

CABLE FRANCHISE AGREEMENT

BETWEEN

**THE COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND**

AND

COMCAST OF MARYLAND, LLC

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TABLE OF CONTENTS

	Page
SECTION 1 DEFINITIONS.....	2
SECTION 2 GRANT OF FRANCHISE.....	6
2.1 GRANT OF AUTHORITY	6
2.2 TERM OF FRANCHISE	6
2.3 REPRESENTATIONS AND WARRANTIES.....	6
2.4 NON-EXCLUSIVITY	7
2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS	7
2.6 COMPETITIVE EQUITY	7
SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE.....	8
3.1 TECHNICAL REQUIREMENTS	8
3.2 AREA TO BE SERVED.....	8
3.3 SYSTEM TESTS AND INSPECTIONS	10
3.4 EMERGENCY ALERT SYSTEM	11
3.5 RATE DISCRIMINATION	11
3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES	11
3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU'S").....	11
3.8 REPAIRS AND RESTORATION.....	12
3.9 SERVICE AREA MAPS	13
3.10 DISCONNECTION AND RELOCATION	13
3.11 EMERGENCY REMOVAL OF EQUIPMENT	13
3.12 TREE TRIMMING	13
3.13 BROADCAST CHANNELS	14
3.14 SIGNAL SCRAMBLING.....	14
3.15 CONTINUITY OF SERVICE	14
3.16 PARENTAL CONTROL CAPABILITY	14
3.17 PUBLIC NOTICE OF SIGNIFICANT CONSTRUCTION.....	14
SECTION 4 SUBSCRIBER SERVICE STANDARDS	15
4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY	15
4.2 INSTALLATIONS AND SERVICE CALLS	15
4.3 NOTICES.....	16
4.4 BILLING.....	17
4.5 SUBSCRIBER COMPLAINT PROCEDURES.....	17
4.6 DISCONNECTION	18
4.7 SERVICE INTERRUPTIONS.....	18
4.8 PRIVACY	18

SECTION 5 REGULATION BY THE COUNTY	19
5.1 RIGHT TO INSPECT	19
5.2 CONFIDENTIALITY	19
5.3 RIGHT TO CONDUCT COMPLIANCE REVIEW	20
5.4 RESERVED AUTHORITY	20
5.5 POLICE POWERS	20
5.6 NO LIMITATION ON TAXING OR FEE AUTHORITY	21
5.7 PERMITS	21
5.8 REPORTING	21
SECTION 6 COMPENSATION TO THE COUNTY.....	22
6.1 FRANCHISE FEES	22
6.2 QUARTERLY PAYMENTS	22
6.3 QUARTERLY REPORTS	23
6.4 FRANCHISE FEE REVIEW	23
6.5 BUNDLED SERVICES.....	24
SECTION 7 SERVICES TO THE COMMUNITY.....	24
7.1 SERVICES TO COMMUNITY FACILITIES	24
7.2 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (PEG) CHANNELS	25
7.3 HIGH DEFINITION PEG CHANNELS.....	26
7.4 PEG CHANNEL REQUIREMENTS.....	26
7.5 PEG GRANT.....	28
SECTION 8 INSTITUTIONAL NETWORK.....	29
SECTION 9 ENFORCEMENT, INSURANCE AND INDEMNIFICATION.....	29
9.1 VIOLATIONS AND OPPORTUNITY TO CURE	29
9.2 LIQUIDATED DAMAGES	30
9.3 REVOCATION.....	30
9.4 PERFORMANCE BOND.....	31
9.5 INSURANCE.....	31
9.6 INDEMNIFICATION.....	32
9.7 WORKERS' COMPENSATION INSURANCE	33
SECTION 10 MISCELLANEOUS.....	33
10.1 FORCE MAJEURE	33
10.2 REMOVAL OF SYSTEM.....	33
10.3 NOTICES.....	33
10.4 EQUAL EMPLOYMENT OPPORTUNITY.....	34
10.5 CAPTIONS	34

10.6	GOVERNING LAW; VENUE	34
10.7	TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL	35
10.8	ENTIRE AGREEMENT	35
10.9	SEVERABILITY	35
10.10	NO WAIVER OF RIGHTS	36
10.11	CHANGE OF LAW	36
10.12	COMPLIANCE WITH LAWS	36
10.13	THIRD PARTY BENEFICIARIES	36
10.14	APPLICABILITY OF AGREEMENT	36
10.14	CERTAIN CABLE LAW PROVISIONS.....	36

APPENDIX 1: COMPLIMENTARY CABLE SERVICE LOCATIONS

**APPENDIX 2: FIBER LINKS FROM PEG VIDEO ORIGINATION
LOCATIONS**

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 18th day of July, 2019 (hereinafter referred to as the "Effective Date") by and between the County Commissioners of Charles County, Maryland (hereinafter referred to as the "County") and Comcast Cablevision 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 law, the County is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the County's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the County by virtue of a Cable Franchise Agreement dated June 5, 2002, originally granting a cable franchise to Comcast Cablevision of Maryland, Inc.; and

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

WHEREAS, the aforesaid Public 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 Public Rights-of-Way is a valuable property right; and

WHEREAS, the County desires to protect and manage the aforesaid Public Rights-of-Way, establish standards of Subscriber service, oversee a technologically advanced Cable System, maintain an Institutional Network, receive Franchise Fees for Comcast's use of the County's Public 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; and

WHEREAS, the County has performed a community needs assessment and has held a public hearing on October 4, 2016 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; and

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, the County, after affording the public notice and opportunity for comment, has determined 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 purposes of this Agreement, the following terms shall have the meaning given herein, unless otherwise expressly stated. Terms not defined herein shall have the meanings set forth in the Cable Act.

(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 (as defined herein), 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 and the Public, Educational and Governmental ("PEG") access channels required by this 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 (A) 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 (B) 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 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 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) Commercial Cable Channel – Any channel distributed by the Cable System with the exception of Public, Educational, and/or Governmental (PEG) Channels.

(i) Complaint - Any written (including electronic) or credible oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's operation of the Cable System, which is within Comcast's control and requires a corrective measure on the part of Comcast.

(j) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(k) County Cable Law – Chapter 226 of the Charles County Ordinance.

(l) Drop - The coaxial or fiber optic or other cable that connects the distribution portion of the Cable System to a Subscriber's premises.

(m) 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.

(n) FCC - Federal Communications Commission.

(o) Force Majeure - An event or events reasonably beyond the ability of Comcast to control. This includes, but is not limited to, severe or unusual weather conditions, labor strikes, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Comcast and its subcontractors and Affiliates are not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor conduit through which Comcast's Cable System is located, or utility poles to which Comcast's Cable System is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

(p) 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.

(q) 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.

(r) 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, attributable to, or in any way derived from the operation of Comcast's Cable System in the County 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 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 Cable Service;
- (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 Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees on Cable Services;
- (13) convenience fees related to Cable Service;
- (14) early termination fees on Cable Services;
- (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 Cable Service advertising revenues;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) revenue from interactive Cable services;
- (21) fees for any and all Cable music services;
- (22) broadcast retransmission fees;
- (23) regional sports programming fees;
- (24) late payment fees on Cable Services;
- (25) billing and collection fees on Cable Services;
- (26) NSF check charges; and
- (27) Franchise Fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refunded deposits, agency commission fees for unaffiliated third-party advertising sales agencies, any revenues generated by Non-Cable services, 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 shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

- (s) HD - High definition format.

(t) Institutional Network or I-Net - A fiber-optic communications network constructed and/or operated by a Cable Operator that is made available by Comcast for the use by the County, educational institutions, other public institutions.

(u) Leased Access Channel - A channel on the Cable System designated for leased access which Comcast shall make available for use pursuant to the Cable Act.

(v) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(w) 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.

(x) 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, severe or unusual weather conditions or other conditions defined in Force Majeure. Those conditions which are within the control of Comcast include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.

(y) Outlet - An interior receptacle that connects a television set to the Cable System.

(z) Public, Educational and Governmental (PEG) Channels - All PEG Channels that Comcast is required to make available under this Agreement consisting of public, educational, and/or governmental programming.

(aa) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(bb) Public Rights-of-Way - The surface of and the area across, in, over, along, above and below the surface of the public streets, roads, highway, freeways, bridges, tunnels, lanes, paths, public ways or places, alleys, courts, boulevards, sidewalks, ways, drives, circles, waterways, parkways, easements, or similar property, or other public rights-of-way 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.

(cc) SD - Standard Definition format

(dd) Service Interruption - The loss of picture or sound on one or more cable channels.

(ee) State- The State of Maryland.

(ff) Subscriber - A person or entity who lawfully receives, Cable Services 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 Public 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 prohibit Comcast from offering any service over the Cable System that is not prohibited by federal or state law provided it has appropriate authorizations.

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 JULY 17, 2029, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.4 REPRESENTATIONS AND WARRANTIES

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

(1) Comcast is, 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 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. Any such rights which are granted shall not adversely impact the legal authority granted to Comcast under this Agreement and shall not interfere with the existing facilities of Comcast's Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

Subject to Section 10.11, this Franchise is subject to and shall be governed by all lawful and applicable provisions of federal and state laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolutions of the County, including the County Cable Law. Without waiving any of its rights, the County agrees that, to the extent any specific term of this Agreement conflicts with a specific term of the County Cable Law or any other applicable County ordinance, this Agreement shall control. Any amendments to any applicable County ordinance shall not abrogate any contractual rights of Comcast contained herein or impose any new obligations or duties on Comcast that would be inconsistent with this Agreement.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the County reserves the right to grant one or more additional Franchises to construct, operate, and maintain a Cable System within the County.

(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 timely notify Comcast in writing of the submission of the application.

SECTION 3
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENTS

(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) Comcast shall continue to operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the County where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, and shall comply with all current applicable codes, including the National Electrical Safety Code, the National Electric 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) Comcast shall maintain motorized standby power generators capable of powering all headend equipment for at least twenty-four (24) hours and indefinitely with a continuous or replenished fuel supply. 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, maintain sufficient portable motorized generators to be deployed, 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.

3.2 AREA TO BE SERVED

(a) Density. Subject to the density requirements herein, Comcast shall make Cable Service available to residential dwellings 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. Upon request or by ascertainment by Comcast, Comcast shall extend the Cable System into all areas within the County where there is a minimum of twenty (20) occupied residential dwelling units per linear plant mile, aerial or underground, measured in strand footage from the nearest technically feasible point on the active

Cable System trunk or feeder line from which a usable cable signal can be obtained. The term “nearest technically feasible point” means the point of the nearest cable distribution line, not including Drop lines to residential dwellings. Comcast shall complete any extensions within six (6) months after verification by Comcast that an area has met the minimum density standard set forth herein (weather permitting).

(b) Definitions. For purposes of this Section 3.2, a home shall only be counted as a “dwelling unit” if such home is within three hundred (300) feet of the public right of way. Comcast’s obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(c) Service Drop Setback. Any dwelling unit within three hundred (300) feet distance from the nearest cable distribution line shall be entitled to a standard installation rate. For any dwelling unit further than three hundred (300) feet distance from the nearest cable distribution line, Comcast shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections for the portion that exceeds three hundred (300) feet.

(d) Line Extensions. In the event that the density requirements set forth in subsection (a) are not satisfied, Comcast shall extend its Cable System, upon request, to serve a potential Subscriber or Subscribers if such potential 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 twenty (20) homes per mile requirements specified in subsection (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 construction costs of the extension from the nearest technically feasible point on the active Cable System trunk and feeder line from which a usable cable signal can be obtained, based on time and materials. Construction costs do not include the cost of the Drop to the residence.
- ii. By way of example, to reach a requesting Subscriber requires an extension of two miles. There are 6 homes within that two-mile distance. Given that the proposed extension contains 15% of the total number of homes specified in Section 3.2(a) for required service (20 homes per mile or 40 homes over two miles), the Subscriber, with any other Subscribers who wish to contribute, must pay the remaining 85% of the construction costs. If two persons agree to pay this additional cost, they would pay 85% of the construction cost or 42.5% each. The formula described herein may be modified provided all interested parties agree to the modification.
- iii. If Comcast proposes to require a person or persons requesting extension to make a contribution in aid of extension, and Comcast has developed a formal, detailed, time and materials-based cost quotation for such person, and such

person has agreed to make the contribution in aid of extension, then Comcast must (a) notify the County of such requirement; and (b) provide the County with a copy of such detailed, time and materials-based cost quotation. Upon request by the County, Comcast shall provide the County with a detailed, time and materials-based cost quotation developed for any person requesting an extension.

(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. 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 (i.e. telephone and electric utilities) 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. In the event public and/or private funds are made available to pay for placement of wires and/or equipment underground, to the extent other users of the Public Rights-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. Comcast reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.

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 5.3 herein, Comcast, upon written request by the County, shall perform applicable tests to show compliance with FCC standards as needed. Comcast shall provide a report to the County within thirty (30) days of completion of a County requested 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 RATE DISCRIMINATION

Comcast shall not discriminate between or among any individuals in the availability of Cable Service based upon income in accordance with 47 U.S.C. §541(a)(3) or based upon race, color, religion, age, sex, marital status, income or economic status, national origin, sexual orientation, physical or mental disability, or geographic location within the County. Nothing in this Section shall be construed to prohibit:

(a) The temporary reduction or waiving of rates and charges in conjunction with promotional campaigns;

(b) The establishment of different and nondiscriminatory rates and charges and classes of services for commercial Subscribers;

(c) The establishment of reduced bulk rates for residential Subscribers residing in Multiple Dwelling Units; or

(d) The denial of Service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Comcast's employees or agents.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

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

3.7 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.

3.8 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. If Comcast fails 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 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.

3.9 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 and the location of all streets. 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 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 not more than once annually within thirty (30) days after any written request by the County.

3.10 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. Comcast shall have the right to seek reimbursement under any applicable insurance or government program that offers reimbursement for such activities.

3.11 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.

(c) 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. Comcast shall have the right to seek reimbursement under any applicable insurance or government program that offers reimbursement for such activities.

3.12 TREE TRIMMING

(a) Comcast or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public 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(m), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the County.

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 provided their financial and other obligations to Comcast are honored; provided, however, 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 10.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt Cable Service only during periods of minimum use. Under Normal Operating Conditions, when necessary 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.

3.17 PUBLIC NOTICE OF SIGNIFICANT CONSTRUCTION

Comcast shall notify the public prior to commencing any proposed construction that will significantly disturb or disrupt public property or have the potential to present a danger or affect the safety of the public generally. Comcast shall publicize proposed construction work at least one

day prior to commencement of that work by causing written notice of such construction work to be delivered to the County and by notifying those persons most likely to be affected by the work in one of the following ways: by telephone, in person, by mail, by distribution of flyers to residences, or any other manner reasonably calculated to provide adequate notice. A permit filed in accordance with Section 5.7 of this Agreement shall satisfy the written notice requirement to the County.

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) 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.

(b) 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 after 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, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) 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, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agents, 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. For purposes of this Section 4.2, "Standard" installations are those 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 NOTICES

(a) Comcast shall provide written notices 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) Where to locate 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 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 Complaints, which shall include at least the following:

(a) Under Normal Operating Conditions, Comcast shall provide the Subscriber with a response to a written Complaint, including email, within ten (10) business days of its receipt.

(b) If the County is contacted directly about a 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 within ten (10) business days of receipt of the bill 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 a dispute has been resolved.

(d) Comcast shall maintain written Complaint records for inspection by the affected Subscriber at the local Comcast office as indicated in Section 10.3 of this Agreement. 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 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause, including:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service or is engaged in theft of Cable Service.

4.7 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 four (4) 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 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.

4.8 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. 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 this policy and all 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) business 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 County, or its agents, all records required by the FCC and as specified in 47 C.F.R. § 76.1700 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 applicable FCC regulations and this Agreement. The County may not adversely impact the Cable System, or open any unopened vaults, pedestals or conduits without the express permission of Comcast. If a condition creating a serious, clear, and immediate danger to the health, welfare, or safety of the public is found to exist, 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 and alterations to correct the unsafe condition within a reasonable time established by the County.

5.2 CONFIDENTIALITY

(a) The County shall treat information received from Comcast as proprietary or confidential, provided it is 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. 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. Except has provided below, the County shall treat as confidential and not disclose any books, records, reports and information disclosed pursuant to this Agreement that constitute propriety or confidential information provided it is permitted to do so under applicable law, to the

extent Comcast makes the County aware of such confidentiality. Comcast shall be responsible for clearly and conspicuously marking the word "Confidential" on each page that contains confidential and proprietary information.

(b) If the County receives a request from any Person for disclosure of any information designated by Comcast as confidential, 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. Nothing in this Section shall be interpreted as preventing the County from complying with an order rendered by a court of competent jurisdiction.

(c) Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551

5.3 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County at its discretion, but not more than once every three (3) years during the term of this Agreement, may conduct a full compliance review to review whether Comcast has complied with the material terms and conditions of this Agreement, so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review. 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 the thirty-six (36) months immediately previous to the notice. Comcast shall have the opportunity to participate in and be heard as part of the compliance review. 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 compliance review. Comcast shall not be required to disclose any confidential or proprietary information at any compliance review session held in a public forum. Any confidential or proprietary information provided by Comcast shall be subject to the conditions set forth in Section 5.2 above. Within thirty (30) days after the conclusion of the compliance review, the County shall provide Comcast with its written determination regarding Comcast's compliance with the terms and conditions of this Agreement. Any compliance review report shall not contain any confidential or proprietary information disclosed by Comcast during the compliance review.

5.4 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 Public Rights-of-Way.

5.5 POLICE POWERS

Subject to Section 2.5 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. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

5.6 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. The County shall not impose a general utility tax or assessment on Cable Services.

5.7 PERMITS

Comcast shall apply to the County for all generally applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event 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. Comcast shall not be required to obtain permits for Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or for routine maintenance that does not disturb surface grade or block vehicular traffic. Comcast shall pay any and all required permit fees.

5.8 REPORTING

In addition to the other reporting requirements contained in this Agreement, Comcast shall provide the following reports to the County:

(a) Annual Reports

Upon written request, and no more than once every calendar year, Comcast shall submit to the County within thirty (30) days, a report containing the following information covering the prior twelve (12) months:

- (1) A summary of line extension survey requests received from potential Subscribers or the County containing the number and nature of the requests and their disposition;
- (2) A summary showing the number and nature of service calls during the year;
- (3) The status of any rebuild or major new construction projects during the year.
- (4) A summary of the previous year's activities in development of the Cable System, including services begun or discontinued during the reporting year.

(b) Annual Construction Reports

Upon written request, no later than sixty (60) days after the end of its fiscal year, Comcast shall submit a written report to the County of any projected construction for the next two years.

(c) Government Reports

Comcast shall provide to the County, within thirty (30) days of a written request, including email, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents materially pertain Comcast's Cable System within the County.

(d) Operational Records

In accordance with Section 5.2 herein, when reasonably required to assess compliance with the terms of this Agreement and 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 of the first three (3) calendar quarters and forty-five (45) days after the fourth 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 February 15 (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, Comcast shall pay as additional compensation an interest charge at an annual rate equal to the then-current prime interest rate, as published by the Wall Street Journal. 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 REVIEW

Not more than once every three (3) years 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 Franchise Fee 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 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, 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 County's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the County's written notice of determination. In the event an agreement is not reached at mediation or arbitration, 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 shall be paid to the County by Comcast with its next available quarterly Franchise Fee payment due after written notice of the County's final determination of underpayment is received by the Comcast, or if the matter is submitted to mediation, arbitration, or a court of law, within

(60) days of such action. If Franchise Fees have been underpaid, any additional amounts owed shall be subject to interest charges computed from the due date, at the then-current prime interest rate as published by the Wall Street Journal. 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 third-party costs of the review.

(c) No entity employed by the County to conduct a Franchise Fee review 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, subject to 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 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall, at no charge to the County, provide one (1) complimentary standard installation, one (1) Outlet, up to three (3) digital terminal adapters (DTA's or equivalent) and complimentary Basic and Expanded Basic services to the facilities listed in Appendix 1, and upon written request, up to twenty (20) future County public facilities including, but not limited to, the following: County offices, agencies, and other governmental facilities within the County; public elementary and secondary schools in the County; and public libraries in the County (hereinafter "Permitted Free Locations"). Comcast shall continue to maintain the complimentary courtesy Cable Services being provided to Permitted Locations as of the Effective Date. No charge shall be made for installations, except that Comcast may charge for installations more than two hundred twenty-five (225) linear feet from the cable plant, and/or for more than one (1) Drop in each Permitted Location.

(b) Comcast shall not be required to provide the complimentary Cable Service and equipment described in Section 7.1 (a) above to buildings owned by the County and leased to third parties that are not providing government services, locations at which government employees are not regularly stationed, storage facilities or those locations that are not fit or designed for occupancy.

(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. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

(d) If any equipment provided by Comcast under this Section is lost, stolen, or damaged through the fault of the County, then the County rather than Comcast shall be responsible for the cost of replacement or repair of the equipment.

(e) Cable Service may not be resold, except by the express permission of Comcast, or otherwise used in contravention of Comcast’s rights with third parties respecting programming.

7.2 PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNELS

(a) Comcast shall continue to make available to the County the use of four (4) dedicated channels for Public, Educational, and Governmental access, in accordance with this Agreement and Section 611 of the Cable Act. The four (4) channels shall be as follows:

(1) One channel for Government access programming for Charles County, known as of the Effective Date as Charles County Government Television or “CCGTV.”

(2) One channel for Educational access programming for the Charles County Public Schools, known as of the Effective Date as Charles County Public Schools Television or “CCPS TV.”

(3) One channel for Educational access programming for the College of Southern Maryland, known as of the Effective Date as College of Southern Maryland Television or “CSM TV.”

(4) One channel for Public Access programming, known as of the Effective Date as Charles County Local Public Access Television or “LPACC TV.”

(b) Within one hundred eighty days (180) of a written notice from the County, Comcast shall provide one (1) additional SD PEG Channel for exclusive use by the County and/or its designee. 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 and the Comcast headend such that live programming can originate from the selected locations and be distributed via the Cable System to Subscribers in the County. Alternatively, at the County’s discretion, I-Net fiber may be used for the link provided there are available strands. All costs for the additional fiber link shall be paid by the County or from the PEG Capital Grant. In order to request the additional SD digital Access Channel, the existing Access Channels must be programmed at least twenty-four hours per week with non-repetitive, non-character generated, non-alphanumeric, locally-produced PEG Access programming, Monday through Friday, for a minimum of six (6) consecutive weeks. The County must provide Comcast with written documentation evidencing the usage meets the threshold requirement for each current Access Channel.

(c) The County agrees programming on the PEG Channels shall be non-commercial in accordance with applicable law. The County shall have complete control over the content, scheduling, administration and all other programming aspects of all PEG Channels, and may delegate such functions, or a portion of such functions, to appropriate designees. Comcast shall not exercise any editorial control over any PEG Channel programming, except Comcast may refuse to transmit any program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. The PEG Channels shall be provided on the Basic Cable Service, or lowest service tier, and/or as otherwise provided by applicable law or regulation.

7.3 HIGH DEFINITION PEG CHANNELS

(a) In addition to the SD PEG Channels provide for in Section 7.2 above, Comcast agrees to transport and distribute two (2) activated PEG Channels, at the discretion of the County, in HD format within one (1) year of the Effective Date.

(1) Comcast shall carry all components of the PEG HD Channel signals including, but not limited to, video, audio, stereo, and closed captioning associated with the programming. Comcast may implement HD carriage of the PEG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the viewer that is substantially equivalent to similar commercial HD channels carried on the Cable System.

(2) If the PEG HD Channels described above are rebroadcast from current SD PEG Channels, Comcast shall continue to carry the PEG Channels simultaneously in SD format until SD digital Channels are no longer provided over the Cable System.

7.4 PEG CHANNEL REQUIREMENTS

(a) Throughout the duration of this Agreement, Comcast shall continue to maintain connectivity to the video origination points of the PEG Channels, existing as of the Effective Date of the Agreement, and listed in Appendix 2, to Comcast's headend, so long as the County provides Comcast with access to such locations. As long as the I-Net Agreement described in Section 8 remains in force and effect, the connections to the video origination points shall be maintained as part of the I-Net. If for any reason, the I-Net Agreement is terminated during the term of this Franchise, Comcast shall maintain or construct connections to the video origination points of the PEG Channels at its own cost and expense. Comcast shall provide, install and maintain in good working order 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. Comcast shall not be responsible for production or transmission equipment at the video origination points.

(b) Comcast shall maintain the PEG Channels in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain Commercial Cable Channels transmitted to Subscribers on the Cable System, except that it shall not be

responsible for the technical signal quality of programming produced by any PEG Channel programmer.

(c) Within one hundred eighty (180) days of a written request by the County, and at the County's cost and expense, Comcast shall relocate up to one (1) PEG origination site during the entire term of this Agreement as follows: (1) the County shall request the relocation in writing to Comcast; (2) Comcast shall provide a written cost estimate for the requested relocation within (60) days; (3) Comcast's obligation shall be subject to the same conditions that apply to the PEG origination sites as set forth in this Section; and (4) the County shall provide access to such site at least ninety (90) days prior to anticipated use of any new PEG origination site.

(d) The County and Comcast further agree that all costs incurred by Comcast for supporting such PEG channels, including any and all equipment and PEG support grants, and maintenance and repair, 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.

(e) In the event the County or its designee does not program any PEG Channel, Comcast may request the use of this channel subject to written approval by the County. If the County approves Comcast's use of a PEG Channel and, subsequent to such approval, the County requests the utilization of the PEG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the County that it requires such channel for educational and/or governmental use.

(f) Comcast shall transport and deliver the PEG Channels signals at the level of audio and visual quality, picture resolution, and encoding rate functionality, equivalent to that of Commercial Cable Channels transmitted by Comcast to Subscribers on its system.

(g) Comcast shall have no responsibility to improve upon or modify the quality of any PEG Channel content provided to Comcast by any PEG Channel programmer.

(h) Comcast shall use its best efforts to maintain the channel assignments for the PEG Channels as of the Effective Date and the initial channel assignments for any additional PEG Channels 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 7.4(h), Comcast shall comply with the following requirements:

(1) Comcast shall provide the County and Subscribers at least thirty (30) days advance written notice or electronic notice of any change in PEG Channel assignment;

(2) Comcast shall provide the County up to Five Thousand Dollars (\$5,000) per Channel for documented out-of-pocket expenses associated with the change.

The requirements herein shall not apply to PEG Channel relocations due to factors not within 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 purposes of these provisions.

(i) Comcast shall cooperate with the County and the applicable third party to arrange for programming description information to be available on the electronic programming menu. 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.

(j) Comcast shall provide at each PEG origination site one (1) complimentary cable drop, Basic and Expanded Basic Service (or equivalent) package, and one (1) digital terminal adapter (DTA or equivalent), for purposes of monitoring the PEG programming content transmitted over the Cable System.

(k) The County 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.

(l) The County or its designee shall be responsible for providing any necessary studio 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).

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

7.5 PEG GRANT

Comcast shall provide the County with a PEG Capital Grant to be used for capital costs related to PEG Channels and I-Net related costs. The PEG Capital Grant provided by Comcast shall be in the amount of one percent (1%) of Gross Revenue. Such PEG Capital Grant shall be paid to the County on a quarterly basis within thirty (30) days following the end of each of the first three (3) calendar quarter and forty-five (45) days after the fourth 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 31 (for the third quarter), and February 15 (for the fourth quarter). 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
INSTITUTIONAL NETWORK

The terms and conditions regarding the rights and obligations pertaining to the Institutional Network (I-Net) are contained in a separate agreement between the County and Comcast entitled the Institutional Network Maintenance Agreement dated July 18, 2019.

SECTION 9
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

9.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Comcast has not complied with or has violated any material provision of this Agreement, it shall informally discuss any alleged noncompliance or violation with Comcast. If these discussions do not lead to resolution of the problem in a reasonable time and if the County wishes to pursue the matter further, the County shall notify Comcast in writing of the nature of such alleged noncompliance or 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 noncompliance or 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 noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by nature of the noncompliance, it cannot be cured within the thirty (30) day period, 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. If such alleged noncompliance creates a safety hazard placing members of the public in imminent danger, Comcast shall commence cure promptly after notice.

(c) If the violation has not been cured within the time allowed under Section 9.1(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 and/or any other right or remedy in accordance with Section 9.2.

9.2 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 violation continues, provided Comcast has had an opportunity to cure in accordance with Section 9.1(b). 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.

(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. For the purposes of liquidated damages, all similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation or noncompliance event. The amount of all liquidated damages under this Section and civil penalties under the Cable Law shall not exceed twenty thousand dollars (\$20,000) in the aggregate. 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. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

9.3 REVOCAION

(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 in accordance with Section 9.1 above, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure in accordance with Section 9.1 above, with one 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 by reason of Force Majeure as addressed in Section 10.1. 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) If the County wishes to pursue revocation of the Franchise, it shall hold an informal meeting with Comcast to review the alleged violation. If the meeting does not result in a satisfactory resolution, Comcast shall have forty-five (45) days to respond in writing, stating its reasons for objecting to revocation. Following that forty-five (45) day period, Comcast or the County may request a hearing before Board of Commissioners related to revocation. The County shall serve upon Comcast, via certified mail, at least thirty (30) days prior to such hearing, written

notice specifying the time and place of such hearing and the matters to be considered at such hearing, including any allegations of Franchise violations. 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. Comcast shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, 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. A complete verbatim record or transcript shall be made of such hearing. Following the public hearing, Comcast shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing. If, after the public hearing and upon review of Comcast's proposed findings and conclusions, the Board of Commissioners determines the existence of grounds for revocation, it 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 any such decision to a court of competent jurisdiction.

9.4 PERFORMANCE BOND

(a) Comcast shall continue to maintain, 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/or compensatory damages incurred by the County for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 9.1 and 9.2. The County shall give Comcast twenty (20) business days' notice of its intent to draw from the performance bond. The County may not draw from performance bond while an action has been instituted by Comcast to challenge the amount owed. Within thirty (30) days of a request, a copy of the bond shall be provided 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.

9.5 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 VII, indemnifying the County from and against any and all claims for injury or damage to persons or property, both real and personal, for which Comcast is responsible hereunder, 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. Overall limits of liability may be met through any combination of primary and excess liability policies.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability combined single limit 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 9.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 9.5 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 a written request by the County.

9.6 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, but not limited to, 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 as soon as practicable after receipt of a claim or action pursuant to this Section. 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 solely from acts of willful misconduct or negligence on the part of the County, its elected and appointed officials, officers, agents and employees acting in their official capacities.

9.7 WORKERS' COMPENSATION INSURANCE

Comcast shall obtain and maintain workers' compensation insurance in compliance with State laws and regulations. Upon request, Comcast shall provide the County with a certificate of insurance indicating workers' compensation coverage.

SECTION 10 **MISCELLANEOUS**

10.1 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 default under, noncompliance with or in violation of this Agreement during the continuance of such inability. Should Comcast deem any non-compliance or violation under Section 9.1 to be covered by Force Majeure, it shall notify the County in accordance with Section 9.1 herein.

10.2 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 condition prior to the removal. 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.

10.3 NOTICES

Every notice or payment to be served upon or made to the County shall be sent to:

Chief of Information Technology
Charles County, Maryland
County Government Building
200 Baltimore Street
La Plata, MD 20646

The County may specify any change of address in writing to Comcast.

Every notice to be served upon Comcast shall be sent to:

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

With copies to:

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.

10.4 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.

10.5 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.

10.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State of Maryland. 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 Charles, or in the United States District Court for the District of Maryland.

10.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, 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. Action on any transfer application shall be in accordance with applicable FCC regulations and the Cable Act. 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 the application 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.

10.8 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.

10.9 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.

10.10 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.

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

10.11 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.

10.12 COMPLIANCE WITH LAWS

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

10.13 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.

10.14 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 Resolution No. _____ dated JUNE 19TH, 2019 of the Charles County Board of Commissioners.

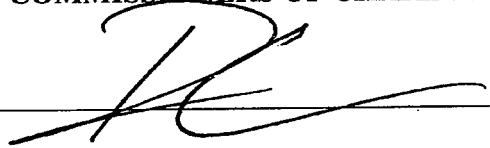
10.15 CERTAIN CABLE LAW PROVISIONS

The County and Comcast agree that the following provisions of the Cable Law shall not apply to Comcast: 5(b); 5(k); 5(l); and 7.

[SIGNATURE LINES ON NEXT PAGE]

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

COUNTY COMMISSIONERS OF CHARLES COUNTY

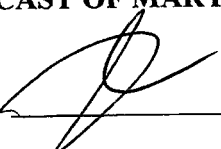
By:  _____

Name: Reuben B. Collins II

Title: President

Date: 6-19-19 _____

COMCAST OF MARYLAND, LLC.

By:  _____

Name: Mary McLaughlin

Title: Regional Senior Vice President

Date: 7/18/19 _____

APPENDIX 1

COMPLIMENTARY CABLE SERVICE LOCATIONS

Comcast will continue to provide the complimentary Cable Service described in Section 7.1 of the Agreement to the public facilities listed below.

Charles County, MD Courtesy Accounts						
#	Facility Name	Street #	Street Name	Apt/ Suite	City	Zip Code
1	911 Center, Communications, EOC	10425	Audie Ln		La Plata	20646-0000
2	County Administrator	200	Baltimore St		La Plata	20646-3580
3	Charles BOE, Annex 1	1000	Radio Station Rd		La Plata	20646-9422
4	Charles County, J Starkey	5980	Radio Station Rd		La Plata	20646-3337
5	Saint Charles High School	5305	Piney Church Rd		Waldorf	20602-3191
6	County Public Library	50	Village St		Waldorf	20602-1837
7	Sheriff's Office	6915	Crain Hwy		La Plata	20646-3956
8	Community Services	8190	Port Tobacco Rd		Port Tobacco	20677-3126
9	Commissioners' Offices	200	Baltimore St		La Plata	20646-3580
10	County Government Satellite Center	3670	Leonardtwn Rd		Waldorf	20601-4615
11	County Dive Rescue	8170	Marshall Corner Rd		Pomfret	20675-3202
12	County Sheriff	3670	Leonardtwn Rd		Waldorf	20601-4616
13	County Treasury	3670	Leonardtwn Rd		Waldorf	20601-4616
14	County Care Unit	10700	Billingsley Rd		White Plains	20695-3075
15	County Courthouse	200	Charles St		La Plata	20646-3599
16	County Crime Lab	100	Kent Ave		La Plata	20646-0000
17	County Public Library	10405	Odonnell Pl	Unit Biz	Waldorf	20603-7207
18	Economic Development	3670	Leonardtwn Rd		Waldorf	20601-4616
19	Sheriff's Department	6855	Crain Hwy	Unit B	La Plata	20646-3926
20	Department of Public Works	10430	Audie Ln		La Plata	20646-0000
21	Old Detention Center	6845	Crain Hwy		La Plata	20646-3926
22	Depart. of Economic Development	10665	Stanhaven Pl	Ste 206	White Plains	20695-3056
23	Gwynn Educational Center	5998	Radio Station Rd		La Plata	20646-3337
24	County Board of Elections	201	E Charles St	1st Flr	La Plata	20646-0000
25	Neil Elementary	12105	Saint Georges Dr	# Re	Waldorf	20602-0000
26	Diggs Elementary	2615	Davis Rd		Waldorf	20603-3823
27	Malcolm Elementary	14760	Poplar Hill Rd		Waldorf	20601-2034
28	Matula Elementary	6025	Radio Station Rd.		La Plata	20646-3369

29	Middleton Elementary	1109	Copley Ave		Waldorf	20602-2906
30	Mitchell Elementary	400	Willow Ln		La Plata	20646-3916
31	Parks Elementary	3505	Livingston Rd		Indian Head	20640-3200
32	Bel Alton VFD	9765	Bel Alton Newtown Rd		Bel Alton	20611-3053
33	Bel Alton VFD	9765	Bel Alton Newtown Rd		Bel Alton	20611-3053
34	Benedict VFD	18210	Hyatt Ave	# Re Biz	Benedict	20612-0000
35	Hughesville VFD	15245	Prince Frederick Rd		Hughesville	20637-2901
36	10th Dist. VFD	7035	Poorhouse Rd		La Plata	20646-0000
37	Bryans Rd. VFD	3099	Livingston Rd		Bryans Road	20616-0000
38	La Plata VFD	911	Washington Ave		La Plata	20646-4246
39	Cobb Island VFD	17069	Cobb Island Rd		Cobb Island	20625-3017
40	Waldorf VFD	3245	Old Washington Rd		Waldorf	20602-3202
41	Elite Gymnastics	2745	Old Washington Rd		Waldorf	20601-3199
42	McDonough HS	7165	Marshall Corner Rd		Pomfret	20675-3047
43	Westlake HS	3300	Middletown Rd		Waldorf	20603-3705
44	Public Works	1001	Radio Station Rd.		La Plata	20646-9423
45	Information Technology	200	Baltimore St		La Plata	20646-3580
46	Information Technology	200	Baltimore St	Unit Res	La Plata	20646-3580
47	Police, La Plata, La Grange	101	La Grange Ave	Ofc Res	La Plata	20646-9503
48	Police, La Plata, La Grange	101	La Grange Ave	# RE	La Plata	20646-9503
49	Life Long Learning Center	12300	Vivian Adams Dr		Waldorf	20601-3604
50	Potomac Library	3225	Ruth B Swann Dr		Indian Head	20640-3038
51	Student Life Dept, CSM	8730	Mitchell Rd		La Plata	20646-2867
52	Mattawoman WWTP	5310	Hawthorne Rd		La Plata	20646
53	County Medical Services	109	La Grange Ave	Ste 101	La Plata	20646-9592
54	Smallwood Middle School	4990	Indian Head Hwy		Indian Head	20640-1747
55	Davis Middle School	2495	Davis Rd		Waldorf	20603-3880
56	Henson Middle School	3535	Livingston Rd		Indian Head	20640-3200
57	John Hanson Middle School	12350	Vivian Adams Dr LOU		Waldorf	20601-0000
58	Somers Middle School	300	Willow Ln		La Plata	20646-3914
59	Stoddert Middle School	2040	Saint Thomas Dr		Waldorf	20602-2101
60	Mattawoman Middle School	10145	Berry Dr		Waldorf	20603-3710
61	North Point High School	2500	Davis Dr		Waldorf	20603-3857
62	White Plains Golf Course	1015	Saint Charles Pkwy		White Plains	20695-3127
63	White Plains Golf Course	1015	Saint Charles Pkwy		White Plains	20646-3580
64	Charles Mall	11110	Mall Circle	Q13	Waldorf	20603-1859
65	La Plata Library	2	Garrett Ave		La Plata	20646-5959

66	La Plata Rescue Squad	2	Calvert St		La Plata	20646-0000
67	Waldorf Rescue Squad	1069	Saint Ignatius Dr		Waldorf	20602-1844
68	Thomas Stone Senior High	3785	Leonardtwn Rd		Waldorf	20601-3652
69	Clark Senior Center	1210	Charles St		La Plata	20646-3940
70	Waldorf Senior Center	3090	Crain Hwy	Apt B	Waldorf	20601-2800
71	Animal Shelter	6707	Animal Shelter Rd		Hughesville	20637-2921
72	Indian Head VFD	4095	Indian Head Hwy		Indian Head	20640-1781
73	Swan Point Water Plant	12100	Swan Point Blvd		Issue	20645-2300
74	Indian Head Senior	1000	Cornwallis Sq.		Indian Head	20640
75	Welcome Center	12480	Crain Hwy		Newburg	20664
76	Breeze Farm Recycling Center	15950	Cobb Island Road		Cobb Island	20625
77	Breeze Farm WWTP	15950	Cobb Island Road		Cobb Island	20625
78	3B Pump Station	1724	St. Charles Parkway		Waldorf	20602
79	Dare Building SAO Child Support	200	East Charles St		La Plata	20646
80	Stagg Hall (Port Tobacco Courthouse)	8450	Commerce Street		Port Tobacco	20677
81	Bel Alton WWTP	9225	Twinberry Dr		Bel Alton	20611
82	Bel Alton High School	9505	Crain Hwy		Bel Alton	20611
83	Bryans RD Water Tower	3099	Livingston Rd		Bryans Road	20616
84	Dept. of Social Services	200	Kent Ave		La Plata	20646
85	Health Dept	4545	Crain Hwy		White Plains	20695
86	Dept. of Human Services Partnership	6	Garret Ave		La Plata	20646
87	CC Courthouse Building # 2		New County Courthouse/Same		La Plata	20646
88	CCSO - New Detention Center	6905	Crain Hwy		La Plata	20646
89	CCFD Company 6 Cobb Island VFD	13290	Main St		Cobb Island	20625
90	CCFD Company 7 Potomac Heights VFD	73	Glymont Rd		Indian Head	20640
91	CCFD Company 12 Waldorf VFD (Westlake)	7000	Saint Floridian Dr		Waldorf	20603
92	CC EMS Co. 61 Newburg VRS	12265	Rock Point Rd		Newburg	20664
93	CSM Waldorf Center	3261	Old Washington Rd		Waldorf	20602
94	C. Paul Barnhart Elementary	5800	Lancaster Cir		Saint Charles	20603
95	Berry Elementary	10155	Berry Rd		Waldorf	20603
96	Dr. Gustavus Brown Elementary	421	University Dr		Waldorf	20602
97	Dr. James Craik Elementary	7725	Marshall Corner Rd		Pomfret	20675
98	Gale-Bailey Elementary	4740	Pisgah-Marbury Rd		Marbury	20658
99	Dr. Thomas L Higdon Elementary	12872	Rock Point Rd		Newburg	20664
100	Indian Head Elementary	4200	Indian Head Hwy		Indian Head	20640
101	Daniel of St. Thomas Jenifer Elementary	2820	Jenifer School Ln		Waldorf	20603

102	Eva Turner Elementary	1000	Bannister Cir		Waldorf	20602
103	William B. Wade Elementary	2300	W. Smallwood Dr		Waldorf	20603
104	TC Martin Elementary	6315	Oliver Shop Rd		Bryantown	20617
105	JP Ryon Elementary	12140	Vivian Adams Dr		Waldorf	20601
106	Piccowaxen Middle School	12834	Rock Point Rd		Newburg	20664
107	La Plata High School	6035	Radio Station Rd		La Plata	20646
108	Lackey High School	3000	Chicamuxen Rd		Indian Head	20640
109	CCPS Academy		Radio Station Rd		La Plata	20646
110	CCPS Maintenance Shop	5965	Radio Station Rd		La Plata	20646
111	CCPS Career and Tech Ctr.	7775	Marshall Corner Rd		Pomfret	20675
112	CCPS Thomas Stone Annex	3795	Leonardtwn Rd		Waldorf	20601
113	Civista Medical Ctr.	701	E. Charles St		La Plata	20646
114	Univ. of MD Fire Service Ext.	5975	Radio Station Rd		La Plata	20646
115	CSM Truck Driving Center	5825	Radio Station Rd		La Plata	20646
116	Charles Co Landfill	12305	Billingsley Rd		Waldorf	20602
117	CSO Indian Head District 2	4401	Indian Head Hwy		Indian Head	20640
118	CCSO Waldorf Station Dist. 3	3220	Old Washington Rd		Waldorf	20602
119	Multi-Generational Building	90	Post Office Rd		Waldorf	20602

APPENDIX 2

FIBER LINKS FROM PEG VIDEO ORIGINATION LOCATIONS

1. Charles County Government Center, 200 Baltimore Street
2. Board of Education Administration Building, 5980 Radio Station Road
3. Charles County Public Schools Annex II, 5955 Radio Station Road
4. College of Southern MD, 8730 Mitchell Road