or subleases without County consent, so long as the Franchisee remains solely responsible for locating, servicing, repairing, relocating or removing of its Cable Communications System.

XXII. ENFORCEMENT AND TERMINATION OF FRANCHISE AGREEMENT

- A. **Notice of Violation or Default.** In the event the County believes that the Franchisee has not complied with any material terms of the Franchise or the Franchise Agreement, it shall notify the Franchisee in writing with specific details regarding the nature of the alleged noncompliance or default.
- B. **Franchisee's Right to Cure or Respond.** The Franchisee shall have forty-five (45) days from the receipt of the County's notice to: (A) respond to the County, contesting the assertion of noncompliance or default, or (B) to cure such default, or (C) in the event that, by nature of the default, such default cannot be cured within the forty five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that they will be completed.
- C. **Enforcement.** Subject to applicable federal and State law, in the event the County, determines that the Franchisee is in default of any provision of the Franchise or Franchise Agreement, the County may:
1. seek damages in accordance with Section XX, or seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or
 2. in the case of a substantial default of a material provision of the Franchise or Franchise Agreement, declare the Franchise to be revoked in accordance with the following:
 - a. The County shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Franchisee, including one or more instances of substantial noncompliance with a material provision of the Franchise or Franchise Agreement. The notice shall set forth with specificity the nature of the noncompliance. The Franchisee shall have forty-five (45) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the County has not received a satisfactory response from the Franchisee, it may then seek revocation of the Franchise at a public hearing. The County shall cause to be served upon the Franchisee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.
 - b. At the designated hearing, the County shall give the Franchisee an opportunity to state its position on the matter, present evidence and

question witnesses, after which the County shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record. The decision of the County shall be in writing and shall be delivered to the Franchisee. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the County. Such appeal to the appropriate court must be taken within thirty (30) days of the issuance of the determination of the County.

- D. **Technical Violation.** The County agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise or Franchise Agreement, which shall include, but not be limited, to the following:
1. in instances or for matters where a violation or a breach of the Franchise by the Franchisee was good faith error that resulted in no or minimal negative impact on the customers within the Franchise Area; or
 2. where there existed circumstances reasonably beyond the control of the Franchisee and which precipitated a violation by the Franchisee of the Franchise or Franchise Agreement, or which were deemed to have prevented the Franchisee from complying with a term or condition of the Franchise or Franchise Agreement.
- E. **Acquisition of Cable System.** If the County fails to renew this Franchise Agreement pursuant to Section 626 of the Cable Act, or if this Franchise Agreement is terminated or the Franchise revoked, the County shall have the right, directly or as an intermediary, to purchase or effect a Transfer of ownership of the franchised Cable Communications System to another person, including itself. Any such acquisition shall be at fair market value, determined on the basis of the Cable System valued as a going concern but with no value allocated to the Franchise itself, pursuant to Section 627 of the Cable Act. The County shall provide the Franchisee with notification of the County's intent to purchase within sixty (60) days of termination. If the Franchise is revoked for cause and the County acquires ownership of the Cable System or effects a Transfer of ownership of the system to another person, any such acquisition or Transfer shall be at an equitable price.
- F. **Effect of Pending Litigation.** Except where permitted by law, pending litigation or any appeal to any regulatory body or court having jurisdiction shall not excuse the County or Franchisee from the performance of its obligations under this Franchise Agreement. Failure of the Franchisee to perform such obligations because of

pending litigation or appeal may result in forfeiture or revocation pursuant to the provisions of this Section.

XXIII. REMOVAL AND RELOCATION

The County shall have the power at any time to order and require the Franchisee to remove or relocate any pole, wire, cable, or other structure that is dangerous to life or property and Franchisee shall restore the property to a condition reasonably satisfactory to the County. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the County shall have power to remove or relocate same at the sole cost and expense of the Franchisee.

XXIV. REMOVAL OR ABANDONMENT

Upon termination or revocation of the Franchise for cause, the Franchisee shall remove its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the streets and Public Rights-of-Way, and shall restore any property, public or private, to a condition reasonably similar to that which existed immediately prior to the County's order terminating or revoking the Franchise. Restoration of County property, including, but not limited to, the public rights-of-way, shall be in accordance with the directions and specifications of all affected departments and agencies of the County, and all applicable law. The Franchisee, at the option and direction of the County, shall accomplish such restoration at its expense. Such removal shall be made with the supervision of the County. If such removal and restoration is not completed within twelve (12) months after the notice by the County delivered in writing to the Franchisee, all of the Franchisee's property remaining in the affected Public Rights-of-Way shall, at the option of the County, be deemed abandoned and shall, at the option of the County, become the property of the County. In the event the Franchisee fails or refuses to remove its System or satisfactorily restore all areas, the County, at its option, may perform such work and collect the cost thereof from the Franchisee. No surety on any bond shall be discharged until the County has certified to the Franchisee in writing that the System has been dismantled, removed, and all other property restored to the satisfaction of the County.

XXV. COOPERATION

The parties recognize that it is within their mutual best interest for the Cable Communications System to be operated as efficiently as possible in accordance with the requirements set forth in this Franchise Agreement. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise Agreement. Should either party believe that the other is not acting timely or reasonably

within the confines of applicable regulations and procedures in responding to a request for action, that party shall notify the person or agents specified herein. The person or agent thus notified shall use its best effort to facilitate the particular action requested.

XXVI. WAIVER

The failure of the County at any time to require performance by Franchisee of any provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall the waiver by the County of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.

XXVII. CUMULATIVE PROVISION

The rights and remedies reserved to the County by this Franchise Agreement are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the County may have with respect to the subject matter of this Franchise Agreement.

XXVIII. NO LIABILITY

Nothing herein shall be deemed to create civil liability by one party for the actions, omissions or negligence of the other party, or of a party's agents, employees, officers or assigns. Except as provided herein, each party shall be solely liable for claims against it by third parties, whether arising under the Cable Act or under any other provision of law.

XXIX. NOTICES

All notices from Franchisee to the County pursuant to this Agreement shall be sent to the following address for the conduct of matters related to the Franchise. All notices to the County should be sent to: Leon County, Office of the County Administrator, 301 South Monroe Street, Tallahassee, Florida 32301. All notices to Franchisee shall be sent to the following: Office of General Manager, Comcast Cablevision, 3760 Hartsfield Road, Tallahassee, Florida 32303.

XXX. CAPTIONS

Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

XXXI. NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public, in any manner which would indicate any such relationship with the other.

XXXII. ENTIRE AGREEMENT

This Franchise Agreement supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by the written consent of the parties.

XXXIII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

XXXIV. COVENANTS/AGREEMENTS

Franchisee acknowledges by acceptance of this Franchise Agreement that it has carefully read the terms and conditions of the Franchise Agreement and agrees to be bound by such.

XXXV. FORCE MAJEURE

The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor strikes or walkouts, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

XXXVI. TIME IS OF THE ESSENCE

Whenever this Franchise shall set forth any time for any act to be preformed by or on behalf of the Franchisee, such time shall be deemed of the essence.

XXXVII. NO THIRD PARTY BENEFICIARY

This Franchise Agreement is solely for the benefit of the County and Franchisee and does not create any right of action, express or implied, to any third party or persons.

XXXVIII. CONSTRUCTION AND VENUE

The validity, construction, and effect of this Franchise Agreement shall be governed by the laws of the State of Florida. Venue for all actions arising out of this Franchise Agreement or as a result thereof, shall lie in Leon County, Florida.

IN WITNESS WHEREFORE, the parties hereto have caused this Agreement to be executed as of the day and year first above written.



LEON COUNTY, FLORIDA

BY: [Signature]

Dan Winchester, Chairman
Board of County Commissioners

ATTEST:
Clerk of Court
Leon County, Florida

By: [Signature]
Bob Inzer, Clerk of Court

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: [Signature]
Herbert W.A. Thiele, Esq.
County Attorney

COMCAST CABLEVISION OF
TALLAHASSEE, INC.

BY: [Signature]
Printed Name: John Riace
Title: President Southern Division

WITNESSES
[Signature]
Printed Name: Rachel Jones

Printed Name: _____