



Peter Negrete
Vice President and General Manager
Comcast Cable - Coral Gables & Miami Metro Systems
1306 Northwest 7th Avenue
Miami, FL 33136

Revised: March 24, 2006
Original: July 1, 2005

Via Hand Delivery

David Brown
City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

Dear Mr. Brown:

SUBJECT: REVISED LETTER OF UNDERSTANDING - I-NET

This revised letter of understanding is rendered pursuant to our meetings regarding the I-NET obligation referenced in Comcast's Franchise Agreement with the City of Coral Gables. Based on our discussions, the City and Comcast have agreed to the following terms which when executed will fully satisfy Comcast's I-NET obligations in the City.

- Comcast shall design and construct a logical collapsed ring between the City sites as set forth in Revised Attachment A. This logical collapsed ring design will interconnect the sites as set forth in Revised Attachment A by providing at Comcast's expense two (2) fibers terminating to a defined demarcation point, the patch panel, at each site.
 - The City may choose to add additional sites within the City. Such sites will be constructed by the Franchisee to the extent that such construction is technically and economically feasible and paid for by the City; such costs shall be based on Comcast's actual costs including overhead.
- The interconnection of these sites will be completed by December 31, 2006 IF the City cooperatively and expeditiously facilitates access to sites for the site survey process, expedites all necessary permitting, and cooperatively and expeditiously facilitates access to sites for construction.
- In order to light the I-NET, the City will need to procure equipment, estimated to be \$249,500 before any discounts to which the City may be entitled. (Attachment B)
- Comcast and the City interpret the Franchise Agreement and Cable Ordinance differently regarding whose responsibility it is to purchase and maintain equipment necessary to light the I-NET'

- Comcast and City agree that in order to efficiently and equitably resolve this differing interpretation, the parties shall apply one of the two following options:

Option A	Option B
<ul style="list-style-type: none"> Comcast shall grant the City \$300,000 worth of capital, which shall be provided as follows: <ul style="list-style-type: none"> Comcast shall purchase the equipment necessary to light the I-NET: the equipment listed in Attachment B, and as a contribution towards the City procuring a service agreement for the maintenance of the equipment listed in Attachment B, Comcast shall provide a cash grant to the City – the sum of which will be equal to the difference between \$300,000 and the cost Comcast pays for the equipment listed in Attachment B. <p>AND</p> <ul style="list-style-type: none"> The City shall be responsible for maintaining all facilities, equipment, and service issues past the Demarcation Point, which will be the patch panel at each site. 	<ul style="list-style-type: none"> Comcast shall provide the City with a one-time capital contribution in the amount of \$300,000 to be specifically used to subsidize the purchase of equipment necessary to light the I-NET, and any maintenance agreement service contract for the equipment necessary to light the I-NET. The City shall be responsible for maintaining all facilities, equipment, and service issues past the Demarcation Point, which will be the patch panel at each site.

- Once the I-NET is constructed, Comcast shall conduct Acceptance Testing of each I-Net Link in accordance with the Acceptance Test Plan included as Attachment C.
- Comcast shall be responsible for the maintenance and repair for all distribution and feeder plant and gear that make up the I-NET, which is on its side of the Demarcation Point, i.e. the Patch Panel at each site.
 - Comcast shall respond to all I-Net Outages using a Point-of-Contact List (Attachment D) within two (2) hours between 8 a.m. and 6 p.m. on business days and four (4) hours otherwise after the City notifies Comcast or Comcast identifies an outage. Before notifying Comcast of a perceived Outage, City shall take all reasonable efforts to identify whether any perceived Outage or problem is being caused by equipment, facilities or issues on its side of the Demarcation Point before notifying Comcast.
 - Comcast shall restore I-NET service within six (6) hours between 8 a.m. and 6 p.m. on business days and eight (8) hours otherwise from: (i) the original notification; or (ii) the time when Comcast knew of the Outage.

o Where, for reasons beyond Comcast's control, restoration of service cannot be completed in the above time periods even with the exercise of all due diligence (for example, where Comcast is delayed for reasons beyond its reasonable control in obtaining access to poles or conduits), Comcast shall complete the restoration of service in the shortest time possible, providing daily updates to the City's I-Net Administrator regarding the estimated timetable for restoration of the I-Net.

Please indicate your agreement with the terms captured in this Revised Letter of Understanding by executing this letter and returning it to my attention.

Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully,



5/2/06

By: Name: Peter Negrette
Title: Vice President and General Manager
Comcast - Coral Gables and Metro Miami Systems

Agreed and Accepted:



By: Name: David L. Brown
Title: City Manager
City of Coral Gables

Cc: Klayton Fennell, Comcast VP, Gov't Affairs and Community Investment - FL
Tom Arty, Comcast Area VP/GM, Miami-Dade and the FL Keys
Filemon Lopez, Comcast Regional Sr. VP, South Florida



REVISED ATTACHMENT A
I-NET SITES

Ring No.	Site #	Facility Name	Address
Ring 1	1	City Hall	405 Biltmore Way
Ring 1	2	Central Police / Fire Station	2801 Saizedo St
Ring 1	5	CG Elementary	105 Minorca Ave
Ring 1	10	Youth Center	405 Universiy Dr
Ring 1	11	Miracle Theatre	280 Miracle Mile
Ring 1	13	Old Police & Fire	285 Aragon Ave
Ring 1	16	Merrick House	907 Coral Way
Ring 1	17	Granada Golf Clubhouse	2001 Granada Blvd
Ring 1	21	Parking Garage 1	245 Andalucia Ave
Ring 1	22	Parking Garage 4	385 Andalucia Ave
Ring 1	23	Parking Garage 6	51 Aragon Ave
Ring 1	24	72 Ave Complex	2800 Sw 72 Ave
Ring 1	30	Merrick Education Center	39 Zamora Ave
Ring 1	37	American Legion Building	310 Alhambra Cir
Ring 1	41	M-D transit bus yard	2775 SW 74 Ave
Ring 1	42	M-D solid waste facility	7350 Coral Way
Ring 1	43	Police Bike Patrol	51 Aragon Ave
Ring 1	46	Parking / Museum Garage 2	220 Aragon St
Ring 1	Lateral	95 Merrick Way 4th FL Suite 450	Fed by site 23
Ring 1	Lateral	95 Merrick Way 1st FL	Fed by site 23
Ring 1	49	Shooting Range (Coral Way Ball Field)	7360 SW 24th Raod
Ring 2	6	CG High Scool	450 Bird road
Ring 2	7	University of Miami	Miller Dr
Ring 2	8	Biltmore Hotel Complex	1200 Anastasia Ave
Ring 2	9	Biltmore 4th of July Vault	1210 Anastasia Ave
Ring 2	14	Radio Shop Trolley	4133 Lejeune Road
Ring 2	15	Venetia Pool	2701 De Soto Blvd
Ring 2	18	Kerdyk Tennis Center	1150 Anastasia Ave
Ring 2	19	Salvadore Tennis Center	1120 Andalucia Ave
Ring 2	20	Biltmore Golf Maintenance Bldg	1001 Bird Rd
Ring 2	25	Coral Gables Library	515 University Dr
Ring 2	26	MDCC District Court	3100 Ponce De Leon Blvd
Ring 2	27	Douglas Center	3071 SW 38 Ave
Ring 2	28	Carver Elementary School	4901 Lincoln Dr
Ring 2	31	Ponce Middle School	5801 Augusto Ave
Ring 2	33	St. Phillips Episcopal School	1142 Coral Way
Ring 2	34	St Theresa School	2701 Indian Moud Trail
Ring 2	36	Henry S West Lab School	5300 Carillo Street
Ring 2	53	University of Miami (Main Hub)	5200 Brunson Dr.
Ring 3	3	Fire Station 2	525 S Dixie Hwy
Ring 3	4	Doris Sanford Fire 3	11911 Old Cutler Rd
Ring 3	Lateral	Fairchild Labs via Fire 3	Fed by site 12
Ring 3	12	Fairchild Garden	10901 Old Cutler Road

Ring 3	29	Gulliver Academy	12595 Red Road
Ring 3	32	Riviera Day School	6800 Nervia Street
Ring 3	35	St Thomas Episcopal School	5690 SW 88 Street
Ring 3	40	Dearing Bay Dock Master	13600 Dearing Bay Dr
Ring 3	44	Police marine patrol # 1	120 Isla Dorado Blvd
Ring 3	45	Police marine patrol # 2	6500 Prado Blvd. (official name is Cooperlum office)
Ring 3	47	Water and Sewer Sept (WASD)	3575 S Le June Road
Ring 3	50	Matherson Hammocks Park	9610 Old Culter Road

Sites 7 and 45 have been deleted from the I-NET list.

