

**AN ORDINANCE PERTAINING TO THE ADOPTION OF A CABLE TELEVISION
FRANCHISE FEE**

WHEREAS, the Board of County Commissioners of Calvert County, Maryland (the “Board of County Commissioners”) adopted a cable television franchise Ordinance;

WHEREAS, Local Government Article §1-708 of the Annotated Code of Maryland empowers the Board of County Commissioners to grant cable television franchises and impose franchise fees;

WHEREAS, after due notice and a public hearing concerning the award of the franchise, the Board of County Commissioners found as a fact that it will be in the public interest to grant a franchise pursuant to the terms of said ordinance;

WHEREAS, the Board of County Commissioners finds as a fact that the franchise agreement between the County Commissioners of Calvert, Maryland and Comcast of Maryland LLC meets all of the requirements of the cable franchise ordinance, and that the issuance of a franchise under the terms of Ordinance 53-18, effective 12/11/2018, to Comcast of Maryland LLC is in the best interest of the County; and

WHEREAS, the Board of County Commissioners finds that a franchise fee of five percent (5%) of gross revenues of the Franchisee’s gross revenues derived from within the Franchise Area is in the best interest of the County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners that a franchise fee of five percent (5%) of gross revenues is hereby imposed;

BE IT FURTHER ORDAINED by the Board of County Commissioners that Resolution 38-84 is hereby REPEALED upon the effective date of this Ordinance;

BE IT FURTHER ORDAINED by the Board that, in the event any portion of this Ordinance be found to be unconstitutional, illegal, null or void, it is the intent of the Board of County Commissioners to sever only the invalid portion or provision, and that the remainder of the Ordinance shall be enforceable and valid;

BE IT FURTHER ORDAINED by the Board of County Commissioners that the foregoing recitals are adopted as if fully rewritten herein; and

BE IT FURTHER ORDAINED by the Board of County Commissioners that this Ordinance shall be effective upon recordation and without publication of a fair summary.

(SIGNATURE PAGE TO FOLLOW)

RE: Adoption of a Cable Television Franchise Fee

DONE, this 11th day of December 2018 by the Board of County Commissioners of Calvert County, Maryland.

Aye: 5
 Nay: 0
 Absent/Abstain: 0

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY, MARYLAND**


 Maureen L. Frederick, Clerk


 Evan K. Slaughenhaupt Jr., President

Approved for form and legal sufficiency by:


 Tom Hejl, Vice-President

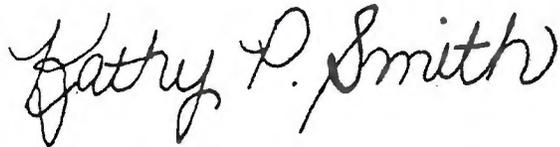

 Mike Hart


 John B. Norris, III, County Attorney


 Pat Nutter


 Steven R. Weems

Received for Record December 14, 2018
 at 9:53 o'clock A.M. Same day
 recorded in Liber KPS No. 57
 Folio 108 COUNTY COMMISSIONERS
 ORDINANCES AND RESOLUTION.



CABLE FRANCHISE AGREEMENT

BETWEEN

THE COUNTY OF CALVERT, MD

AND

COMCAST OF MARYLAND, LLC.

With assistance from:

Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed as of the 11th day of December, 2018 (hereinafter referred to as the “Effective Date”) by and between the County Commissioners of Calvert County, Maryland (hereinafter referred to as the “County”) and Comcast of Maryland, LLC (hereinafter referred to as “Comcast”).

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, as amended, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Maryland Annotated Code, Local Government Article §1-708, the County is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing the Rights-of-Way and properties within the County’s jurisdiction;

WHEREAS, Comcast currently holds a cable franchise from the County by virtue of a Cable Franchise Agreement dated August 7, 2001, originally granting a cable franchise to Comcast of Maryland, LLC.;

WHEREAS, Comcast has requested that the County renew Comcast’s franchise to, construct, operate, and maintain its Cable System over, under and along the aforesaid Rights-of-Way;

WHEREAS, the aforesaid Rights-of-Way used by Comcast are public properties acquired and maintained by the County on behalf of the citizens of the County, and the right to use said rights-of-way is a valuable property right;

WHEREAS, the County desires to protect and manage the aforesaid Rights-of-Way, establish standards of Subscriber Cable Service, oversee a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the County’s Rights-of-Way as provided by federal law, retain the use of Public, Educational, and Governmental (“PEG”) channels, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the County, and meet the current and future cable-related needs of its residents;

WHEREAS, the County has performed a community needs assessment and has held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the County’s future cable-related community needs;

WHEREAS, the County has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, a public hearing regarding this agreement was duly advertised in a newspaper of general circulation in Calvert County for two (2) consecutive weeks before the public hearing held on November 27, 2018, at which time the Board of County Commissioners received public comment; and

WHEREAS, upon consideration of the comments of the public, staff, contractors, and in furtherance of the public health, safety, and welfare, the Board of County Commissioners finds that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the County and Comcast agree as follows:

SECTION 1 **DEFINITIONS**

For the purpose of this Franchise Agreement, capitalized words and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 - 631 (the "Cable Act"), unless otherwise defined herein. The following terms used in this franchise shall have the following meanings:

(a) **Affiliated Entity** - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast's Cable Systems.

(b) **Basic Service** - The service tier that includes at least the following: retransmission of local broadcast television signals, as well as the Public, Educational and Governmental ("PEG") access channels required by this Franchise Agreement.

(c) **Cable Act** - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992, and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) **Cable Operator** - Any person or group of persons (1) who provides Cable Service over a Cable System and, directly or through one of more affiliates, owns a significant interest in such Cable System, or (2) who otherwise controls or is responsible for, through any arrangement, the management and operation of such Cable System.

(e) **Cable Service** - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) **Cable System** - 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 the County but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in

part, to the provisions of Title II of the federal Communications Act , except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers; (4) an open video system that complies with Section 653 of the Cable Act; and (5) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(h) Complaint - Any written (including electronic) or credible oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's business or the operation of its Cable System to provide Cable Service that is within Comcast's control and requires a corrective measure on the part of Comcast.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(k) FCC - Federal Communications Commission.

(l) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State of Maryland or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; war; civil disturbance; epidemics; landslides; earthquakes; hurricanes; volcanic activity; floods; washouts; explosions; labor strikes; lightning; fires; storms; droughts; unusual or severe weather; natural disasters; unavailability of materials or equipment; labor disputes; denial of access to facilities or rights-of-way essential to serving; or partial or entire failure of utilities. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Comcast's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

(m) Franchise - The right granted by the County to construct, operate and maintain a Cable System within the corporate limits of the County as embodied in the terms and conditions of this Agreement.

(n) Franchise Area - The present legal boundaries of the unincorporated areas in Calvert County, MD, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of this Agreement, provided the County provides written notice to Comcast of any such additions.

(o) Franchise Fee - The fee that Comcast remits to the County for the use of the County's Public Rights-of-Way pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue, as determined in accordance with generally accepted accounting principles (GAAP), received directly or indirectly by Comcast or its Affiliated Entities arising from or attributable to, the operation of Comcast's Cable System in the Franchise Area to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees Cable Service;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls on Cable Service;
- (11) inside wire maintenance fees on Cable Service;
- (12) service plan protection fees on Cable Service;
- (13) convenience fees related to Cable Service;
- (14) early termination fees on Cable Service;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all Cable Service equipment, including converters and remote control devices;
- (18) any and all locally-derived advertising revenues;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast TV fees;
- (21) regional sports programming fees;
- (22) late payment fees on Cable Service;
- (23) billing and collection fees on Cable Service;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refunded deposits, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the County, state, federal or other governmental unit. In the event of any dispute over the classification of revenue, the County and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

- (q) HD - High definition format.
- (r) Leased Access Channel - Any channel on the Cable System designated for leased access use pursuant to the Cable Act.
- (s) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by units, appurtenances thereto, grounds and facilities, which units are used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied or are occupied for living purposes, as individual homes or residences for three (3) or more households. For purposes of this definition, a "home" or "residence" is the equivalent of a dwelling.
- (t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.
- (u) Normal Operating Conditions - Business conditions which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions or other conditions of Force Majeure.
- (v) Outlet - An interior receptacle that connects a television set to the Cable System.
- (w) Programming - Programming provided by or generally considered comparable to programming provided by a television broadcast station.
- (x) Public, Educational and Governmental (PEG) Channel - An access channel that consists of local public, educational and/or governmental programming.
- (y) Rights-of-Way - The surface of and all rights-of-way and the space above and below any public street, road, highway, freeway, lane, path, public way or place, alley, court, boulevard, parkway, drive or easement now or hereafter held by the County for the purpose of public travel and shall include other similar easements or rights-of way as shall be now held or hereafter held by the County which shall, within their proper use and meaning, entitle Comcast to the use thereof for the purposes of installing poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.
- (z) Service Interruption - The loss of picture or sound on one or more channels.
- (aa) State- The State of Maryland.
- (bb) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, Cable Service distributed by the Cable System.

SECTION 2
GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Maryland law, the County hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the County hereby grants to Comcast the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Rights-of-Way, including property over which the County has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law. Nothing in this Agreement shall be construed to authorize or prohibit Comcast from offering any service over the Cable System that is permitted by federal or State law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on December 10, 2028, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the State of Maryland;

(2) Comcast has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date, to enter into and legally bind Comcast to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(3) This Agreement is enforceable against Comcast in accordance with the provisions herein, subject to applicable State and federal laws and regulations;

(4) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(5) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the County to grant other Franchises to construct, operate or maintain a Cable System.

2.5 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the County reserves the right to grant one (1) or more additional Franchises to provide Cable Services within the Franchise Area.

(b) The Franchise granted to Comcast is non-exclusive; however, if the County grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the County and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service, or other authorization to provide similar wired video services, is submitted to the County proposing to serve Subscribers within the County, then the County shall notify Comcast in writing of the submission of the application.

2.6 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, State and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the County. Without waiving any of its rights, the County agrees that, to the extent any County ordinance conflicts with or materially alters the terms or conditions of this Agreement, the terms of this Agreement shall control.

SECTION 3**SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE****3.1 AREA TO BE SERVED**

(a) Density. Subject to the density requirements herein, Comcast shall make Cable Service available to every residential dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Any dwelling unit within three hundred (300) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. Comcast shall extend the Cable System into all areas within the County where

the number of occupied residential dwelling units to be passed by the extension necessary to serve such dwelling units is equal to or greater than fifteen (15) homes per mile, aerial or underground, measured from the nearest point of the Cable System distribution network from which a technically feasible signal can be obtained. The closest serviceable home is not always a technically feasible distribution point. Comcast shall complete said extensions within six (6) months of written notification to Comcast by the County and verification by Comcast that an area has met the minimum density standard set forth herein (weather permitting). Any delays by Comcast or its contractors must be communicated in writing in advance of the deadline to the County, unless such delays are caused by circumstances of Force Majeure. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Definitions. For purposes of this Section 3.1, the term “homes per mile” means the number of residential dwellings or units, including multi-dwelling units, calculated by including all new distribution plant in the Right-of-Way and new units passed by the system extension that are within three hundred (300) feet of the Right-of-Way. Units that are excluded because of their distance from the Right-of-Way may elect to be connected by paying a Long Drop charge as provided for in Section 3.1(d).

(c) Line Extensions. In the event that the density requirements set forth in (a) are not satisfied, Comcast shall extend its Cable System to serve a Subscriber or Subscribers if such Subscriber or Subscribers are willing to share the cost of the extension, according to the following formula: The percentage by which the actual number of homes per mile on the extension falls short of the fifteen (15) homes per mile requirement specified in (a) above is the percentage of the construction costs that must be borne by the Subscriber(s).

- i. The term “construction costs” means the actual costs of the extension design, walkout, make-ready by other utilities, construction labor costs, and material costs. Construction costs do not include the cost of the drop, up to three hundred (300) feet, to the residence.
- ii. By way of example, to reach a requesting Subscriber requires an extension of two (2) miles. There are six (6) homes within that two-mile distance. Given that the proposed extension contains 20% of the total number of homes specified in Section 3.1(a) for required service (15 homes per mile or 30 homes over two (2) miles), the Subscriber, with any other Subscribers who wish to contribute, must pay the remaining 80% of the construction costs. If two (2) persons agree to pay this additional cost, they would pay 80% of the construction cost or 40% each.
- iii. If Comcast proposes to require a person or persons requesting extension to make a contribution in aid of extension, it must provide a detailed cost quotation to all potentially affected persons.

(d) Long Drop. In cases where a Cable System extension is constructed, but certain units beyond three hundred (300) feet from the Right-of-Way have been excluded from the density calculation, such units shall be considered Long Drops. If a Long Drop unit requests installation

of Cable Service, Comcast may charge the actual cost of the connection, based on design, walkout, make-ready by other utilities, construction labor and material costs, for the distance from the Right-of-Way beyond three hundred (300) feet.

(e) Underground. The County has the right to require Comcast to place wires and/or equipment underground, provided that the County imposes such requirement on all similarly situated entities (i.e. telephone, electric utilities, and other similar wired video services). All installations of wires and/or equipment by Comcast shall be underground in those areas of the County where the wires and/or equipment of similarly situated entities are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. If Comcast determines that such underground locations will result in technical degradation of the Cable System's signal quality, it shall provide a written statement to the County providing evidence of such determination. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals. Comcast shall comply with any generally applicable County ordinance(s) pertaining to underground wires and equipment.

(f) In the event that public and/or private funds are made available to pay for an undergrounding project, to the extent other users of the Right-of-Way are so notified, the County shall notify Comcast that such funds are available, and Comcast may apply or request that the County apply for such funds. If Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass those costs through to its Subscribers if and to the extent allowed by applicable law.

3.2 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed and shall maintain a Cable System meeting digital television standards. Comcast's Cable System shall remain at least equivalent to the existing HFC 860 MHz two-way activated capability for all programming services throughout all parts of the Cable System. The Cable System shall be capable of supporting video and audio, including HD and SD video, on the Effective Date of the Agreement. Comcast's Cable System shall provide consistent, high-quality reception to Subscribers in the County in accordance with the FCC technical standards and other technical standards contained in this Agreement.

(b) The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards, as amended. The Cable System shall meet or exceed any and all technical performance standards of the FCC and shall comply with all current applicable codes including the National Electrical Safety Code, the National Electrical Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Maryland and the generally applicable laws, ordinances and construction standards of the County.

(c) The System shall be protected against outages due to electrical power failures. Comcast shall maintain standby power capable of powering headend equipment for at least twenty-four (24) hours. All power supplies serving the Cable System shall be stand-by ready and capable

of providing power to the Cable System for no fewer than four (4) hours per occurrence measured on an annual basis according to manufacturer specifications in the event of an electrical outage. Comcast shall employ power supply monitoring and, in accordance with industry practice, make commercially reasonable efforts to maintain a number of portable motorized generators to be deployed throughout the system where needed, prior to the system failure, in the event that the duration of a power disruption may potentially exceed four (4) hours.

(d) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in this Section.

3.3 SYSTEM TESTS AND INSPECTIONS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed, and operated in a manner that fully complies with 47 C.F.R. §76.640 and other applicable FCC standards as amended. Pursuant to this Section 3.3, Comcast shall conduct and document complete performance tests of its Cable System to show the level of compliance with applicable FCC standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a Compliance Review under Section 5.2 herein, Comcast, upon written request by the County, shall perform applicable tests to show compliance with FCC standards. Comcast shall provide a report to the County within thirty (30) days of completion of a test that describes the results of the test. The performance tests shall be directed at determining the extent to which the Cable System complies with applicable FCC technical standards regarding the transmission and reception capabilities of digital Cable Systems.

(b) Testing required in this Section 3.3 may be observed by representatives of the County. Upon written request, Comcast shall provide notice to the County in advance of the scheduled testing date(s), and the County shall then notify Comcast before such testing is scheduled to occur if it desires to observe such test(s).

(c) If any test under this Section 3.3 indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible. Comcast's failure to correct any deficiencies identified through this testing process shall be a material violation of this Agreement. Sites shall be re-tested following correction.

3.4 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.5 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities, if readily achievable.

3.6 SERVICE TO MULTIPLE DWELLING UNITS (“MDUs”)

Comcast and the County hereto acknowledge and agree that installation and provision of Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations, and Title 8 of the Maryland Real Property Code, as amended.

3.7 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the work causing the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the County having notified Comcast in writing of the restoration and repairs required, the County may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the County.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the County if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days from the completion of the work causing such damage, weather permitting.

(c) Comcast’s operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the County or any public utility serving the County.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any applicable underground activity, it shall call 811 prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the State may establish in the future. Comcast shall

adhere to all requirements of the Maryland Underground Facilities Damage Prevention Law, Title 12 of the Maryland Public Utilities Code, as amended.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the County, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

3.8 SERVICE AREA MAPS

Upon written request, Comcast shall provide to the County for the County's exclusive use and shall maintain at Comcast's local offices a complete set of Comcast service area strand maps of the County on which shall be shown those areas in which its facilities exist. The strand maps shall be provided to the County in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the County's GIS format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the County with updated maps within thirty (30) days after any written request by the County, but shall not be required to provide such maps more than once annually.

3.9 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the County, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the County or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the County shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

3.10 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the County, it shall be necessary, in the reasonable judgment of the County or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the County shall have the right to do so without cost or liability, provided that, wherever possible, the County shall give Comcast notice and the ability to relocate wires, cable or other equipment. The County shall use reasonable efforts to minimize the impact on Comcast's facilities related to any Emergency removal.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the County shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.11 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations, and shall require County approval, with the exception of Emergency situations. Comcast shall fully bear the costs associated with tree trimming.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the County for permission, with the exception of Emergency situations as defined in Section 1(j), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the County.

3.12 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

3.13 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to, the following: (a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; and b) the Public, Educational and Governmental channels pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.14 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.15 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast so long as their financial and other obligations to Comcast are honored; provided, however, that Comcast reserves the right to deny service for good cause, including but not limited to theft of service, vandalism of equipment, or documented or founded harassment or abuse of Comcast's employees or agents. Subject to Force Majeure provisions in Section 9.1, Comcast shall use commercially reasonable efforts to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use commercially reasonable efforts to interrupt Cable Service only during periods of minimum use. When necessary Cable Service Interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such Service Interruption.

3.16 PARENTAL CONTROL CAPABILITY

Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System pursuant to Section 641 of the Cable Act.

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) In accordance with applicable law, Comcast customer service centers will shall be conveniently located and open at least during Normal Business Hours. Comcast shall maintain options for equipment return and exchange, as well as bill payment, within the County for the term of this Franchise.

(b) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(c) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(d) Comcast shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of written Complaints indicates a clear failure to comply. If the County determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast, that there is a clear failure to comply with the telephone answering requirements above, the County shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the County with its results.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, to display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed, or on a date requested by a Subscriber. This timeframe shall not apply where line extension construction is required to provide such service. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 SUBSCRIBER NOTICES

(a) Comcast shall provide notices in accordance with applicable law to each Subscriber upon initial subscription and at least once (1) per year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) Comcast's address, telephone number and office hours; and
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the County in writing or via electronic mail of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax,

assessment or charge of any kind imposed by any federal agency, the State of Maryland or the County on the transaction between Comcast and the Subscriber.

(c) In accordance with federal law, Comcast shall maintain a file available to the public containing all documents required pursuant to the FCC's rules and regulations pertaining to public inspection files.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The County hereby requests that Comcast omit the County's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint, including email, within ten (10) business days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint.

(b) If the County is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing, including email. When Comcast receives such notification, the time period for Comcast to respond as required by Section 4.5(a) shall commence. If the County notifies Comcast in writing, then Comcast shall respond in writing, including email, within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

- (1) The Subscriber provides a written Complaint, including email, to Comcast in a timely fashion and includes identifying information;
- (2) The Subscriber pays all undisputed charges; and
- (3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.
- (4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber. Such records shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 SERVICE INTERRUPTIONS

(a) Under Normal Operating Conditions, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall be responded to within a maximum of forty-eight (48) hours after notice to Comcast.

(b) Under Normal Operating Conditions, Comcast shall provide a credit upon Subscriber written or oral request when all Channels received by that Subscriber are out of service for a period of six (6) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Comcast to verify the problem if so requested by Comcast. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

4.7 PRIVACY

(a) Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with applicable laws and regulations.

(c) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

SECTION 5 REGULATION BY THE COUNTY

5.1 RIGHT TO INSPECT

(a) The County or its agents shall have the option, upon thirty (30) days' written notice and during Normal Business Hours, to obtain and inspect all documents, records and other pertinent information maintained by Comcast which relate to compliance with the terms of this Agreement.

(b) In addition, Comcast shall maintain for inspection by the public and the County, or its agents, all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) The County or its agents may, at the County's cost, inspect the Cable System at any time to ensure compliance with this Agreement and applicable law. The County shall not make physical contact with the Cable System except to the extent reasonably necessary to determine compliance with this Agreement. The County may not adversely impact, or interfere with the operation or performance of, the Cable System or open any unopened vaults, pedestals or conduits without the express permission of Comcast. If a condition is found to present a serious, clear, and imminent danger to the health, welfare, or safety of the public in or near the Rights-of-Way, the County, in addition to taking any other action permitted under applicable law, may alert Comcast, verbally or in writing, of the unsafe condition and require Comcast to make the necessary repairs to correct the unsafe condition within a reasonable time, which may be immediate, depending on the nature of the unsafe condition.

(d) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the County or its designated representatives shall be treated as confidential by the County so long as it is permitted to do so under applicable law. Representatives and/or agents and/or designees of the County may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information provided such representatives and/or agents are permitted to do so under applicable law. The County and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems proprietary or confidential as confidential so long as permitted to do so under applicable law and only to disclose it to County employees, agents, or representatives who have a need to know in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the County acting in their official capacity, or in the event the County has in its possession or receives a request under a state "sunshine," public records, or similar law for information related to the Agreement and marked by Comcast as confidential and/or proprietary, the County shall promptly notify Comcast of such request to allow Comcast the ability to protect such information and refrain from taking any affirmative action that would prejudice Comcast's ability to oppose such request. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than once every thirty-six (36) months during the term of this Agreement, the County or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement, so long as it provides Comcast with forty-five (45) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the County. The period for any such review shall be for not more than thirty-six (36) months immediately previous to the notice. Within

thirty (30) days of a written request, Comcast shall provide the County with copies of records and documents reasonably requested and related to the cable compliance review. Any confidential or proprietary information provided by Comcast shall be subject to the conditions set forth in Section 5.1(d) above. Within thirty (30) days after the conclusion of the cable compliance review, the County shall provide Comcast with its written determination regarding Comcast's compliance with the terms and conditions of this Agreement.

5.3 RESERVED AUTHORITY

The County reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the County's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Rights-of-Way.

5.4 POLICE POWERS

Subject to Section 2.6 herein, Comcast's rights under this Agreement are subject to the police powers of the County to adopt and enforce general laws and regulations necessary for the safety and welfare of the public; provided, however, that such laws, ordinances, and regulations are lawful, and consistent with applicable federal and State laws, regulations and orders. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the County to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the County for all required permits and shall not undertake any activities in the Rights-of-Way subject to a permit, except for Emergency repairs, without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event that Comcast or any agent, including contractors or subcontractors, must make Emergency repairs prior to receiving a permit from the County, Comcast must apply for all applicable permits within five (5) business days of such Emergency activities. Notwithstanding the requirements herein, Comcast shall not be required to obtain a permit for the following: a) Cable Service drops for individual Subscribers; b) servicing or installing pedestals or other similar facilities that does not disturb surface grade or block vehicular traffic; or c) routine maintenance or repair to its Cable System that does not disturb surface grade or block vehicular traffic. In all cases, Comcast shall comply with all safety requirements of Section 104-76 of the County Code regarding maintenance of existing road conditions and traffic whether a permit has been issued or not.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, if the County receives a Complaint or inquiry from a County resident or County official, Comcast shall provide the following reports to the County upon request:

(a) Service Reports

Within thirty (30) days of a written request, Comcast shall submit to the County a report containing the following information attributable to the prior twelve (12) months in the County:

- (1) A summary of customer service requests containing the number and nature of the requests and their dispositions;
- (2) The status of any rebuild or major new construction projects during the prior year.
- (3) The number of known Service Interruptions in the County and when they occurred; the approximate length of time and remedy for each such Service Interruption; and the amount of time from notice of each Service Interruption until it was corrected.

(b) Operational Records

In accordance with Section 5.1 herein, when reasonably required to assess compliance with the terms of this Agreement, within thirty (30) days of a written request, including email, Comcast shall provide the County with copies of documents, records, and other pertinent written materials pertaining to the operation of the Cable System serving the County and related to the compliance with the terms of this Agreement. Such information may include, but is not limited to, Cable System specifications, operating procedures, outage logs, preventative maintenance logs, results of technical performance tests, and trouble call reports.

SECTION 6 COMPENSATION TO THE COUNTY

6.1 FRANCHISE FEES

Comcast shall pay to the County an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the County. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The County may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed five percent (5%) of Gross Revenues. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the County shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within sixty (60) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the County under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within thirty (30) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before April 30 (for the first quarter), July 30 (for the second quarter), October 30 (for the third quarter), and January 30 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the County. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the County may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the County.

6.3 QUARTERLY REPORTS

Each Franchise Fee payment shall be accompanied by a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. It shall also include the total number of Subscribers in the County at the end of the applicable quarter. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE AUDIT

The County shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within thirty-six (36) months from the date the County receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the County with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the County shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the County shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review or audit is closed. Comcast shall have thirty (30) days from the receipt of a statement regarding an alleged underpayment to provide the County with any written objection to the results of any Franchise Fee review or audit, including any substantiating documentation. Based on this exchange of information, the County shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the City's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the City's written notice of

determination. In the event an agreement is not reached at mediation, arbitration, or otherwise, either party may bring an action to have the disputed amount determined by a court of law.

(b) Any Franchise Fee payment due to the County as a result of the Franchise Fee review or audit shall be paid to the County by Comcast within sixty (60) days from the date the County notifies Comcast of its final determination, or if the matter is submitted to mediation or arbitration, or being determined by a court of law, within sixty (60) days from the final disposition of such action. If the Franchise Fee review or audit shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date in the amount of the then current bank prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to five thousand dollars (\$5,000) of documented out-of-pocket costs of the review or audit.

(c) No entity employed by the County to conduct a Franchise Fee review or audit shall be compensated on the success-based formula (e.g. payment based on a percentage of an underpayment, if any).

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required under this Section 6.5 are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then, in accordance with generally accepted accounting principles (GAAP), the Franchise Fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount. Equipment may be allocated at full retail price.

SECTION 7 SERVICES TO THE COMMUNITY

7.1 FREE SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall, at no charge to the County, provide one (1) complimentary standard installation and complimentary services as described herein below to up to a maximum of seventy-three (73) public buildings used for County government purposes and public schools as designated by the County during the Franchise term. Such facilities may include, but are not limited to, the following: County offices, agencies, and other governmental facilities within the County; fire rescue and emergency services facilities; public elementary and secondary schools and other public educational facilities in the County; and public libraries in the County (hereinafter "Permitted Free Locations"). The up to seventy-three (73) connections shall not include facility relocations.

(b) Comcast shall, at no charge to the County, provide or maintain one (1) standard cable Drop, outlet, and up to three (3) digital terminal adapters (DTA's or equivalent) and Basic Service to each Permitted Free Location. No charge shall be made for standard installation, except

that Comcast may charge for installation beyond three hundred (300) feet from the cable plant or for more than one (1) drop in each Permitted Free Location.

(c) For the purposes of this section, the term “school” means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq.*, as amended, and does not include “home schools” or “cyber schools,” or any other educational situation that does not meet the specific criteria set forth herein.

7.2 PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNELS

(a) Comcast shall continue to make available for County use one (1) dedicated Channel for Public, Educational and Governmental (“PEG”) access programming, in accordance with this Agreement and Section 611 of the Cable Act and this Section 7.2.

(b) Upon one hundred eighty (180) days written request from the County, Comcast shall provide the County with the use of one (1) additional digital Channel for Educational and Governmental use in accordance with Section 611 of the Cable Act and this Section 7.2 so long as a threshold use requirement is met for the current PEG Access Channel. In order to obtain an additional PEG Access Channel, the existing PEG Access Channel must be programmed at least twenty-four (24) hours per week with locally produced, non-repetitive, and non-character generated PEG Access Programming, Monday through Friday, for a minimum of six (6) consecutive weeks. The County must provide Comcast with written, documentation evidencing that the usage meets the threshold requirement for such Channel. If the programming meets the required threshold, Comcast shall have one hundred eighty (180) days to provide the requested additional PEG Access Channel. Once the threshold is met and the additional PEG Access Channel is made available, the initial PEG Channel shall maintain the threshold requirement.

(c) Comcast shall install, within one hundred eighty (180) days of a written request by the County, a direct fiber link, including equipment capable of transmitting video and audio signals between the video origination location of the additional PEG Access Channel and the Comcast headend such that live programming can originate from the selected location and be distributed via the Cable System to Subscribers in the County. Such fiber link shall be known as a “Return Line.” Comcast shall provide and maintain in good working order digital, fiber optic transport equipment and the cable necessary for transmitting the signal to, and receiving and processing the signal at, the channel aggregation sites for further processing and distribution to Subscribers. Any construction of the Return Line and cost of transmission equipment at the additional PEG Access origination location shall be paid for by the County or from the PEG Capital Grant. Said payment shall be made in advance to Comcast subject to Comcast providing the County with a detailed estimate of said construction cost.

(d) Comcast shall continue to support the operations of PEG Access for a period of nine (9) months from the Effective Date of the Agreement or until September 30, 2019, whichever is later. After that time, Comcast shall have no further financial or operational responsibility for the operation of any PEG Access studio including, but not limited to, equipment, facilities, staffing, repairs, replacement, maintenance, or insurance for such studio. Comcast shall also have no further responsibility for the production of County or PEG Access Programming. After this time, the

County shall have complete control over the content, scheduling, administration and all other programming aspects of any PEG Channels, and may delegate such functions, or a portion of such functions, to appropriate designees. Comcast shall not exercise any editorial control over PEG channel programming, except Comcast may refuse to transmit any program or portion of a program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. Comcast shall cablecast all activated PEG Channels so that they are received by all Comcast Subscribers in the County.

7.3 PEG CHANNEL RETURN LINES

(a) Throughout the duration of this Agreement, Comcast, at its own cost and expense, shall maintain the Return Lines from the video origination points to Comcast's headend. Upon the Effective Date, Comcast shall provide and maintain in good working order digital, fiber optic transport equipment and the cable necessary for transmitting the signal from the current PEG Access Channel to, and receiving and processing the signal at, the channel aggregation sites for further processing and distribution to Subscribers.

(b) Within one hundred eighty (180) days of the Effective Date of this Agreement, Comcast shall, at its own cost and expense, at a cost not to exceed eight thousand five hundred dollars (\$8,500), install a Return Line from the Calvert County Courthouse, located at 175 Main Street, Prince Frederick, MD.

(c) Within one hundred eighty (180) days of a written request by the County, Comcast shall, relocate no more than one (1) PEG origination site during the entire term of this Agreement as follows: (1) Comcast's obligation shall be subject to the same conditions that apply to the PEG Access Channel origination sites as set forth in this Section; and (2) the County shall provide access to such site at least ninety (90) days prior to anticipated use of any new PEG origination site. The County shall be responsible for costs associated with the potential relocation at any point during the franchise.

(d) The County and Comcast agree that all franchise related costs and costs incurred by Comcast for supporting such PEG Access Channels, including any and all equipment and PEG support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

7.4 ADDITIONAL PEG CHANNEL REQUIREMENTS

(a) Comcast shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial cable channels; provided, however, that Comcast is not responsible for the production quality of PEG Access programming.

(b) Comcast shall use its best efforts to maintain the channel assignment for the PEG Access Channel as of the Effective Date and the initial channel assignment for any additional PEG Access Channel described in this Agreement. Notwithstanding the foregoing, Comcast does not

relinquish its ownership of or ultimate right of control over a channel by designating it for access programming use. In the event that Comcast deems a change in any PEG channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall comply with the following requirements:

- (i) Comcast shall provide the County thirty (30) days advance written or electronic notice of any change in PEG channel assignment;
- (ii) Comcast shall provide the County with up to three Thousand Dollars (\$3,000) per Channel for documented out-of-pocket expenses associated with the change.

The requirements herein shall not apply for PEG Channel relocations due to factors not within the Comcast's control, including changes in the channel designation of must-carry Channels or other Federal, state or local requirements. Channel location requirements in commercial programming agreements are deemed within Comcast's control for these purposes.

(c) Comcast shall, to the extent technologically and economically feasible, cooperate with the County and the applicable third party to arrange for programming description information to be available on the digital guide. The cost of such carriage shall be borne by the County or any other entity responsible for programming or managing the PEG Channels, and each such entity shall be responsible for providing the required programming descriptions to the third party vendor used by Comcast to manage the digital guide.

(d) Comcast shall provide at each PEG origination site one complimentary cable drop and Basic service (or equivalent) package, including one (1) converter box, digital adapter, or other end user equipment, for purposes of monitoring the PEG programming content transmitted over the Cable System.

(e) The County or its designated PEG Operator shall require that all local producers of public access programming agree in writing to defend and hold harmless the County and Comcast from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal, state or local laws, rules, and/or regulations; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of an public access facility or Channel. Such indemnification by local producers shall not include the technical signal quality of the PEG channel.

(f) Once the transition period described in Section 7.2 (d) has concluded, the County or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the PEG channel(s).

(k) Comcast shall maintain any and all existing PEG Channel video interconnections between the County and Access providers as of the Effective Date.

7.5 PEG CAPITAL SUPPORT

Within ninety (90) days of the Effective Date, Comcast shall implement the collection of a PEG Capital fee from Subscribers, which fee shall be used to provide a grant to the County for PEG capital and equipment costs associated with the production and distribution of PEG channel programming. The PEG Capital fee from Subscribers and grant to the County provided by Comcast shall be in the amount of Seventy-Two Cents (72¢) per Subscriber per month. Such grant shall be paid to the County on a quarterly basis on or before the same due dates as the payment of Franchise Fees pursuant to Section 6.2 of this Agreement. The first such payment shall be made to the County on or before the deadline for the Franchise Fee payment for the second quarter of 2019. Such grant shall not be offset against any franchise fees remitted or due to the County. Comcast and the County agree that the cost of such grant may be designated as a “cost of franchise requirements” or “external cost” as defined by the FCC and passed through to Subscribers in accordance with applicable law.

SECTION 8 **ENFORCEMENT, INSURANCE AND INDEMINIFICATION**

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Comcast violated any material provisions of this Agreement, it shall informally discuss any alleged violation with Comcast. If these discussions do not lead to resolution of the alleged violation in a reasonable time, the County shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the County does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the County hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days from receipt of the written notice to: (i) respond to the County, if Comcast contests (in whole or in part) the assertion of violation; or (ii) cure such violation by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Comcast must cure the violation shall be extended by the County in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the County.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) or if the County disagrees with Comcast’s challenge of the violation, then the County may deem that Comcast is liable for liquidated damages or any other right or remedy in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast’s failure to comply with certain material provisions of this Agreement may result in injury to the County and because it may be difficult to measure the extent

of such injury, the parties agree to the following liquidated damages for material violations of this agreement, The County may assess liquidated damages against Comcast in the amount of two hundred fifty dollars (\$250.00) per day for each day the material violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b) and the County is not pursuing other penalties or remedies. Such damages shall not be a substitute for specific performance by Comcast or legal action by the County, but shall be in addition to such specific performance or legal action. The amount of all liquidated damages assessed per annum shall not exceed thirty thousand dollars (\$30,000) in the aggregate. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the County. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The County may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.

(c) With respect to liquidated damages assessed, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the County under this Agreement, the County reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the County in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one (1) or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as addressed in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the County Board of Commissioners after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair

hearing applicable to administrative hearings in the State of Maryland. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Board of Commissioners, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The County shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified mail to Comcast. Comcast may appeal such written determination to an appropriate court of competent jurisdiction.

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, within thirty (30) days of the Effective Date and throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the State of Maryland to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the County may recover from the principal and surety any and all liquidated damages and compensatory damages incurred by the County for each of Comcast's violations of the material provisions of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2. An original copy of the bond shall be delivered to the County.

(b) The performance bond shall be in the amount of Five Hundred Thousand Dollars (\$500,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the County. Comcast shall restore the bond to its original level within thirty (30) days after any amount has been paid to the County from the performance bond. The County shall give Comcast twenty (20) business days' notice of its intent to draw from the performance bond.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus, indemnifying the County from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) The County, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the County verifying that Comcast has obtained such alternative insurance. Comcast shall provide the County with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Comcast shall deliver to the County Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement, upon request by the County, and within thirty (30) days of obtaining new insurance coverage or renewal of such insurance coverage throughout the term of this Agreement.

8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the County, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The County shall give Comcast timely written notice of its obligation to indemnify and defend the County. The County agrees that it will cooperate with Comcast to attempt to avoid a default judgment and shall not impede Comcast's ability to defend the claim or action. The obligation to indemnify, defend, save and hold the County harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the County determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the County. Comcast shall not indemnify the County for any claims resulting from acts of willful misconduct or negligence on the part of the County.

8.7 WORKERS' COMPENSATION INSURANCE

Comcast shall obtain and maintain workers' compensation insurance in compliance with State law.

SECTION 9
MISCELLANEOUS

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to a condition reasonably comparable to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the County or property owner may deem any property not removed as having been abandoned and the County may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the County written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The County shall have the right to either require Comcast to remove the property, or remove the property itself and charge Comcast with the costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Unless otherwise expressly stated herein, every notice required under the Franchise or payment to be served upon or made to the County shall be provided by electronic notification or mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

County Administrator
Calvert County Government
175 Main Street
Prince Frederick, MD 20678

With mandatory copies to:

Technology Services Director
Calvert County Government
175 Main Street
Prince Frederick, MD 20678

The County may specify any change of address in writing to Comcast. Every notice to be served upon Comcast shall be sent to:

Comcast of Maryland, LLC.
253 Najoles Road
Millersville, Maryland 21108
Attention: Government Affairs Department

With copies to:

Comcast
7850 Walker Drive, 2nd Floor
Greenbelt, MD 20770
Attention: Government Affairs Department

and

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the County. Each delivery to Comcast or the County shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

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

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the internal laws of the State of Maryland without giving effect to its choice of law provisions. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, County of Calvert, or in the United States District Court for the District of Maryland.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer or assign through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the County.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the County.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than fifty percent (50%) of its equitable ownership in the Cable System without the prior written consent of the County.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast 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 Comcast.

(e) Comcast shall make written application to the County of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The County shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The County shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the County for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the County and Comcast. This Agreement supersedes all prior cable franchise agreements or parts of cable franchise agreements that are in conflict with the provisions herein.

9.9 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the County and Comcast, nor any delay on the part of the County in exercising any rights hereunder, shall operate as a waiver of any such rights of the County or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the County.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the County or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The County and Comcast may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the County and Comcast.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the County and their respective successors and assigns. This Agreement is authorized by Ordinance No. 53-18 dated December 11, 2018 of the Calvert County Board of Commissioners.

[SIGNATURE LINES ON NEXT PAGE]

WITNESS our hands and official seals to this Cable Franchise Agreement.

COUNTY OF CALVERT

By: *Evan K. Slaughenhoupt*

Name: Evan K. Slaughenhoupt, Jr.

Title: President

Date: 12/11/2018

COMCAST OF MARYLAND, LLC.

By: _____

Name: Mary McLaughlin

Title: Regional Senior Vice President

Date: _____