



FREDERICK COUNTY, MARYLAND
STAFF REPORT CONCURRENCE FORM

To: Office of the County Executive

Date: 03/12/2018

Through (Name of Div. Dir.): Raymond V. Barnes Jr., Chief Administrative Officer

From (Name & Division): Tom Dixon, Chief Information Officer

Phone #: 301-600-2377

RECEIVED

Staff Report Topic:

Comcast Franchise and I-Net IRU Agreements

APR 03 2018

Office of the
County Executive

Time Sensitive? Yes ☒ (if yes, deadline for approval: _____) No ☐

Action Requested by County Executive:

Signature Approval ☒ OR Information Only ☐

Staff Report Review:

This staff report has been thoroughly reviewed first by the appropriate divisions/agencies noted on Page 2 followed by those outlined below:

	Initials	Date	Comments Y/N (Page 2)
<input checked="" type="checkbox"/> Budget Office	RB	3/14/18	N
<input checked="" type="checkbox"/> Finance Division	LD	3/16/18	n
<input checked="" type="checkbox"/> County Attorney's Office	gsm	4/3/18	no
Refer to County Council? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			(To be completed by the Co. Attorney's office.)
<input checked="" type="checkbox"/> Chief Administrative Officer	[Signature]	4-3-18	WDD

<input checked="" type="checkbox"/> County Executive	[Signature]	4/3/18	
Approval to forward to Council? Yes <input type="checkbox"/> No <input type="checkbox"/>			

Other Reviewing Divisions/Agencies:

(Click to place a check mark in the following appropriate spaces.)

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(noted below)</u>
- - Animal Control			
- - Citizens Services			
- - Economic Development			
- - Emergency Management			
- - Fire & Rescue Services			
- - Health Services			
- - Human Resources			
- ✓ - Interagency Information Technologies	<u>MD</u>	<u>3/12/18</u>	<u>N</u>
- - Parks & Recreation			
- - Planning & Permitting			
- - Public Works			
- - Sustainability & Environmental Resources			
- - Transit Services			
- - Utilities & Solid Waste Management			
- - Volunteer Fire & Rescue Services			
- ✓ - Other: <u>Procurement and Contracting Director</u>	<u>JS</u>	<u>3/13/18</u>	<u>Y</u>
- - Other: _____			
- - Other: _____			

Elected Officials or Independent Agencies:

	<u>Initials</u>	<u>Date</u>	<u>Comments Y/N</u> <u>(noted below)</u>
- - Board of Education			
- - Board of Elections			
- - Board of License Commissioners			
- - Frederick Community College			
- - Frederick County Public Libraries			
- - Internal Audit			
- - Sheriff's Office			
- - Social Services			
- - State's Attorney's Office			

Comments:

1. From: NANE FOULKE Date: 3/13/18
PROCUREMENT SUMMARY WILL BE COMPLETED AFTER EXECUTION.

2. From: _____ Date: _____

3. From: _____ Date: _____

4. From: _____ Date: _____



FREDERICK COUNTY GOVERNMENT

DIVISION OF INTERAGENCY INFORMATION TECHNOLOGIES

Jan H. Gardner
County Executive

Tom Dixon, Chief Information Officer

TO: Jan H. Gardner, County Executive

THROUGH: Raymond V. Barnes Jr., Chief Administrative Officer

FROM: Tom Dixon, Chief Information Officer

DATE: April 2, 2018

SUBJECT: Comcast Franchise and I-Net IRU Agreements
IIT Correspondence No.: 18-047

ISSUE:

County Executive approval for the 2018 Comcast Franchise Agreement and the associated Institutional Network (I-Net) Indefeasible Right of Use (IRU) Agreement.

BACKGROUND:

In July 31, 2007, Frederick County Government (FCG) and Comcast formally agreed to a ten year franchise agreement that set the terms and conditions for Comcast to operate in non-incorporated areas of Frederick County in exchange for utilizing FCG rights-of-way to provide service to Comcast subscribers. This ten year non-exclusive agreement has now expired and needs to be renewed.

For the FCG, goals for the franchise agreement renewal included: a) minimizing cost increases for Internet (I Net) Services, b) maintaining unlimited bandwidth while allowing additional connections for the County government when needed in the future; c) increasing the coverage of unserved areas in the County and, d) gaining access to high definition channels for the FCG, FCPS and FCC. Although the negotiations were difficult and protracted, the 2018 Franchise Agreement successfully accomplished these goals.

On April 12, 2016, FCG initiated negotiations to begin the process of renewing the 2007 Comcast Franchise Agreement due to expire on July 31, 2017. As in 2007, the County utilized the services of a consultant, CBG Communications to assist in the negotiations with Comcast. This firm has expertise in the area of franchises and communications systems, such as cable tv services.

The initial phase of the negotiations included a survey of over 1,000 Frederick County residents and a performance review focused on Comcast adherence to operational terms and conditions in the 2007 franchise. The survey and performance review assisted the County in determining Comcast's historical service record and citizen needs in preparation for negotiating the new franchise.

On March 27, 2017, FCG presented a draft version of the 2017 franchise agreement to Comcast. This was followed by a face-to-face meetings to review and discuss this document. Although several key items were agreed to at the initial meeting on May 25, 2017 initial negotiation session, Comcast raised issues with numerous items in the draft agreement. Bi-weekly phone meetings, and an additional face-to-face meetings were then conducted to negotiate these issues. These negotiations extended into 2018 and included revised agreements between Comcast and both the FCG and FCPS.

The attached Franchise Agreement and the associated Institutional Network (I-Net) Indefeasible Right of Use (IRU) Agreement resulted from the above negotiation sessions. Compared to the 2007 Franchise Agreement, key features of the 2018 Franchise Agreement include:

1. The Service Availability Area (Density) has been improved for 2018. Comcast has agreed to provide subscriber service where there are 20 homes or more per road mile compared to 25 homes per mile. In addition, Comcast has agreed, in a separate agreement, to consider providing subscriber service where there are 11 or more subscriber commitments per road mile.
2. The 2017 agreement requires Comcast to maintain a customer service office conveniently located for Frederick County subscribers.
3. The 2017 agreement requires Comcast to upgrade the FCG TV channel to a High Definition (HD) channel in the first year of the new agreement. Two additional HD channel for FCPS and FCC will also be provided in the 3-5 year time frame.
4. The agreement requires Comcast to continue to allow the FCG unlimited use of the legacy I-Net, made up of 78 FCG sites and 19 cross-site links, for an average annual cost of \$100,640. Unlimited I-Net Bandwidth will be maintained for FCG operations.
5. The I-Net agreement also allows FCG to expand and interconnect the I-Net when needed in the future. This cost represents a 90% - 95% savings based on the commercial cost of the I-Net data connections and bandwidth, which are a critical infrastructure resource for FCG.

It should be noted that the Agreement does not include establishing a franchise fee. (Although this could be considered in the future) In addition, since this is a non-exclusive franchise, it does not prevent another firm from entering the cable television market in Frederick County. If another firm wanted to enter the cable television market in Frederick County, a similar to the agreement proposed with Comcast would need to be approved.

In summary, the agreement establishes a solid footing for much needed access to fiber optic cable lines that serve the FCG, local businesses and private residences.

RECOMMENDATION:

IIT recommends the County Executive approve the Franchise Agreement and the associated Institutional Network (I-Net) Indefeasible Right of Use (IRU) Agreement. Funding for the I-Net IRU Agreement is contained in the IIT Operating Budget.

Approve? Yes ✓ No _____

Jan H. Gardner
Jan H. Gardner, County Executive
Frederick County, Maryland

4-3-2018
Date

FUNDING IMPLICATION: Yes

Existing Account Number(s): 10.19.120.999 51305 0000
65.19.565.999 51305 0000

New Account Number: No X Yes _____

Budget Balance: 10.19.120.999 51305 0000 \$926,621.02
65.19.565.999 51305 0000 \$109,854.82

Budget Journal Required: No X Yes _____

Amount of County Funding Requested: \$74,382.49

Other Pertinent Information:

ATTACHMENTS:

Attachment 1 - 2018 Comcast Franchise Agreement

Attachment 2 - 2018 I-Net IRU Agreement

2007 / 2018 Frederick County Comcast Franchise – Key Highlights

Item	2007 Franchise	2018 Franchise
Franchise Term	10 years, 2007 - 2017	10 years, 2018 - 2028
Non-Exclusive Provisions	Included	Included
Service Availability (Density)	Comcast to provide service where there are 25 homes per mile.	Comcast to provide service where there are 20 homes per mile. Agreement to consider providing service when there are 11 subscriber commitments per mile. Agreement for annual meeting to discuss other approaches to further extend service.
Line Extension Complaint Provision	Not Included	Requires Comcast to respond to complaints submitted by the County.
Local Office Provision	Not Included	Requires Comcast to maintain a full service office conveniently located to Frederick County subscribers.
Automatic Credit Resulting from Service Outage	Not included	Automatic credit triggered by outage of 24 continuous hours or more, affecting 10% or more of customers.
Access Use - HD Channels	Not Included	1 HD channel 90 days after written request. 2nd HD channel in 2 years. 3rd HD channel to be considered in 5 years.
Institutional Network (I-NET) Costs	FCG: \$72,602 per year FCPS: \$544,712 per year	FCG: - \$100,640 per year (average). FCPS: - \$592,371 per year (average).
Capital Support	Option for 2 payments of \$215,000 each for Video Services equipment. Would be recovered via a 1% fee to subscribers, if implemented. Was not implemented in previous franchise term.	Option for 2 payments of \$215,000 each for Video Services equipment. Would be recovered via a 1% fee to subscribers, if implemented. No plans to implement in new franchise term.
Franchise Fees	Option for payment of up to 5% of gross cable service revenues. Would be assessed to subscribers, if implemented. Was not implemented in previous franchise term.	Option for payment of up to 5% of gross cable service revenues. Would be assessed to subscribers, if implemented. No plans to implement in new franchise term.

CABLE FRANCHISE AGREEMENT BETWEEN
FREDERICK COUNTY, MARYLAND
AND
COMCAST OF
CALIFORNIA/MARYLAND/PENNSYLVANIA/
VIRGINIA/WEST VIRGINIA, LLC

TABLE OF CONTENTS

SECTION 1. DEFINITIONS	1
SECTION 2. GRANT OF FRANCHISE.....	6
2.1 Grant.....	6
2.2 Use of Rights-of-Way	7
2.3 Term of Franchise	8
2.4 Franchise Nonexclusive	8
2.5 Police Powers	8
2.6 Competitive Equity	8
2.7 Effect of Acceptance.....	9
SECTION 3. FRANCHISE FEE PAYMENTS AND FINANCIAL CONTROLS	10
3.1 Franchise Fees	10
3.2 Payments	10
3.3 Acceptance of Payment.....	10
3.4 Franchise Fee Reports.....	10
3.5 Annual Reports.....	10
3.6 Audits	11
3.7 Late Payments	11
3.8 Underpayments	12
3.9 Alternative Compensation.....	12
3.10 Additional Commitments Not Franchise Fee Payments	12
3.11 Tax Liability	12
3.12 Financial Records.....	12
3.13 Payment on Termination.....	12
3.14 Bundling of Cable Service and Non-Cable Service	13
SECTION 4. ADMINISTRATION AND REGULATION	13
4.1 Authority	13
4.2 Rates and Charges.....	13
4.3 Filing of Rates and Charges	14
4.4 No Rate Discrimination.....	14
4.5 Leased Access Channel Rates.....	14
4.6 Late Fees.....	14
4.7 Performance Evaluation Sessions	15
4.8 Reserved Authority	15
4.9 Time Limits Strictly Construed.....	15
SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS	15
5.1 Indemnification	15
5.2 Insurance Requirements.....	16

5.3	Letter of Credit	17
SECTION 6. CUSTOMER SERVICE		18
6.1	Customer Service Standards	18
6.2	Subscriber Contracts	18
6.3	Subscriber Privacy.....	18
6.4	Local Office.....	18
6.5	Line Extension Complaints.....	18
SECTION 7. REPORTS AND RECORDS		19
7.1	Recordkeeping.....	19
7.2	Maps and Records Required	19
7.3	Reports of Regulatory Violations	19
7.4	Submittal of Documents.....	19
7.5	Annual Reports.....	20
7.6	False Statements.....	20
7.7	Failure to Report.....	20
7.8	Confidential and Proprietary Information.....	20
SECTION 8. PROGRAMMING		21
8.1	Broad Programming Categories.....	21
8.2	Parental Control Device	21
8.3	Continuity of Service Mandatory.....	21
8.4	Services for the Disabled	22
SECTION 9. ACCESS		22
9.1	Access Channels.....	22
9.2	Additional Access Channel	22
9.3	HD Delivery of Access Channels	23
9.4	Management and Control of Access Channels.....	23
9.5	Capital Support.....	24
9.6	Change in Technology	24
9.7	Access Origination Connections.....	25
9.8	Technical Assistance.....	25
9.9	Access Program Listings in Subscriber Guides.....	25
9.10	Access Channel Signal Quality.....	25
SECTION 10. INSTITUTIONAL NETWORK (I-NET) INDEFEASIBLE RIGHT OF USE (IRU).....		26
10.1	Frederick County.....	26
10.2	Frederick County Public Schools.....	26

SECTION 11. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION.....26

11.1	Right to Construct	26
11.2	Right-of-Way Meetings	26
11.3	General Standards	26
11.4	One Call.....	27
11.5	Permits.....	27
11.6	Approval of Plans.....	27
11.7	Notice to Private Property Owners	27
11.8	Coordination.....	27
11.9	Joint Trenching.....	28
11.10	Compliance with Standards	28
11.11	Minimal Interference.....	28
11.12	Prevent Injury/Safety.....	29
11.13	Location of Facilities.....	29
11.14	Underground Construction and Use of Poles	29
11.15	Restoration of Property	30
11.16	Tree Trimming	30
11.17	Discontinuing Use.....	31
11.18	Movement of Cable System Facilities for County Purposes.....	31
11.19	Emergencies	32
11.20	Movement of Cable System Facilities for Other Franchise or Permit Holders	32
11.21	Temporary Movement of Cable.....	32
11.22	Right-of-Way Vacation.....	32
11.23	Reservation of County Use of Right-of-Way	33
11.24	Inspection of Construction and Facilities.....	33
11.25	Stop Work	33
11.26	Contractors and Subcontractors	34

SECTION 12. SYSTEM DESIGN.....34

12.1	Cable System Design	34
12.2	Cable System Characteristics.....	34
12.3	System Interconnections	34

SECTION 13. TECHNICAL STANDARDS AND TESTING35

13.1	FCC Technical Standards.....	35
13.2	Cable System Performance Testing.....	35
13.3	Additional Tests	35
13.4	Standby Power.....	35
13.5	Spare Parts	36
13.6	Emergency Alert and Messaging System	36

SECTION 14. SERVICE EXTENSION AND SERVICE TO PUBLIC BUILDINGS.....36

14.1	Service Availability.....	36
------	---------------------------	----

14.2	Connection of Public Facilities	38
SECTION 15. FRANCHISE VIOLATIONS		38
15.1	Material Franchise Violations	38
15.2	Revocation.....	39
15.3	Termination	40
15.4	Receivership	41
15.5	Alternative Remedies	41
15.6	Assessment of Liquidated Damages	41
15.7	No Offset	43
SECTION 16. ABANDONMENT		43
SECTION 17. FRANCHISE RENEWAL AND TRANSFER		43
17.1	Renewal	43
17.2	Transfer	43
SECTION 18. MISCELLANEOUS PROVISIONS		44
18.1	Equal Employment and Non-discrimination	44
18.2	Notices.....	44
18.3	Captions and Headings.....	45
18.4	Costs and Expenses to be Borne by Grantee	45
18.5	Attorneys' Fees	46
18.6	Binding Effect	46
18.7	Authority to Amend	46
18.8	Venue.....	46
18.9	No Joint Venture	46
18.10	Non-Waiver.....	46
18.11	Cooperation	46
18.12	Cumulative Rights.....	47
18.13	Governing Law.....	47
18.14	Actions of the County or Grantee	47
18.15	No Monetary Recourse	47
18.16	Time Is of the Essence	47
18.17	Force Majeure	47
18.18	Severability.....	48
18.19	Entire Agreement	48
18.20	Third Party beneficiaries	48
18.21	Acceptance	48
EXHIBIT A - Access Origination Return Lines		
EXHIBIT B - Courtesy Service Locations		

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement ("Franchise") is entered into this ____ day of March, 2018, by and between Frederick County, Maryland ("County"), and Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC ("Grantee").

RECITALS

WHEREAS, Grantee holds a franchise authorizing it to own, operate and maintain a Cable System, as defined in the Communications Act of 1934 (the "Communications Act" or "Act") in and along the public Rights-of-Way and streets of the County for the purpose of providing Cable Service;

WHEREAS, the County is authorized to grant franchises for the installation, operation and maintenance of cable systems within the County;

WHEREAS, the County has ascertained the future cable related community needs and interests of County residents and reviewed the performance of Grantee during its current franchise term; and

WHEREAS, the County and Grantee did engage in good faith negotiations and did agree on various provisions regarding the Cable System in the County; and

WHEREAS, the Grantee is willing to accept this Franchise subject to the terms and conditions stated herein, and to abide by these terms and conditions; and

WHEREAS, the County hereby finds that it would serve the public interest of the citizens of the County to grant a cable franchise to the Grantee subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and Grantee do hereby agree as follows:

SECTION 1. DEFINITIONS

For the purpose of this Franchise and Exhibits, the following terms, phrases, words, and their derivations have the meanings given herein, unless the context clearly indicates that another meaning is intended. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

1.1 "Access" means the availability for noncommercial use by various educational or governmental agencies, institutions or organizations in the community, including the County and its designees, of channels on the Cable System to acquire, create, receive, and distribute programming as permitted under applicable law including:

a. “Educational Access” means Channels designated and made available for noncommercial use by educational institutions in the County for the purpose of showing programming related to education.

b. “Government Access” or “Governmental Access” means a Channel designated and made available for noncommercial use by the County for the purpose of showing governmental programming.

c. “Public Access” means a Channel designated and made available for noncommercial use which is utilized by the public who are residents or businesses of the County, including groups and individuals, that is available on a non-discriminatory basis.

1.2 “Access Channel” means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 “Affiliate,” when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee, excluding NBC Universal and its subsidiaries.

1.4 “Bad Debt” means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.5 “Basic Service” means the Cable Service Tier which includes, at a minimum, the retransmission of local television Broadcast Signals.

1.6 “Broadcast Signal” means a television signal transmitted over the air to a wide geographic audience, and received by the Cable System by antenna, microwave, satellite dishes or any other means.

1.7 “Cable Act” means the Communications Act of 1934 as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, and all additional amendments thereto.

1.8 “Cable Operator” means any person or groups of persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.9 “Cable Service” means 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.

1.10 “Cable System” means any facility, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable

Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act (47 U.S.C. §201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. §541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal laws and regulations; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.11 “Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.12 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.13 “Complaint” means a Subscriber contact with the Grantee to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the regulatory control of the County. A Complaint may be verbal or in writing but need not include initial contacts where an issue is promptly resolved to the Subscriber’s satisfaction.

1.14 “Converter” means an electronic device that converts transmitted signals to a frequency or format that permits their reception on an ordinary television receiver.

1.15 “County” means Frederick County, a body politic and corporate under the laws of the State of Maryland.

1.16 “Demarcation Point” means the point between the Cable System and the Subscriber equipment as defined within the FCC rules and regulations concerning inside wiring, as amended from time to time.

1.17 “Designated Access Provider” means the entity or entities designated now or in the future by the County to manage or co-manage Access Channels and facilities. The County may be a Designated Access Provider.

1.18 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System.

1.19 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.

1.20 “Expanded Basic Service” means the Tier of optional video programming services, which is the level of Cable Service received by most Subscribers above Basic Service, and does not include, for example, Premium Services.

1.21 “Facility” or “Facilities” means the component parts of the Cable System whether owned, rented, leased or otherwise controlled by Grantee including, but not limited to, conduit, coaxial cable, fiber-optic cable, amplifiers, taps, connectors, power supplies, electronics, towers, antennas, satellite dishes, optronics and all associated hardware located in the Rights-of-Way.

1.22 “FCC” means the Federal Communications Commission.

1.23 “Franchise” means the document in which this definition appears, i.e., the contractual agreement, executed between the County and Grantee, containing the specific provisions of the authorization granted.

1.24 “Franchise Area” means the unincorporated area within the jurisdictional boundaries of the County during the term of this Franchise.

1.25 “Gross Revenues” means all revenue, as determined in accordance with generally accepted accounting principles (GAAP) that is actually received by the Grantee and its Affiliates and derived from the operation of the Cable System to provide Cable Services in the Franchise Area. Gross Revenues shall include, but are not limited to, Subscriber fees, late fees, installation and reconnection fees, advertising revenues (excluding reasonable advertising sales commissions paid to unaffiliated third party sales agencies), home shopping revenues, revenues from the rental or sale of equipment and franchise fees.

This definition shall be construed so as to include all Gross Revenues from Cable Services to the maximum extent permitted by federal and State law and encompasses Cable Service revenues that may develop in the future, whether or not anticipated. If a change in State or federal law or a decision of the FCC or a court of competent jurisdiction expands or reduces the categories of Cable Service revenue available to the County for franchise fees beyond or less than those permitted under this definition, that change shall be included in the definition of Gross Revenues under this Franchise, within sixty (60) days of receiving a written notice from the County, provided that the County imposes the same requirement upon any other similarly situated multichannel video provider over which the County has jurisdiction and authority to impose such fees.

Gross Revenues shall not include program launch fees and revenues derived from services that are classified as non-cable services under federal law, any taxes on services furnished by Grantee which are imposed directly on any Subscriber or user by the State, the County, the FCC or other governmental unit which are collected by the Grantee on behalf of said governmental unit, Capital Grants referenced in subsection 9.5, refunds or rebates made to Subscribers, and any uncollected receipts (bad debt); provided, however, that all or any part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected. Franchise fees are not a tax and are therefore included in the Gross Revenue calculation.

1.26 “Headend” means the control center of the Cable System, where incoming signals are amplified, converted, processed and/or combined onto a common cable or cables for transmission to Subscribers.

1.27 “Leased Access Channel” means a Channel or portion of a Channel made available by Grantee for programming by others for a fee.

1.28 “Non-Commercial” means, in the context of Access Channels, that particular products and services are not promoted or sold for commercial gain and that the carriage of programming is not in return for compensation (including programming selected by a third party). The term will not be interpreted to prohibit an Access Channel operator or programmer from soliciting and receiving financial support to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution, such as those typically utilized by the public broadcasting service system.

1.29 “Pay-Per-View Service” means programming offered on a per-program or per-event basis for which a separate fee is charged.

1.30 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.31 “Premium Service” means programming choices (such as movie Channels) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.32 “Residential Subscriber” means any Subscriber who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units.

1.33 “Right-of-Way” or “Rights-of-Way” means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the Franchise Area: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements and similar public property and areas.

1.34 “School” means all accredited public elementary, middle and secondary schools and Frederick Community College, but shall not include “home schools”.

1.35 “State” means the State of Maryland.

1.36 “Subscriber” means any Person who or which elects to subscribe to, for any purpose, Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully activated to receive Cable Service from Grantee’s Cable System.

1.37 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. §153(50)).

1.38 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. §153(53)).

1.39 “Tier” means a group of Channels for which a periodic subscription fee is charged.

1.40 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System.

1.41 “Video Programming” means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The County hereby grants to Grantee a franchise renewal and nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, rebuild and upgrade a Cable System for the purpose of providing Cable Service subject to the terms and conditions set forth in this Franchise. This Franchise shall constitute both a right and an obligation to provide the Cable Service required by, and to fulfill the obligations set forth in, this Franchise.

(B) The Grantee is granted the right to operate its Cable System using the County’s Rights-of-Way in compliance with all applicable County codes, ordinances, resolutions, standards, procedures and regulations, provided that in the event of a conflict between the provisions of the County codes, ordinances, resolutions, standards, procedures and regulations and this Franchise, the express provisions of this Franchise shall govern.

(C) Further, the County shall not enact legislation, or implement regulation, which is specific to the Grantee, its Cable System, or this Franchise; provided, however, that the County may enact legislation or implement regulation which applies to all cable operators in the Franchise Area so long as such legislation or regulation does not impair Grantee’s rights under this Franchise.

(D) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable County law.

(E) Each and every provision or condition herein is subject to applicable local, State and federal law and regulations enacted pursuant thereto.

(F) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Franchise.

(G) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization generally required for the privilege of transacting and carrying on a business within the County that may be required by the ordinances and laws of the County;

(2) Any permit, agreement, or authorization required by the County for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the County to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing Facilities on County owned poles, in County owned conduits or in or on other County structures.

(H) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the County has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(I) This Franchise is an authorization to build, maintain, and operate a Cable System and to provide Cable Services. Nothing in this Franchise prohibits Grantee from utilizing the Cable System to provide other services, subject to any requirements of federal law, State law, and local regulations. This Franchise does not relieve the Grantee of any obligation it may have to obtain from the County an authorization to provide non-cable services, Telecommunications Services or information services or relieve the Grantee of its obligation to comply with any such authorization(s) related to those non-cable services that may be lawfully required, provided however, that Grantee shall not be subject to duplicative obligations (for example, the insurance policy obligations set forth herein shall be deemed to satisfy the insurance obligations for any other service).

2.2 Use of Rights-of-Way

(A) Subject to the County's regulatory authority, Grantee may erect, install, construct, repair, replace, reconstruct, upgrade and retain in, on, over, under, upon, across and along the Rights-of-Way within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System within the Franchise Area.

(B) Grantee must follow County-established requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the County's role in protecting public health, safety and welfare, the County may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with the County's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the County, or which is installed without prior County approval of the time, place or manner of installation, where approval is required, and charge Grantee for all the costs associated with removal.

(C) All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located so as to minimize the interference with the proper use of the Rights-of-Way and the rights and reasonable convenience of property owners who own property that adjoin any such Right-of-Way.

2.3 Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect on March __, 2018 (the "Effective Date"), and shall terminate on March __, 2028, unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the County to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the County to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The County may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for cable systems as the County deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the County to adopt and enforce ordinances and resolutions necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all laws, ordinances and resolutions of general applicability enacted, or hereafter enacted, by the County or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The County shall have the right to adopt, from time to time, such ordinances and resolutions as may be deemed necessary in the exercise of its police power.

Nothing in this Franchise shall be construed to limit the lawful exercise of the County's police powers. However, if the lawful exercise of the County's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall negotiate in good faith to modify this Franchise to the mutual satisfaction of both parties to minimize, to the extent practicable, the negative effects on the Grantee and permit the Grantee to comply with such exercise of police power with as little adverse impact on the Grantee as possible.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the County reserves the right to grant one (1) or more additional franchises, or other authorizations, to provide similar wireline video services within the Franchise Area and that the County desires to encourage competitive wireline video service; provided, the County agrees that it shall amend this Franchise to include any material terms or conditions that it makes available in any additional franchise, or other authorization, within ninety (90) days of the Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions"

include, but are not limited to: franchise fees; insurance; security instruments; Access channel and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise, or other authorization, is granted by the County which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the County agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by County and Grantee.

(B) In the event an application for a cable franchise, or other authorization to provide similar wireline video services, is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon the Grantee by registered or certified mail or via nationally recognized overnight courier service not later than thirty (30) days before the County Council conducts a public hearing on the application.

(C) In the event that a wireline video programming distributor provides similar wireline video service to the residents of the County under the authority granted by subsequent applicable federal or State legislation or a regulatory entity other than the County, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The County shall not unreasonably withhold consent to the Grantee's petition.

(D) The County and Grantee recognize and acknowledge that other cable franchises, or other authorizations, granted by the County might contain provisions and conditions that are different than the provisions and conditions that the Grantee has negotiated and accepted in this Franchise. Nothing in this Franchise shall be construed so as to require identical provisions and conditions in other cable franchises, or authorizations, granted by the County; provided, however, that such other cable franchises, or authorizations, taken as a whole, shall not be more favorable or less burdensome than this Franchise.

2.7 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the County's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that no provision, condition or term of this Franchise at the time of the acceptance of the Franchise was unlawful, unreasonable or arbitrary, void or unenforceable.

SECTION 3. FRANCHISE FEE PAYMENTS AND FINANCIAL CONTROLS

3.1 Franchise Fees

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the County's Rights-of-Way, Grantee shall pay, upon receiving ninety (90) days prior written notification from the County, a franchise fee to the County of up to five percent (5%) of Grantee's Gross Revenues. If the County elects to institute a franchise fee within two (2) years from the effective date of this Franchise, then any franchise fee may still be up to five percent (5%) of Grantee's Gross Revenues, but such payment shall be offset by any Capital Grants actually paid as described in subsection 9.5 if the Capital Grants have not been included as a line item on Subscribers' bills. The actual franchise fee percentage shall be specified by the County. Accrual of such franchise fees shall commence ninety (90) days after the date of the notification from the County to Grantee. The parties acknowledge that, at present, applicable federal law limits the County to collecting a franchise fee of five percent (5%) of Gross Revenues in a 12-month period. Grantee agrees that it will not intentionally or unlawfully allocate revenue to NBC Universal and its subsidiaries, or to an Affiliate for the purpose of evading franchise fee payments under this Franchise.

3.2 Payments

Grantee's franchise fee payments to the County shall be computed quarterly for the preceding calendar quarter. Each quarterly payment shall be due and payable no later than forty-five (45) days after the end of the preceding quarter. The quarters shall end respectively on the last day of March, June, September and December.

3.3 Acceptance of Payment

The acceptance of any payment required by the County shall not be construed as an acknowledgement or an accord and satisfaction that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release or waiver of any claim which the County may have for additional sums due and payable.

3.4 Franchise Fee Reports

Each payment shall be accompanied by a written report to the County, verified by the Grantee's Accounting Department, containing an accurate statement in categorized form of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Annual Reports

Upon written request, Grantee shall, within ninety (90) days after the end of each year, furnish to the County a statement stating the total amount of Gross Revenues for that prior year and all payments, deductions and computations for the period. Such statement shall be reviewed by the Grantee's Accounting Department prior to submission to the County.

3.6 Audits

(A) The County shall have the right to inspect books and records of Grantee related to Franchise Fee and other payments made, and to audit and recompute any amounts determined to be payable under this Franchise; provided, however, that any such audit shall commence within thirty-six (36) months following the close of the Grantee's fiscal year to which such audit relates and shall be completed within a reasonable period of time. The books and records necessary to determine the accuracy of the franchise fee payments and all other payments due the County shall be made available to the County within thirty (30) days of a written request of the County.

(B) Upon the completion of any such audit by the County, the County shall provide to the Grantee a final report setting forth the County's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have forty-five (45) days from the receipt of the report to provide the County with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Final Settlement Amount." For purposes of this Section, the term "Final Settlement Amount(s)" shall mean the agreed upon underpayment, if any, to the County by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

(C) The County's reasonable expenses, fees and costs for an audit or financial review shall be borne by the Grantee if the audit or financial review discloses an underpayment of five percent (5%) or more. Both parties agree that the County's reasonable expenses, fees and costs shall not exceed fifteen thousand dollars (\$15,000) for the audit period. In no event shall the audit period or financial review extend beyond three (3) years from the date payment is received.

(D) The Grantee shall pay any "Final Settlement Amount" due the County as a result of the audit or financial review within thirty (30) days of written notice, provided that a copy of the audit or financial review is delivered to the Grantee by the County and is agreed upon by both parties.

(E) Amounts recovered by the County shall be subject to the additional payment of interest as provided for in this Franchise.

3.7 Late Payments

In the event that the franchise fees or any other amounts herein required are not tendered on or before the date due, interest on such fees and amounts shall accrue from the date due at the then current bank prime rate of interest as published in *The Wall Street Journal*.

3.8 Underpayments

If a franchise fee underpayment or any other underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the then current bank prime rate of interest as published in *The Wall Street Journal*, calculated from the date the underpayment was originally due until the date the County receives the payment.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the County through franchise fee payments or Capital Grants is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the County such other compensation as is required by law.

3.10 Additional Commitments Not Franchise Fee Payments

Although the total sum of franchise fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees not to offset or credit, except as allowed under Section 3.1 herein, amounts related to PEG capital support, I-Net capital support, or liquidated damages against any franchise fee payments due to the County, unless permitted by federal law.

3.11 Tax Liability

(A) The franchise fees and Capital Contributions shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the County, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments including the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the County.

(B) Nothing in this Franchise shall be construed to preclude Grantee from exercising any right it may have under law to challenge the lawfulness of any tax, fee, or assessment of general applicability imposed by the County or any State or federal agency or authority, nor shall anything in this Franchise be construed to waive any rights Grantee has under 47 U.S.C. §542 or to waive any rights Grantee may have to withhold payment of applicable taxes during a challenge of such taxes, to the extent permitted by law.

3.12 Financial Records

Upon sixty (60) days written request, Grantee shall provide the County information reasonably necessary to review Grantee's methodology of record-keeping, financial reporting, the computing of franchise fee obligations and other procedures, the understanding of which the County deems necessary for reviewing reports and records.

3.13 Payment on Termination

If this Franchise is revoked in accordance with the procedures set forth in Section 15.2 and the County has implemented a Franchise Fee or Capital Contribution under this Franchise, the

Grantee shall file with the County within thirty (30) days of the date of the termination, a financial statement, certified by Grantee's Accounting Department, showing the Gross Revenues received by the Grantee since the end of the previous calendar quarter. The County reserves the right to satisfy any remaining financial obligations, up to the date of revocation, of the Grantee to the County by utilizing the funds available in the letter of credit or other security provided by the Grantee.

3.14 Bundling of Cable Service and Non-Cable Service

If Grantee bundles Cable Services with non-Cable Services, Grantee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading franchise fee payments under this Franchise. To the extent revenues are received by Grantee for the provision of a bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology in accordance with GAAP, which presently allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card; except that as may be required by federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The County reserves its right to review and to challenge Grantee's calculations under GAAP.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) To the extent permitted under federal, State and local law, the County shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof to any County agent in its sole discretion. In the event that the County delegates regulatory authority pursuant to this section, it shall provide advanced written notice of such delegation to the Grantee.

(B) The Grantee and County shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the effective date of this Franchise. The Grantee and County acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

(C) Nothing in this Franchise shall limit nor expand the County's right of eminent domain under State law.

4.2 Rates and Charges

The County reserves its right to regulate Grantee's cable rates and charges to the full extent authorized by applicable federal, State and local laws.

4.3 Filing of Rates and Charges

(A) Throughout the term of this Franchise, upon written request, Grantee shall provide written notification to the County of its complete schedule of applicable rates and charges for residential Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to provide written notice of its rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Grantee shall apply its rates in accordance with governing law without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability or geographic location within the Franchise Area. Grantee shall permit Subscribers to make any lawful in-residence connections the Subscriber chooses without additional charge nor penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged reasonable service charges by Grantee. Nothing herein shall be construed to prohibit the offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or the Grantee from establishing different rates and charges and classes of service for Commercial Subscribers.

4.4 No Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card), and shall be nondiscriminatory for all Persons of similar classes, under similar circumstances and conditions. Nothing herein shall be construed to prohibit:

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

(B) The offering of reasonable discounts to similarly situated Persons; or

(C) The offering of bulk discounts for Multiple Dwelling Units.

4.5 Leased Access Channel Rates

Grantee shall offer Leased Access Channel capacity on such terms and conditions and rates as may be negotiated with each lessee, subject to the requirements of Section 612 of the Cable Act. Upon written request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.

4.6 Late Fees

The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the Franchise Area without regard to the neighborhood or income level of the Subscriber and shall be in compliance with applicable laws.

4.7 Performance Evaluation Sessions

(A) A performance evaluation session may be held once every five (5) years by the County during the term of this Franchise.

(B) All evaluation sessions shall be open to the public. Grantee shall receive ninety (90) days prior written notice of an evaluation session. The purpose of said evaluation session shall be to review the Grantee's compliance with the terms and conditions of the Franchise.

(C) During review and evaluation by the County, the Grantee shall fully cooperate with the County and/or its designee(s), and subject to the confidentiality provisions of this Franchise, produce such documents or other materials relevant to such evaluation as are reasonably requested by the County. Topics which may be discussed at any evaluation session may include, but are not limited to, compliance with technical standards, construction standards, consumer protection standards, customer service standards and financial reporting.

(D) Within sixty (60) days after the conclusion of such session(s), the County shall issue a written report with respect to the Grantee's compliance. If noncompliance is found which could result in a violation of any of the material provisions of the Franchise, the Grantee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 15.

4.8 Reserved Authority

The County reserves all of its rights and authority arising from the Cable Act and any other relevant provisions of federal, State or local laws.

4.9 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, time shall be deemed to be of the essence.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold harmless the County and any of the County's officers, officials, boards, commissions, agents and employees acting in an official capacity from any action, claim, damage, loss, liability, cost or expense, including court costs and attorneys' fees and expenses, arising from the death of or injury to any Person, or casualty or accident to equipment or property arising out of, or by reason of, any construction, excavation, operation, maintenance, repair, reconstruction, upgrade, rebuild, upkeep or removal of the Cable System, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee, its agents or employees.

(B) Procedures and Defense. The County shall give the Grantee timely written notice of any claim, or of the commencement of, any action, suit or other proceeding covered by the indemnity in this subsection as soon as possible, but in no event more than ten (10) days after

the date the County receives notice, or otherwise is made aware, of a claim, suit, cause of action, or proceeding for which the Grantee is obligated to indemnify the County. If a claim or action arises, the County or any other indemnified party shall then tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The County may participate in the defense of a claim at its own cost and expense and, in any event, Grantee may not agree to any settlement of claims financially affecting the County without the County's prior written approval. In the event that the County does not consent to the terms of any such settlement, Grantee's obligation to indemnify the County shall in no event exceed the amount of such settlement, provided that the County is released from any liability related thereto. The County agrees that it will take all necessary action to avoid a default judgment and not prejudice the Grantee's ability to defend the claim or action.

(C) Grantee's Duties. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duties of defense and indemnification under this subsection.

(D) Other Counsel. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the County and the counsel selected by Grantee to represent the County, Grantee shall select other counsel who has no conflict with the County.

(E) Grantee shall not be required to indemnify the County for negligence or misconduct on the part of the County or its officers, officials, boards, commissions, agents, or employees or related to programming carried on any Access Channel, Channels leased pursuant to 47 U.S.C. §532, or to operations of the Access Channels.

5.2 Insurance Requirements

(A) General Requirement. Grantee must have adequate insurance during the entire term of this Franchise to protect the County against claims for death or injuries to Persons or damages to property or equipment for which Grantee is responsible.

(B) Minimum Insurance Limits. The Grantee shall maintain the following insurance limits:

(1) Commercial General Liability: \$3,000,000 per occurrence, \$3,000,000 general aggregate and \$3,000,000 products/completed operations aggregate.

(2) Automobile Liability: \$3,000,000 combined single limit.

(3) Workers Compensation Insurance limits in accordance with State law requirements.

(4) Excess or Umbrella Liability: \$5,000,000 each occurrence and \$5,000,000 policy limit. Overall limits of liability may be met through any combination of primary and excess liability policies of the Grantee.

(C) Endorsements. Commercial General Liability insurance policies are to contain, or be endorsed to contain, the following:

(1) The Grantee's insurance coverage shall be primary insurance with respect to the County. Any insurance, self-insurance, or insurance pool coverage maintained by the County shall be in excess of the Grantee's insurance and shall not contribute to it, but only with respect to losses for which the Grantee is responsible hereunder.

(2) The Grantee's insurance shall name the County as an additional insured.

The insurance provided herein shall state that notice of cancellation will be given in accordance with policy provisions. If the insurance is canceled or reduced in coverage below the requirements of this Section, Grantee shall provide a replacement policy.

(D) Verification of Coverage. The Grantee shall furnish the County with signed certificates of insurance upon acceptance of this Franchise. The Grantee will notify the County promptly if there are any material changes to any of the insurance coverages listed above. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. It is acknowledged that facsimile signatures satisfy the signature requirement of this subsection.

(E) No Limitation. Grantee's maintenance of insurance policies required by this Franchise shall not be construed to limit, or otherwise alter, the liability of Grantee to the coverage provided in the insurance policies, or otherwise limit, or alter, the County's recourse to any other remedy available at law or in equity.

5.3 Letter of Credit

(A) Grantee shall continue to maintain a letter of credit from a financial institution licensed to do business in the State in the amount of fifty thousand dollars (\$50,000). In the event of any transfer of this Franchise, the County may require the new grantee to increase the amount of the letter of credit to one hundred thousand dollars (\$100,000).

(B) Following the notice and cure procedures in Section 15.1 herein, such letter of credit may be drawn on in the case of any default or failure of Grantee to pay any amount due under the Franchise. The County shall give Grantee ten (10) days' notice of its intent to draw from the letter of credit. Upon drawing on the letter of credit, the County shall notify Grantee in writing via certified mail within three (3) business days. Grantee shall, within ten (10) business days of receipt of such notification, take action required to restore the letter of credit to its original full amount. If Grantee commences litigation or other legal process to dispute the alleged default, Grantee's obligation to restore the letter of credit shall be stayed pending final resolution of the litigation. The Grantee reserves the right to seek an injunction to block the County from drawing from the letter of credit. If it is determined through a judicial process that is no longer subject to appeal that the County has erroneously drawn on the letter of credit, the amount withdrawn shall be paid back to Grantee within twenty (20) days of the final judicial determination.

(C) Within thirty (30) calendar days of the expiration or authorized transfer of the Franchise, if Grantee is no longer operating the Cable System, then the County will return the original letter of credit and any amendments to the issuing bank for cancellation.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

(A) Grantee shall comply with applicable FCC customer service standards for Cable Service, 47 CFR § 76.309, as those standards may be amended from time to time.

(B) Under Normal Operating Conditions, Subscribers that experience a significant outage of all Cable Service of twenty-four (24) continuous hours or more shall receive an automatic credit on their bills for all applicable Cable Services in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out or a uniform average refund across all affected Subscribers where the number of affected Subscribers makes individualized calculations impracticable provided that such outage affects ten percent (10%) or more of Grantee's cable Subscribers in the Franchise Area. This automatic credit is not applicable in the event of a widespread power outage.

(C) Grantee shall employ an adequate number of technicians to sufficiently address customer service issues in the Franchise Area. The handling and resolution of customer service matters, including, but not limited to, customer service requests and complaints, are the responsibility of the Grantee.

6.2 Subscriber Contracts

Grantee shall not enter into a contract with any Residential Subscriber which is in any way inconsistent with the terms of this Franchise, or the requirements of any applicable customer service standard. Upon request, Grantee will provide to the County a sample of the Residential Subscriber contractual terms and conditions.

6.3 Subscriber Privacy

Grantee will comply with all applicable federal and state privacy laws, including the provisions of 47 U.S.C. §551.

6.4 Local Office

Grantee shall maintain a full-service customer service office conveniently located to Frederick County Subscribers which shall be open to serve customers during Normal Business Hours. Grantee shall maintain options for equipment return and exchange, as well as bill payment, within the County for the term of this Franchise.

6.5 Line Extension Complaints

Upon written request, Grantee shall provide detailed written information to the County on each line extension complaint that it receives from the County. Grantee shall provide a summary of

the review that was made to determine Grantee's decision whether to provide service or not, and the detailed support for Grantee's decision, including the cost that potential new subscribers would be required to pay for Grantee to extend the system.

SECTION 7. REPORTS AND RECORDS

7.1 Recordkeeping

Grantee's books and records shall be maintained in accordance with all federal, State and local laws, rules and regulations. The County shall have the right to inspect and copy all books and records, including documents in whatever form maintained, including electronic media, to the extent that such books and records are necessary for the enforcement of this Franchise. The inspection shall take place during normal business hours, upon reasonable written notice by the County of not less than ten (10) business days, and at Grantee's local office. Subject to the provisions of federal and State public information statutes and regulations and consistent with Section 7.8, the County shall take reasonable steps to protect the proprietary and confidential nature of any such documents to the extent that such documents are identified as proprietary and confidential by the Grantee.

7.2 Maps and Records Required

Grantee shall provide to the County upon written request:

(A) Within ninety (90) days of the effective date of the Franchise, a complete set of strand maps showing the location of the activated Cable System facilities placed in the Rights-of-Way. The maps shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. The Grantee shall provide these maps, in a compatible electronic format. Maps provided hereunder shall be treated as confidential and proprietary in accordance with section 7.8. Thereafter, Grantee shall not be required to provide maps hereunder more than once per calendar year.

(B) A copy of all FCC filings within the previous twelve (12) months which relate specifically to and materially affect the operation of the Cable System in the Franchise Area; and

(C) A list of Grantee's Cable Services, rates and Channel line-up.

7.3 Reports of Regulatory Violations

Upon written request, Grantee shall provide to the County copies of any consent decree or formal determination of violation by any regulatory agency having jurisdiction over Grantee specifically relating to the Grantee's provision of Cable Service in the Franchise Area.

7.4 Submittal of Documents

Grantee shall timely notify the County of any lawsuit that materially affects the operation of Grantee's Cable System within the Franchise Area. Grantee shall, upon written request, submit to the County a copy of any document submitted by Grantee to any federal, State or local courts

if such document directly relates to the operations of Grantee's Cable System within the Franchise Area.

7.5 Annual Reports

Upon written request, thirty (30) days after the end of the first quarter, Grantee shall submit to the County a written report, which shall include the following information:

- (A) The most recently completed annual corporate report;
- (B) A summary of the previous year's activities regarding the development of the Cable System, including, but not limited to, homes passed, beginning and ending plant miles, any technological changes occurring in the Cable System and the number of Subscribers;
- (C) A description of any substantial Cable System expansions commenced or completed in the previous year;
- (D) A description of planned construction, if any, for the current year; and
- (E) A detailed complaint log of written Subscriber Complaints from the previous year.

7.6 False Statements

Any false or misleading statement or representation in any report required by this Franchise (not including clerical errors or errors made in good faith) may be deemed a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the County under this Franchise or otherwise.

7.7 Failure to Report

The intentional failure or neglect of Grantee to file any of the information required under this Franchise (not including clerical errors or errors made in good faith) may, at the County's option, be deemed a breach of this Franchise.

7.8 Confidential and Proprietary Information

The County agrees to treat any written information disclosed by the Grantee as confidential and proprietary to the extent it is marked as such by Grantee and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise and with regard to the County's representatives and agents who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is competitively sensitive. Grantee may make proprietary or confidential

information available for inspection, but not copying or removal of information by the County's representative. In the event that the County has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with the Grantee in protecting such information to the extent allowed by law. Further, in the event of an audit by the County, the County will cooperate in taking such action as necessary to protect the confidential information.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall offer broad categories of video programming services designed to meet the needs and interests of its Subscribers.

8.2 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the parental control or lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with applicable law. Grantee shall incur no liability for any Subscriber's, renter's, or viewer's exercise or failure to exercise such controls.

8.3 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. Grantee reserves the right to deny service or terminate service for good cause, including but not limited to non-payment, theft of service, damage to equipment or abusive conduct directed towards Grantee's employees or agents. The Grantee shall act to the best of its ability so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for repair, maintenance or testing.

(B) In the event of a change of grantee, or in the event a new cable operator acquires the Cable System in accordance with this Franchise, Grantee shall cooperate with the County, new grantee or cable operator in maintaining continuity of Cable Service to all Subscribers.

(C) Under Normal Operating Conditions (as defined in Federal regulations), in the event Grantee willfully fails to operate the Cable System for three (3) consecutive days without just cause, the County may, at its option, operate the Cable System itself or designate another cable operator until such time as Grantee restores service under conditions acceptable to the County or a permanent cable operator is selected.

8.4 Services for the Disabled

Consistent with applicable Federal law, Grantee's facilities and services shall be functionally accessible and usable by individuals with disabilities as may be readily achievable.

SECTION 9. ACCESS

9.1 Access Channels

(A) Grantee shall continue to make available three (3) Standard Definition (SD) format digital Downstream Access Channels. As of the Effective Date, these Access Channels shall be allocated as follows: one (1) Governmental Access Channel for use by the County and two (2) Educational Access Channels to be used by Frederick County Public Schools ("FCPS") and Frederick Community College ("Community College"). The Access Channels shall be made available to all Subscribers without any additional fee or charge in addition to the fee or charge the Subscriber is paying for the Cable Services the Subscriber receives on the Cable System.

(B) All Designated Access Providers and Access users shall cooperate in good faith to ensure the efficient use of Access Channels. In particular, all Designated Access Providers and Access users shall make reasonable accommodation for requests from other similar governmental or educational access entities served by the Cable System to share existing Access Channel time.

(C) The existing channel positions for the Access Channels, namely Channel 18 (FCPS), Channel 19 (the County) and Channel 23 (the Community College) shall be changed by the Grantee only after providing the County and Access Provider not less than sixty (60) days prior written notice. Grantee shall provide reasonable notice to Subscribers, of not less than thirty (30) days, if the change is within the control of Grantee, so that Subscribers are made aware of a change in channel assignment. Grantee shall use its best efforts to keep the Access Channels grouped together.

Except for Access Channel relocations due to channel designations of must carry Channels or other federal or state legal requirements, if Grantee relocates any of the Access Channels, then, Grantee will pay an amount not to exceed eighteen thousand dollars (\$18,000) in verified total expenses to the County, FCPS and the Community College, as applicable, during the duration of this Franchise, for personnel and other expenses needed to facilitate the rebranding efforts.

9.2 Additional Access Channel

Within ninety (90) days of a written request of the County, Grantee shall provide one (1) SD digital Access Channel, beyond those Access channels described in subsection 9.1(A). In order to request the additional SD digital Access Channel, the then existing Access Channels must be programmed at least six (6) hours a day with non-repetitive, non-character generated, non-alphanumeric, locally-produced programming, Monday through Friday, for a minimum of six (6) consecutive weeks. The County must provide Grantee with written, detailed documentation evidencing the usage meets the threshold requirement for each of the current Access Channels.

9.3 HD Delivery of Access Channels

Grantee shall deliver one (1) Access Channel in High Definition Digital format, within ninety (90) days of a written request by the County.

Following the third anniversary of the Effective Date of this Franchise, upon one hundred twenty (120) days written request by the County, Grantee shall make a second HD, Access Channel available.

Following the fifth anniversary of the Effective Date of this Franchise, upon one hundred twenty (120) days written request by the County, Grantee shall meet with the County to discuss, in good faith, provision of a third HD channel for Access programming unduplicated on either of the other two (2) HD Access Channels.

For each HD Access Channel described above, that is a rebroadcast of a current SD Access Channel, Grantee shall continue to carry the Access programming simultaneously in SD format until SD digital channels are no longer provided over the Cable System, and in the event that Grantee offers only HD formatted channels, it shall provide the Access Channels described above in HD format even if the Access Channels do not satisfy the minimum conditions specified above.

The County acknowledges that HD Access Channels may require Subscribers to buy or lease special equipment, available to all Subscribers, and subscribe to those tiers of Cable Service upon which HD channels are made available. Grantee is not required to provide free HD equipment to Subscribers or the County.

9.4 Management and Control of Access Channels

(A) The County shall have the responsibility for identifying the Designated Access Providers and sole and exclusive responsibility for allocating the Access resources under this Section. The County may authorize Designated Access Providers to control and manage the use of any and all Access facilities, including, without limitation, the operation of Access Channels. The County or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise. Grantee shall cooperate with the County and Designated Access Providers in the use of the Cable System and Access facilities.

(B) In accordance with applicable law, the County and/or the Designated Access Provider shall indemnify the Grantee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content or programming aired on any Access Channel and from claims arising out of the County's rules for or administration of Access Programming.

(C) Other than the Access support specifically provided elsewhere in this Franchise, Grantee shall not be required to provide technical or production staff, Access studios, facilities, production equipment, Access origination transmission equipment, or programs, pursuant to this Franchise for the purpose of providing Access programming on the Access Channels. At no time shall the Designated Access Provider be deemed a third-party beneficiary of this Franchise, nor have any rights of enforcement other than through petition to the County.

9.5 Capital Support

(A) Grantee shall pay to the County, upon receiving one (1) year prior written notification from the County, two (2) capital advances (the “Capital Grants”) for Access in the amount of two hundred fifteen thousand dollars (\$215,000) each. Each Capital Grant can be requested by the County at any time during the term of this Franchise, provided that the second Capital Grant payment cannot be requested sooner than one (1) year after the first, in no event will the first Capital Grant be payable by the Grantee prior to March 1, 2019, and in no event shall either Capital Grant be payable within two (2) years of the expiration date of the Franchise.

The Capital Grants are advances of the monthly capital contribution set forth in subsection 9.5(B). These funds shall be used by the County, in its sole discretion, for Access equipment (including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment) or for Access-related facilities renovation or construction in accordance with this Franchise. The County acknowledges that Grantee has the right under federal law to treat the capital grant and the costs of other Franchise requirements as external costs, and Grantee reserves its right to pass those costs through to Subscribers in accordance with applicable law.

(B) Upon receiving ninety (90) days prior written notification from the County, Grantee shall collect from its Subscribers and provide to the County one percent (1%) of Grantee’s Gross Revenues per month (the “Capital Contributions”) for Access capital and I-Net purposes. Grantee shall be entitled to retain the Capital Contributions until it has recouped the capital advances referenced in subsection 9.5(A).

Payments hereunder shall be due and payable no later than forty-five (45) days following the end of each quarter subject to Grantee’s right to recoup the Capital Grants referenced above. The County shall have discretion to allocate the Capital Contributions in accordance with applicable law. The County may adjust the amount of the Capital Contributions on an annual basis (up to the maximum amount specified in this subsection); provided that Grantee is given ninety (90) days advance written notice. To the extent the County makes Access capital investments using County funds prior to receiving a Capital Grant or Capital Contributions, the County is entitled to apply the subsequent Capital Grant and Capital Contributions from Grantee toward such County capital investments.

The County acknowledges that Grantee has the right under federal law to treat the Capital Grants and Capital Contributions as external costs and that Grantee may choose to include them as line items on Subscribers’ bills.

9.6 Change in Technology

In the event Grantee makes any change in the Cable System and related equipment and facilities or in Grantee’s signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access services or programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment and training of Access personnel, to ensure that the capabilities of Access services are not diminished or adversely affected by such change.

9.7 Access Origination Connections

Grantee shall continue to provide throughout the term of this Franchise fiber optic return lines to the headend and hubs from the locations listed in Exhibit A that are designated with Grantee's fiber in order to enable the distribution of Access programming to Residential Subscribers on the Access Channels. At the County's request, Grantee shall provide a digital fiber optic signal transmitter at each of the locations listed in Exhibit A and a companion fiber optic signal receiver at the appropriate receive locations, headend or hub, as well as processing or remodulation equipment at the headend or hubs for Access purposes. The cost for such digital transmission, reception, processing or remodulation equipment attributable to Access channel reception at hubs or headends and delivery to Subscribers shall be borne by the Grantee, while the cost for transmission equipment at the Access Origination location, shall be borne by the County or applicable Access channel programmer. Any costs related to the construction, relocation, or upgrading of return lines, that are not due to the action or inaction of the Grantee, or origination locations shall be the responsibility of the County or the Designated Access Provider. Where said payment is required, it shall be made in advance to the Grantee and is subject to the Grantee providing the County with a detailed estimate of said construction cost. Capital expenditures borne by the County or the Designated Access Provider under this Franchise may be paid out of any Capital Grant or Capital Contribution amounts received by the County under Section 9.5 of this Franchise.

9.8 Technical Assistance

Grantee shall provide to the County technical assistance for Access transport as necessary, upon reasonable request.

9.9 Access Program Listings in Subscriber Guides

If a program guide or menu is managed by Grantee, Grantee will take the necessary steps so that, if the County or Designated Access Provider provides the information, Access Channels and individual programs shall be listed on channel guides and menus in the same detail as for commercial channels. If a program guide or menu is managed by a third party, Grantee will make available to the County and Designated Access Provider, the third-party vendor contact information necessary to participate in the channel guide carried on the Cable System. The reasonable cost of such individual program listings shall be borne by the County, or any other entity responsible for programming or managing the Access Channels, and each such entity shall be responsible for providing the required programming description to the third-party vendor.

9.10 Access Channel Signal Quality

Grantee shall transport and distribute all Access programming without material degradation. Consistent with this requirement, Grantee shall provide all necessary equipment outside the demarcation point at the Access Channel provider's origination point, at Grantee's headend and throughout its distribution system to deliver the Access Channels in whatever format is required under this Franchise. Grantee may implement carriage of Access Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) as long as it does not discriminate against Access Channels with respect to accessibility,

recordability, and signal quality from those of other commercial cable channels of the same format carried on the Cable System. With respect to signal quality, Grantee shall not be required to carry an Access Channel at a higher quality format than that of similar commercial cable channels of the same format delivered by Grantee. For purposes of this subsection, material degradation means where signal quality is noticeably degraded, from the perspective of the viewer, from that provided to Grantee at the demarcation point, but shall not include any conversion of programming from HD resolution to SD resolution in order to program any SD format Access Channels.

SECTION 10. INSTITUTIONAL NETWORK (I-NET) INDEFEASIBLE RIGHT OF USE

10.1 Frederick County

The County and the Grantee have agreed to the terms of a separate I-Net IRU regarding the use of fiber optic network capacity dated March __, 2018.

10.2 Frederick County Public Schools

The Frederick County Public Schools and Comcast Business Communications, LLC have agreed to the terms of a separate Dark Fiber Lease Agreement regarding the use of fiber optic network capacity dated March __, 2018.

SECTION 11. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

11.1 Right to Construct

Subject to the other provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance, operation or extension of Grantee's Cable System.

11.2 Right-of-Way Meetings

Subject to receiving advance written notice, Grantee will make reasonable efforts to participate in discussions organized by the County regarding Right-of-Way issues that may impact the Cable System.

11.3 General Standards

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be durable and installed and maintained in accordance with sound engineering practices. Grantee will take prompt corrective action if it finds that any facilities or equipment in the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law.

11.4 One Call

The Grantee shall participate in the call before you dig program required under State law.

11.5 Permits

(A) No construction, upgrade, rebuild, reconstruction, maintenance, or relocation of Grantee's Cable System, or any part thereof, that disturbs the surface of any street, curb, sidewalk or other public improvement in the Right-of-Way, or impedes vehicular traffic within any Public Rights-of-Way or public land shall be commenced unless applicable permits have been obtained from proper County officials, except that in case of emergency, the Grantee may carry out such work to the extent necessary pending the issuance of such permits, as long as the Grantee acts to secure such permits as soon as possible. Permit applications will be processed in accordance with the normal procedures of the Division of Planning and Permitting or successor department(s). The issuance of such permits shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the requirements herein, Grantee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System.

(B) Grantee is responsible for securing and paying for any and all applicable federal, State and local permits and is responsible for displaying the appropriate permits, upon request, at the work site.

11.6 Approval of Plans

The Grantee shall comply with the Right-of-Way requirements of the County when conducting construction activities in the Rights-of-Way. The County shall undertake reasonable efforts to ensure the timely approval of any required plans submitted by the Grantee.

11.7 Notice to Private Property Owners

Except for emergency maintenance or repairs, the Grantee shall provide reasonable notice to residents in any construction area prior to first entering onto their property to perform any work in conjunction with Cable System construction, upgrade or rebuild, and shall provide reasonable notice to affected residents in advance of any work which will involve excavation, or replacement of poles. The Grantee shall provide affected residents with a local name and phone number they can call to discuss the Grantee's actions.

11.8 Coordination

The Grantee shall cooperate with the Office of Transportation Engineering (Utility Coordinator) and all gas, electric, telephone, water, sewer and other utilities in the placement of its facilities, equipment, or fixtures, to minimize the costs and disruption caused by any construction activities.

11.9 Joint Trenching

Grantee shall endeavor to limit the cutting of streets, sidewalks and other Rights-of-Way through joint trenching. Grantee shall contact the County prior to any street cuts or disturbance of a sidewalk to determine if utilities or Telecommunications companies or other cable operators are scheduled to cut the same street or disturb the same sidewalk. A permit application, when applicable, will satisfy this requirement. Upon discovery of other like plans to disturb the Right-of-Way, Grantee shall contact the other users and, where practicable, plan for joint trenching and boring.

11.10 Compliance with Standards

Grantee shall construct, maintain, operate and repair its Cable System, up to and including the drops to homes and facilities, in accordance with all applicable sections and most current editions and standards of the Occupational Safety and Health Act, National Electrical Safety Code ("NESC") and National Electrical Code ("NEC"), Federal Aviation Administration rules and regulations, FCC and State rules and regulations and applicable provisions of the County Code.

11.11 Minimal Interference

Grantee's Cable System and facilities shall be located and constructed so as:

- (A) Not to endanger or interfere with the health, safety, or lives of Persons or private or public property;
- (B) Not to interfere with improvements the County or others may deem proper to make;
- (C) Not to interfere with the proper use of the Rights-of-Way, public places or public property except to the minimum extent possible during actual construction and/or repair;
- (D) Not to interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction and/or repair; and
- (E) Not to obstruct, hinder, or interfere with any gas, electric, water, or telephone facilities or other utilities located within the County.

The Grantee's Cable System shall be located, erected and maintained so as not to hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not unduly interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof. In the event of such interference, the County may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

11.12 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the County's property or property belonging to any Person. Grantee shall repair, renew, change and improve its facilities to keep them in good repair, and safe and presentable condition.

11.13 Location of Facilities

Upon the County's reasonable request, in connection with the design of any County project, the Grantee will verify the location of its underground System within the Franchise Area by marking on the surface the location of its underground facilities. However, when necessary for the actual design of any County project, the County may request that the Grantee identify the location of its underground System by using available technology that is reasonably acceptable to the County at no expense to the County.

11.14 Underground Construction and Use of Poles

(A) The Grantee shall utilize existing poles and conduit wherever possible.

(B) In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation, agrees to bear the additional cost in excess of aerial installation and underground installation is technically feasible.

(C) In areas where electric and telephone wires are installed underground at the time of Cable System construction, or when such wiring is subsequently placed underground, all Cable System lines shall also be placed underground at no expense to the County, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. Nothing in this Franchise shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment, provided that such related equipment must be placed in accordance with the County's applicable code requirements and rules. Grantee shall be given reasonable notice at the time that such other facilities and equipment are placed underground and shall be entitled to its pro rata share of reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Right-of-Way. In the event that public and/or private funds are not available or do not cover the entire direct and actual cost of the relocation, Grantee 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 to the extent allowed by applicable law.

(D) In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing and removing poles, supports for wires and conductors,

and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be located as designated by the proper County authorities.

(E) The Grantee and the County recognize that situations may occur in the future where the County may desire to place its own cable or conduit for fiber optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the County in any construction by the Grantee that involves trenching or boring, provided that the County has first reasonably notified the Grantee that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring. The Grantee shall allow the County to lay County cables, conduits and fiber optics for use solely by the County for government non-competitive uses in the Grantee's trenches and bores, provided the County shares in the cost of the trenching and boring on a pro rata basis. The County shall be responsible for maintaining its respective cables, conduits and fiber optic facilities buried in the Grantee's trenches and bores under this paragraph.

11.15 Restoration of Property

Grantee is responsible for restoring, replacing or repairing public Rights-of-Way, private property in public Rights-of-Way, public land or any other public property, in accordance with County requirements (including, but not limited to, the Highway Manual), disturbed by Grantee's construction, reconstruction, maintenance, operation or other activity that causes a disturbance to property. Property shall be restored, replaced or repaired at Grantee's sole cost and expense to a condition substantially similar to that prior to the circumstance which caused the disturbance, injury or damage. If a safety issue is involved, temporary restoration shall occur immediately. Absent unusual or extraordinary circumstances, Grantee shall use its best efforts to permanently repair, restore or replace property as quickly as possible, but not later than thirty (30) days from the date of the completion of the work causing the damage. Subject to the County's providing written notice and a reasonable opportunity to cure, in the event Grantee fails to perform replacement, restoration or repair in a satisfactory manner in accordance with County requirements and this Franchise, the County shall have the right to make the correction at the sole expense of Grantee and may demand payment from Grantee, which payment shall be made within thirty (30) days after completion of the work. The County shall submit an itemized list of costs to the Grantee as well as any materials requested by the Grantee to verify such costs. If the Grantee fails to pay the costs, the County may recover such costs through the letter of credit provided by the Grantee.

11.16 Tree Trimming

The Grantee shall have the authority to conduct minimal pruning and trimming for access to Cable System facilities in the Rights-of-Way subject to compliance with the County Code. In situations involving tree trimming activities for construction activities in the Rights-of-Way, the Grantee shall coordinate the trimming with the County per the County Code. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

11.17 Discontinuing Use

Whenever Grantee determines any facility within the Rights-of-Way have no further use or value, Grantee shall notify the County of its intent regarding such discontinuance. Grantee may remove the facilities or request that the County allow them to remain in place. Notwithstanding Grantee's request that any such facilities remain in place, the County may require Grantee to remove the facilities from the Right-of-Way or modify the facilities to protect the public health, welfare, safety and convenience. The County may require Grantee to perform a combination of modification and removal of the facilities. Grantee shall use its best efforts to complete such removal or modification in accordance with a schedule set by the County. Until such time as Grantee removes or modifies the facilities as directed by the County, or until the rights to and responsibility for the facilities are accepted by another Person having authority to construct and maintain such facilities, Grantee shall be responsible for all necessary repairs and relocations of the facilities, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facilities were in active use, and Grantee shall retain all liability for such facilities. If Grantee abandons its facilities, the County may choose to use such facilities for any purpose whatsoever including, but not limited to, Access purposes.

11.18 Movement of Cable System Facilities for County Purposes

(A) The County has the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the County when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the County for public purposes). Such work shall be performed at the Grantee's expense. Absent an emergency, the County shall provide reasonable notice to Grantee, not to be less than thirty (30) days, and allow Grantee the opportunity to perform such action.

(B) In the event of any capital improvement project exceeding five hundred thousand dollars (\$500,000) in expenditures by the County which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the County shall provide at least sixty (60) days' written notice to Grantee. Following notice by the County, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the County. If the County requires Grantee to relocate its facilities located within the Rights-of-Way, the County shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of- Way.

(C) If the Grantee fails to complete this work within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to the Grantee, including all costs and expenses incurred by the County due to Grantee's delay. In such event, the County shall use reasonable efforts to minimize the impact on Grantee's facilities related to any work completed, but the County shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the County.

(D) If public funds are available to any other user of the Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the County shall notify Grantee of such funding and make available proportionate funds to the Grantee within a reasonable timeframe. In the event that funds are not available or do not cover the entire direct and actual cost incurred, Grantee reserves the right to pass its costs, or in the case of partial reimbursement its incremental cost, through to its Subscribers to the extent allowed by applicable law.

11.19 Emergencies

In the event of an emergency, or where the Cable System has been determined by the County to be constituting an imminent danger to health, safety, life or property, Grantee shall remove or relocate any or all parts of the Cable System at the request of the County. If Grantee refuses or fails to comply with the County's request, the County may remove or relocate any or all parts of the Cable System upon reasonable notice to Grantee. The County shall bill the Grantee, or deduct the costs from the letter of credit, for the County's actual costs and expenses in performing the work. The County shall use reasonable efforts to minimize the impact on Grantee's facilities related to any emergency removal, but the County shall not be liable to Grantee for any damages sustained by Grantee or its Subscribers or any other users of the Cable System. Grantee shall be entitled to compensation for expenses incurred for replacement or repair related to any emergency removal by the County to the extent that other users of the Rights-of-Way affected by the same emergency are so compensated.

11.20 Movement of Cable System Facilities for Other Franchise or Permit Holders

If any removal, replacement, modification or disconnection of the Cable System is reasonably required to accommodate the construction, operation or repair of the cables or equipment of another County franchise or permit holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to implement the necessary changes requested by the responsible entity. Grantee may require that the expense of such removal, replacement, modification or disconnection of the Cable System be paid by the benefited party, and Grantee may require payment in advance.

11.21 Temporary Movement of Cable

Upon not less than ten (10) business days written notice, Grantee shall temporarily raise and lower its aerial cable and associated structures upon a request by a person holding a valid permit from the County. The requesting party shall be responsible for all costs and expenses associated with the movement of the cables and structures. Grantee may require prepayment of the fees and expenses. A statement of fees for such temporary raising and lowering of cables and structures shall be provided to the requesting party at the time of the request.

11.22 Right-of-Way Vacation

If any Right-of-Way or portion thereof used by the Grantee is vacated by the County during the term of this Franchise, the Grantee shall, without delay or expense to the County, remove its facilities from such Right-of-Way, and restore, repair or reconstruct the Right-of-Way where such removal has occurred. In the event of failure, neglect or refusal of the Grantee, after thirty (30) days' notice by the County, to restore, repair or reconstruct such Right-of-Way, the County

may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by the County, shall be paid by the Grantee within forty-five (45) days of receipt of an invoice and documentation. If public funds are available to any other user of the Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the County shall notify Grantee of such funding and make available such funds on a pro rata basis to the Grantee within a reasonable timeframe. In the event that funds are not available or do not cover the entire cost incurred, Grantee reserves the right to pass its costs, or in the case of partial reimbursement its incremental costs, through to its Subscribers to the extent allowed by applicable law.

11.23 Reservation of County Use of Right-of-Way

Nothing in this Franchise shall prevent the County from constructing sewers; grading, paving, repairing or altering any Right-of-Way; repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

11.24 Inspection of Construction and Facilities

The County or its designee(s) shall upon written request have the right to inspect all construction and installation work performed subject to the provisions of this Franchise in order to ensure compliance with the terms and conditions of this Franchise and all other applicable law. Any such inspection shall not interfere with the Grantee's operations, except in emergency situations. Except for emergency situations, the County shall provide the Grantee with timely notice of any such inspection(s). The Grantee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

11.25 Stop Work

(A) On notice from the County that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the County, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the County.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

11.26 Contractors and Subcontractors

Any contractor or subcontractor used for work or construction, installation, operation, maintenance, upgrade or repair of Grantee's Cable System must be properly licensed under the laws of the State and in accordance with all applicable local laws and regulations. Each contractor or subcontractor shall have the same obligations with respect to its work as Grantee would have if the work were performed by Grantee. Grantee shall employ contractors and subcontractors to perform work for it who are trained and experienced in their duties. Grantee shall be responsible and liable for ensuring that the work performed is consistent with the obligations of this Franchise and applicable laws, regulations, policies and procedures, and shall be responsible for promptly correcting acts, as necessary, or omissions by any contractor or subcontractor. A contractor or subcontractor shall carry insurance as required by the County.

SECTION 12. SYSTEM DESIGN

12.1 Cable System Design

Grantee shall maintain and operate its Cable System throughout the Franchise Area at a minimum as a 750 MHz hybrid fiber coaxial ("HFC") fiber-to-the-node system architecture. The Cable System has been activated for bidirectional transmissions.

12.2 Cable System Characteristics

The Cable System shall include facilities and equipment that will deliver the services described herein and will be capable of delivering a variety of Cable Services during the term of this Franchise. The Cable System shall be designed to facilitate expansion of such services, and any upgrades shall not adversely impact the mix, quality and level of existing services. The Cable System shall, at all times during the term of this Franchise, meet or exceed the following minimum requirements:

(A) Except as otherwise provided herein, the Cable System shall be capable of providing continuous twenty-four (24) hour daily operation without material degradation of signal quality or loss of services except during conditions beyond the control of the Grantee, such as those outlined in subsection 18.17 of this Franchise.

(B) The Grantee shall ensure that the Cable System complies with all applicable FCC rules and regulations pertaining to cable system leakage and to minimize outside signal ingress to ensure that there is no material degradation of picture quality delivered to Subscribers.

(C) The Cable System shall use equipment generally used in high-quality, reliable, modern cable systems of similar characteristics and design.

12.3 System Interconnections

(A) Grantee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite or other appropriate methods.

(B) Grantee shall continue to maintain all existing interconnections of its cable systems within the Franchise Area.

SECTION 13. TECHNICAL STANDARDS AND TESTING

13.1 FCC Technical Standards

The technical performance of the Cable System shall meet or exceed all applicable federal technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The County shall have the full authority permitted by applicable law to enforce compliance with the FCC technical standards.

13.2 Cable System Performance Testing

(A) Grantee shall perform all applicable tests on its Cable System required to demonstrate that it meets FCC standards and shall maintain written records of its test results. Copies of such test results will be provided to the County upon written request.

(B) Grantee shall promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

13.3 Additional Tests

Where there exists significant evidence which in the judgment of the County reasonably casts doubt upon the reliability or technical quality of the Cable System, the County shall have the right and authority, upon thirty (30) days prior written notice to require Grantee to perform additional applicable tests to show compliance with FCC standards, and to analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the County in performing such testing and shall prepare a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required by the County.

13.4 Standby Power

Grantee shall provide standby power generating capacity at the Headend capable of providing at least twenty-four (24) hours of continuous emergency operation. Grantee shall maintain standby

power system supplies, rated for at least four (4) hours duration, throughout the trunk and distribution networks. Grantee shall also deploy status monitoring equipment at strategic locations throughout its Cable System and in accordance with industry practice, make commercially reasonable efforts to maintain portable motorized generators to be deployed, prior to system failure, in the event that the duration of the power disruption is potentially going to exceed four (4) hours.

13.5 Spare Parts

Grantee shall have immediately available a sufficient supply of spare parts to effect repairs in accordance with the requirements of this Franchise.

13.6 Emergency Alert and Messaging System

Grantee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the Cable System. In the event of a State or local civil emergency, the EAS shall be activated by equipment or other acceptable means as set forth in the State EAS Plan. In accordance with the State EAS Plan, Grantee will override the audio and video on all channels, so long as it is consistent with Grantee's contractual commitments, to transmit EAS alerts received from the designated Local Primary Sources, including LP-1 and LP-2 Stations, assigned by the State EAS Plan to serve the County's Operational Area.

SECTION 14. SERVICE EXTENSION AND SERVICE TO PUBLIC BUILDINGS

14.1 Service Availability

(A) In general, the Grantee shall make Cable Service available to every continually occupiable residential dwelling unit within the Franchise Area where the minimum density is at least twenty (20) continually occupiable residential dwelling units per mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. "Occupiable residential dwelling unit" as used herein shall mean a residence that is occupied or that is in a condition to be occupied and intended for occupancy as living quarters, and shall not include structures that are abandoned or vacant. For purposes of this section, 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. Should, through new construction, an area within the Franchise Area meet the density requirements, Grantee shall provide Cable Service to such area within six (6) months after it confirms that the density requirements have been met following notice from the County or a direct request from a resident, that one (1) or more residents has requested Service. Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise.

(2) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot aerial drop connecting to the exterior demarcation point for Residential Subscribers and at no charge for facilities designated

in subsection 14.2 hereof, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations.

(B) Under Normal Operating Conditions, Grantee shall provide a standard installation of Cable Service within seven (7) days of a request by any potential Residential Subscriber within the Franchise Area, except that this timeframe shall not apply where line extension construction is required to provide such service or where the potential Subscriber requests an installation date beyond seven (7) days. For purposes of this subsection, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. This standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(C) Non-discriminatory Service. Grantee shall not arbitrarily refuse to provide Cable Services to any Person within its Franchise Area. Grantee reserves the right to refuse to provide Cable Service for good cause, including but not limited to non-payment, theft of service, damage to equipment or abusive conduct directed towards Grantee's employees or agents. All Dwelling Units passed by the Cable System in the Franchise Area shall have the same availability of Cable Services to the demarcation point from Grantee's Cable System. Notwithstanding the foregoing, Grantee may introduce new or expanded Cable Services on a geographically phased basis, where such services require an upgrade of the Cable System. Nothing contained herein shall prohibit the Grantee from offering promotions, discounts, or other marketing techniques.

(D) Service to Multiple Dwelling Units (MDUs). The parties 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 the Grantee. Unless the Grantee has entered into a bulk services agreement with the building owner, landlord or governing body, the Grantee shall make available to the individual units of a Multiple Dwelling Unit building all Cable Services offered to other Subscribers in the Franchise Area and shall individually wire units upon request of the property owner or tenant who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the serviceability of the building in accordance with this Section and the Grantee having legal access to the building and individual units.

(E) Customer Charges for Extensions of Service. For unusual circumstances, such as the existence of more than one hundred twenty-five (125) feet of distance from distribution cable to connection of service to customers, or a density of less than that provided in Section 14.1(A), service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of continually occupiable dwelling units per mile in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained and whose denominator equals twenty (20). Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers shall be paid prior to construction.

Example of capital contribution in areas that do not meet the minimum twenty (20) continually occupiable Dwelling Units per mile:

- One (1) mile of new construction is required
- Twelve (12) continually occupiable Dwelling Units will be passed by the new construction and therefore Grantee is responsible for 60% (12/20) of the cost of construction
- Interested residents are responsible for 40% (8/20) of the cost of construction
- If 5 residents are interested in paying a capital contribution for cable TV service each would pay eight percent (8%) of the total cost of construction.

(F) Upon written request from the County, Grantee shall meet with the County annually to discuss public-private partnerships and other methods to potentially extend service to areas of the County that do not meet the density requirement in Section 14.1(A).

14.2 Connection of Public Facilities

For all existing County owned or leased County buildings, fire stations, sheriff stations, Schools and public libraries in the Franchise Area passed by the Cable System that are identified on Exhibit B or are presently receiving complimentary Basic Service and Expanded Basic Service from Grantee, Grantee shall, without charge, continue to provide one drop, any necessary converter, and one (1) outlet of Basic Service and Expanded Basic Service. In addition, upon request, Grantee shall provide, at no cost to the public facility requesting service, a drop, any necessary converter, and one (1) outlet of Basic and Expanded Basic Service to future owned or leased County buildings, fire stations, sheriff stations, Schools and public libraries which are in the Franchise Area and passed by the Cable System. Such future service shall be provided as long as the drop line to such building(s) does not exceed one hundred twenty-five (125) feet or if the County or other entity agrees to pay the incremental cost, including the cost of excess labor and materials. Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. For non-County-owned (or leased) buildings, the requirement for Grantee to provide such service is contingent on the owner of the building granting reasonable access to the building. The public facility shall be responsible for internal building wiring beyond one (1) outlet.

SECTION 15. FRANCHISE VIOLATIONS

15.1 Material Franchise Violations

(A) If the County believes that Grantee has failed to perform any material obligation under this Franchise, the County shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the County, contesting the County's assertion that a default has occurred, and request a meeting in accordance with subsection (B), below; or

(2) cure the default; or

(3) notify the County that Grantee cannot cure the default within thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the County in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the County may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or denies the default and requests a meeting in accordance with subsection (A)(1), or the County orders a meeting in accordance with subsection (A)(3), the County shall set a meeting to investigate said issues and the existence of the alleged default. The County shall notify Grantee of the meeting in writing and such meeting shall take place no less than fifteen (15) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the County determines that a default exists, Grantee and the County may agree on a plan and schedule to cure the default. Absent such agreement, the County shall order Grantee to correct or remedy the default or breach within thirty (30) days or within such other reasonable timeframe, beyond thirty (30) days as the County shall determine. In the event Grantee does not cure the default within such time to the County's reasonable satisfaction, the County may pursue any legal or equitable remedy available under this Franchise or applicable law. The determination as to whether a material violation of this Franchise has occurred shall be within the discretion of the County.

15.2 Revocation

(A) In addition to pursuing any other legal or equitable remedy available under this Franchise or applicable law, the County may revoke this Franchise and rescind all rights and privileges associated with this Franchise in any of the following circumstances:

(1) If Grantee fails to perform any material obligation under this Franchise following notice and opportunity to cure under Section 15.1;

(2) If Grantee willfully fails for more than three (3) days to provide continuous and uninterrupted Cable Service;

(3) If Grantee attempts to evade any material provision of this Franchise, following notice and opportunity to cure under Section 15.1, or to practice any fraud or deceit upon the County or Subscribers; or

(4) If Grantee fails to provide the insurance, letter of credit or other security required by this Franchise following notice and opportunity to cure under Section 15.1.

(B) Prior to pursuing legal or equitable remedies and forfeiture, revocation, or termination of the Franchise, the County shall give written notice to the Grantee. The notice shall set forth the exact nature of the noncompliance. Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the County has not received a timely and satisfactory response from Grantee, it may then seek legal and equitable remedies and a revocation or termination of the Franchise in accordance with this subsection.

(C) The County shall conduct a public hearing.

(1) At least thirty (30) days prior to the public hearing, the County Clerk shall issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing; provide the time, date and location of the hearing; provide that the County shall hear any Persons interested therein; and provide that the Grantee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to question witnesses.

(2) A verbatim transcript shall be made by a court reporter of such proceeding and the cost shall be paid by Grantee.

(3) Within thirty (30) days after the close of the hearing, the County shall issue a written decision.

(D) Grantee shall be bound by the County's decision unless an appeal to a court of competent jurisdiction is filed within thirty (30) days of the date of the County's decision. Grantee and the County shall be entitled to such relief as the court may deem appropriate.

15.3 Termination

(A) If this Franchise expires without renewal and the federal renewal process has not been instituted, or the franchise is otherwise lawfully terminated or revoked, the County may, subject to applicable law require Grantee to maintain and operate its Cable System on a month-to-month basis, not to exceed six (6) months, until a new cable operator is selected.

(B) The County may order the removal of the above-ground Cable System facilities and such underground facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by the County. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment and without affecting electrical or telephone wires or attachments. The indemnification, insurance provisions and letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefor.

(C) If Grantee fails to complete any removal required by subsection 15.3 (B) to the County's satisfaction, after written notice to Grantee, the County may cause the work to be done and Grantee shall reimburse the County for the costs and expenses incurred within thirty (30) days after receipt of an itemized list of the costs and expenses, or the County may recover the costs and expenses through the Grantee's security instruments if Grantee has not paid such amount within the foregoing thirty (30) day time period. Any costs and expenses incurred by the County regarding such removal shall include reasonable attorneys' fees and costs and expenses for work conducted by the County staff or its agents.

(D) Notwithstanding the above, Grantee 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 Grantee from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act and any other lawful authorizations have been obtained.

15.4 Receivership

At the option of the County, subject to applicable law, this Franchise may be revoked after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(A) The receivership or trusteeship is timely vacated; or

(B) The receiver or trustee has timely and fully complied with all the terms and provisions of this Franchise, and has remedied all defaults under the Franchise. Additionally, the receiver or trustee shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver or trustee assumes and agrees to be bound by each and every term, provision and limitation of this Franchise.

15.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar the County or Grantee from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity, although nothing herein is intended to allow duplicative recovery from or duplicative payments by Grantee or its surety(s). The County specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the County under federal, State, or local law (including, for example, Section 635A of the Cable Act).

15.6 Assessment of Liquidated Damages

(A) Because it may be difficult to calculate the harm to the County in the event of a breach of this Franchise by Grantee, the parties agree to liquidated damages as a reasonable estimation of the actual damages in certain instances. To the extent that the County elects to assess liquidated damages as provided in this Franchise and such liquidated damages have been paid, such damages shall be the County's sole and exclusive remedy for such breach or violation.

In no event may liquidated damages be assessed for a time period exceeding one hundred eighty (180) days in any calendar year. Nothing in this subsection is intended to preclude the County from exercising any other right or remedy with respect to a breach that continues past the time the County stops assessing liquidated damages for such breach. Nothing herein is intended to allow duplicative recovery from or duplicative payments by Grantee or its surety(s).

(B) Prior to assessing any liquidated damages, the County shall give Grantee proper notice and a right to cure under Section 15.1.

(C) 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 of receipt by Grantee of the violation notice via certified letter or hand delivery.

(D) Pursuant to the requirements outlined herein, liquidated damages shall not exceed the following amounts:

(1) Seven hundred fifty dollars (\$750.00) per day for failure to build out the Cable System or to make Cable Service available in accordance with the requirements of this Franchise;

(2) Three hundred dollars (\$300.00) per day for material departure from the FCC technical performance standards;

(3) Two hundred dollars (\$200.00) per day for failure to provide the Access Channels or any equipment related thereto or funding which is required;

(4) Two hundred dollars (\$200.00) per day for each material violation of the Customer Service Standards, except for standards that are measured on a quarterly basis;

(5) For failure to meet customer service standards with regard to telephone answering time, time to transfer a call to a customer service representative, or excessive busy signals: if such standards are not met according to federal standards, as such standards may be amended from time to time: one thousand dollars (\$1,000.00) for each quarter in which such standards were not met if the failure was by less than 5%; one thousand five hundred dollars (\$1,500.00) for each quarter in which such standards were not met if the failure was by 5% or more but less than 15%; and two thousand dollars (\$2,000.00) for each quarter in which such standards were not met if the failure was by 15% or more; and

(6) Fifty dollars (\$50.00) per day for failure to provide reports or notices as required by this Franchise.

(E) The amount of liquidated damages per annum shall not exceed twenty thousand dollars (\$20,000) in the aggregate. With respect to liquidated damages assessed herein, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one (1) of the above-referenced categories.

15.7 No Offset

No cost to Grantee arising from a breach or violation of the Franchise shall be recovered from Subscribers as a line item on Subscribers' bills or be offset against any sums due the County as a tax, franchise fee or otherwise regardless of whether the combination of franchise fees and said costs exceeds five percent (5%) of Grantee's Gross Revenues in any 12-month period.

SECTION 16. ABANDONMENT

If the Grantee abandons its Cable System during the Franchise term, the County, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the County, or until the Franchise is revoked and a new grantee is selected by the County; or obtain an injunction requiring the Grantee to continue operations.

SECTION 17. FRANCHISE RENEWAL AND TRANSFER

17.1 Renewal

The County and Grantee agree that any proceedings undertaken by the County that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures or substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

17.2 Transfer

(A) This Franchise and the Cable System shall not be assigned, transferred, sold, or disposed of, in whole or in part, by voluntary sale, sale and leaseback, merger, consolidation, exchange of stock, by provision of a management agreement, or otherwise, or by forced or involuntary sale, without the prior written consent of the County and then only under such conditions as the County may prescribe.

(B) Prior written approval of the County shall also be required where a controlling interest in Grantee is to be acquired during the term of this Franchise in any transaction, or series of transactions, by a person or group of persons, none of whom controlled Grantee, singularly or collectively on the Effective Date of the Franchise. The term "controlling interest" as used herein is not limited to majority stock ownership but includes actual working control in whatever manner exercised.

(C) The approval of a sale, transfer or change in control in one instance shall not render unnecessary approval of any subsequent sale, transfer or change in control.

(D) Approval of a sale, transfer or change in control by the County does not constitute a waiver or release by the County of its rights under this Franchise, whether arising before or after the date of the sale, transfer or change in control, nor does such approval constitute a waiver or release of the rights of the County in and to the Rights-of-Way or public property, or release of any police powers.

(E) A transfer of this Franchise shall be conducted in accordance with the Cable Act and applicable federal rules and regulations, and the requirements set forth in this Franchise. The County may request any information it deems reasonable to evaluate the financial, technical and legal qualifications of the transferee or new controlling party. Grantee, the transferee and new controlling party shall provide the information requested by the County in a timely manner.

(F) A transferee, new controlling party and the Grantee requesting a transfer of this Franchise shall be responsible for the County's reasonable direct and indirect costs, including consultant and attorneys' fees and other fees and expenses of the transfer process in an amount up to fifteen thousand dollars (\$15,000). Notwithstanding the preceding requirement, if the County has implemented a franchise fee under Section 3.1 of this Franchise prior to any transfer, the transferee, new controlling party and the Grantee shall not be responsible for any of the County's costs related to a transfer of this Franchise.

(G) The County's consent to a sale, transfer or change in control shall not be unreasonably withheld.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the County shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an intra-company Affiliate; provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the County and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the County; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Equal Employment and Non-discrimination

Throughout the term of this Franchise, Grantee shall fully comply with all applicable equal employment and non-discrimination provisions and requirements of federal, State and local laws.

18.2 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other an address for the delivery of notices and communications by mail or via nationally recognized overnight courier service. All notices and communications shall be sent to such respective address(es), and such shall be effective upon the date of mailing. At the effective date of this Franchise:

The Grantee's address shall be:

Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC
442 West Patrick Street
Frederick, MD 21701
Attn: Government Affairs Department

With a copy to:

Comcast Cable Communications, Inc.
7850 Walker Drive, 2nd Floor
Greenbelt, MD 20770
Attn: Government Affairs Department

And to:

Comcast Cable Communications, Inc.
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

The County's address shall be:

County Executive
Frederick County, Maryland
12 E. Church Street
Frederick, MD 21701

With a copy to:

Director/CIO
Frederick County, Maryland
12 E. Church Street
Frederick, MD 21701

18.3 Captions and Headings

The captions and headings of the sections and subsections set forth herein are intended solely to facilitate the reading hereof. Such captions and headings shall not affect the meaning or interpretation of this Franchise.

18.4 Costs and Expenses to be Borne by Grantee

Costs and expenses to be borne by Grantee shall include all of the County's costs and expenses that were incurred in publishing this Franchise and any and all notices prior to any public hearing in connection with the issuance of this Franchise. The County will provide Grantee with reasonable documentation to support the costs and expenses that were incurred by the County. Grantee shall

submit payment to the County of such costs and expenses no later than forty-five (45) days after Grantee receives from the County an invoice together with any reasonable documentation therefor.

18.5 Attorneys' Fees

If any action or suit arises in connection with this Franchise other than renewal proceedings, the prevailing party (either the County or Grantee, as the case may be) shall be entitled to recover all of its reasonable attorneys' fees, consultants' fees, costs and expenses in connection therewith in accordance with applicable law, in addition to such other relief as the court may deem proper.

18.6 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

18.7 Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

18.8 Venue

Venue for any judicial dispute between the County and Grantee arising under or out of this Franchise shall be in Circuit Court in Frederick County, Maryland, or federal court in Maryland.

18.9 No Joint Venture

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

18.10 Non-Waiver

The failure of the County at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the County hereafter to enforce the same. Nor shall the waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision. The failure of the Grantee at any time to require performance by the County of any provision hereof shall in no way affect the right of the Grantee hereafter to enforce the same. Nor shall the waiver by the Grantee of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

18.11 Cooperation

The parties recognize that it is in their mutual best interests for the Cable System to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise.

18.12 Cumulative Rights

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

18.13 Governing Law

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Maryland (as amended), the Cable Act as amended, any applicable rules, regulations and orders of the FCC, and any other applicable local, State and federal laws, rules, regulations, legislation or orders (as such now exist, are later amended or subsequently adopted).

18.14 Actions of the County or Grantee

In any action by the County or Grantee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

18.15 No Monetary Recourse

In accordance with Section 635(a) of the Cable Act, the Grantee shall have no recourse against the County or any of its officials, members, employees, or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of the Franchise. The rights of the County under this Franchise are in addition to, and shall not be read to limit, any immunities the County may enjoy under federal, State or local law.

18.16 Time Is of the Essence

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

18.17 Force Majeure

Notwithstanding any other provision of this Franchise, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Franchise due to an event or events reasonably beyond the ability of the Grantee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes and work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Grantee's facilities are attached or to be attached or conduits in which Grantee's facilities are located or to be located.

18.18 Severability

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

18.19 Entire Agreement

This Franchise and Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written agreements or proposals between the parties and cannot be changed orally but only by an instrument in writing executed by the parties. Notwithstanding the foregoing, the parties may enter into other agreements or arrangements in writing, duly executed by the County and Grantee, with respect to the subject matter hereof.

18.20 Third Party Beneficiaries

Except as expressly provided in this Franchise, this Franchise is not intended to, and does not create any rights or benefits on behalf of any Person other than the parties to this Franchise.

18.21 Acceptance

Within sixty (60) days after approval of this Franchise by the County, this Franchise shall be accepted by Grantee by signature below. The failure of Grantee to file such an acceptance shall be deemed a rejection by Grantee, and this Franchise shall then be voidable at the discretion of the County.

IN WITNESS WHEREOF, this Franchise is signed by the parties hereto as of the day and year first above written.

ATTEST:

FREDERICK COUNTY, MARYLAND

County

County Executive

ATTEST:

COMCAST OF CALIFORNIA/MARYLAND/
PENNSYLVANIA/VIRGINIA/
WEST VIRGINIA, LLC

Title: _____

EXHIBIT A

Access Origination Return Lines

GOVERNMENT FACILITIES	ADDRESS	
Winchester Hall	12 E Church Street Frederick, MD 21702	Grantee's fiber
OTHER	ADDRESS	
FCPS -Administration Building	191 S. East Street Frederick, MD 21701	Grantee's fiber
COLLEGE AND UNIVERSITIES	ADDRESS	
Frederick Community College	7932 Opossumtown Pike Frederick, MD 21702	Grantee's fiber

EXHIBIT B

Courtesy Service Locations

<u>Facility</u>			<u>Address</u>			
FCPS	ADMIN	191	SOUTH ST	FREDERICK	MD	21701
BOARD ED	BOARD OF EDUC	115	CHURCH ST	FREDERICK	MD	21701
FREDRICK	COUNTY GOV	520	MARKET ST	FREDERICK	MD	21701
FREDERIC	COUNTY HEALTH	300	SCHOLLS LN	FREDERICK	MD	21701
JUNIOR	FIRE CO-FRED	535	MARKET ST	FREDERICK	MD	21701
UNITED	FIRE ENGINE	79	MARKET ST	FREDERICK	MD	21701
SPRING R	FIRESTATION	6061	SPRING RDG PARK	FREDERICK	MD	21701
FRED CO	FRED CO LIBRA	110	PATRICK ST	FREDERICK	MD	21701
FREDERIC	FREDERICK COM	301	MARKET ST	FREDERICK	MD	21701
FRED CO	FREDERICK COU	430	PINE AVE	FREDERICK	MD	21701
FRED COU	FREDERICK COU	12	CHURCH ST	FREDERICK	MD	21701
FAMILY	PARTNERSHIP	8420	GAS HOUSE PIKE	FREDERICK	MD	21701
ADULT	REC CTR-D POS	121	BENTZ ST	FREDERICK	MD	21701
FREDRICK	SHERIFFS DEPT	110	AIRPORT DR E	FREDERICK	MD	21701
EARTH &	SPACE SCIENCE	210	MADISON ST	FREDERICK	MD	21701
RIDGE	SPRIN	9051	RIDGEFIELD DR	FREDERICK	MD	21701
GOVERNOR	THOMAS JOHN SO	1799	SCHIFFERSTADT B	FREDERICK	MD	21701
CITIZENS	TRUCK CO	9	COURT ST	FREDERICK	MD	21701
MONACACY	VALLEY MONTES	217	DILL AVE	FREDERICK	MD	21701
FREDERIC	WINCHESTER HA	12	CHURCH ST	FREDERICK	MD	21701
CAREER	& TECH CTR	7922	OPOSSUMTOWN PIK	FREDERICK	MD	21702
BOARD ED	BOARD OF EDUC	7630	HAYWARD RD	FREDERICK	MD	21702
BOURNE	BUILDING	355	MONTEVUE LN	FREDERICK	MD	21702
FREDERIC	COUNTY GOV	355	MONTEVUE LN	FREDERICK	MD	21702
FREDERIC	COUNTY GOV	355	MONTEVUE LN	FREDERICK	MD	21702
FREDRICK	COUNTY GOV	355	MONTEVUE LN	FREDERICK	MD	21702
ROCK	CREEK CE	191	WAVERLEY DR	FREDERICK	MD	21702
FORT	DIETRICH POLI	1500	PORTER ST	FREDERICK	MD	21702
FT DETRI	FIRE DEPARTME	1419	SULTAN DR	FREDERICK	MD	21702
FREDERIC	FIRE/RESCUE	340	MONTEVUE LN	FREDERICK	MD	21702
FRED COU	FRED CO ADV L	190	MONTEVUE LN	FREDERICK	MD	21702
FRED COM	FRED COMM COL	7932	OPOSSUMTOWN PIK	FREDERICK	MD	21702
FT DEITR	FT FETRIC YOU	949	SULTAN DR	FREDERICK	MD	21702
FREDERIC	HEPATITIS CLN	350	MONTEVUE LN	FREDERICK	MD	21702
INDEPEND	HOSE CO	310	BAUGHMANS LN	FREDERICK	MD	21702
MIDD	MONOCACY	8009	OPOSSUMTOWN PIK	FREDERICK	MD	21702
RESERVE	RESERVE AT BA	607	WINDVIEW WAY	FREDERICK	MD	21703
UNITED F	WESTVIEW FIRE	5525	NEW DESIGN RD	FREDERICK	MD	21703
FRED CO	911 BACKUP	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704
FR CO PU	COUNTY TRAINI	8349	REICHS FORD RD	FREDERICK	MD	21704
URBANA	FIRE COMP	3602	URBANA PIKE	FREDERICK	MD	21704
FREDERC	FIRE HOUSE	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704
FREDERIC	FIRE RESCUE	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704
FREDERIC	FIRE RESCUE	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704

FREDERIC	FIRE RESCUE	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704
FREDERIC	FIRE RESCUE	5390	PUBLIC SAFTY PL	FREDERICK	MD	21704
FREDERIC	FIRE RESCUE	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704
FREDERIC	FIRE RESCUE	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704
FREDERIC	FIRERESCUE	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704
FREDERIC	FIRERESCUE	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704
STATE	HIGHWAY ADMIN	5111	BUCKEYSTOWN PIK	FREDERICK	MD	21704
FREDERIC	PUBLIC/SAFETY	5370	PUBLIC SAFTY PL	FREDERICK	MD	21704
CARROLL	CARROLL MANOR	5624	ADAMSTOWN RD	ADAMSTOWN	MD	21710
FC	CARROLL MANOR	2795	ADAMS ST	ADAMSTOWN	MD	21710
FC	BRADDOCK HEIG	6715	JEFFERSON BLVD	BRADDOCK HTS	MD	21714
CITY	BRUNSWICK	1	POTOMAC ST	BRUNSWICK	MD	21716
CITY OF	BRUNSWICK	13	A ST	BRUNSWICK	MD	21716
BRUNSWIC	FIRE CO	200	POTOMAC ST	BRUNSWICK	MD	21716
BRUNSWIC	FIRE DEPT	1500	VOLUNTEER DR	BRUNSWICK	MD	21716
BRUNSWIC	GOVERNMENT	601	POTOMAC ST	BRUNSWICK	MD	21716
EMMITSBG	AMBULANCE CO	17701	CREAMERY RD	EMMITSBURG	MD	21727
VIGILANT	HOSE	25	MAIN ST	EMMITSBURG	MD	21727
FRED CO	HIGHWAY & TRA	3401	BURGEE DR	JEFFERSON	MD	21755
JEFFERSN	VOL FIRE CO	4603	LANDER RD	JEFFERSON	MD	21755
LIBERTY	TOWN VOL FIRE	12027	SOUTH ST	LIBERTYTOWN	MD	21762
MIDDLETO	FIREDEP	13	CHURCH ST	MIDDLETOWN	MD	21769
FRED CO	FRED CO BOE A	103	PROSPECT ST	MIDDLETOWN	MD	21769
GREEN	VALLEY	11501	FINGERBOARD RD	MONROVIA	MD	21770
MYERSVIL	FI	301	MAIN ST	MYERSVILLE	MD	21773
FRED CO	HIGHWAY	10917	PLEASANT WLK RD	MYERSVILLE	MD	21773
MYERSVIL	MYERSVILLE MU	301	MAIN ST	MYERSVILLE	MD	21773
VFC	WOLFSVILLE	12464	WOLFSVILLE RD	MYERSVILLE	MD	21773
DEER	CROSSING SCHL	10601	FINN DR	NEW MARKET	MD	21774
NEW	MARKET EL	93	MAIN ST	NEW MARKET	MD	21774
NEW	MARKET MI	125	MAIN ST	NEW MARKET	MD	21774
NEW	NEW MARKET FI	76	MAIN ST	NEW MARKET	MD	21774
NEW	MIDWAY FI	12019	WOODSBORO PIKE	NEW MIDWAY	MD	21775
C BURR	C BURR ARTS L	11	WATER ST	THURMONT	MD	21788
THURMONT	COMM AMB SERV	27	CHURCH ST	THURMONT	MD	21788
COMPANY	GUARDIAN HOSE	21	CHURCH ST	THURMONT	MD	21788
FIRE DEP	LEWISTOWN DIS	11023	HESSONG BRG	THURMONT	MD	21788
THURMONT	PRIMARY SCHL	7989	ROCKY RIDGE RD	THURMONT	MD	21788
THURMONT	SENIOR CENTER	806	MAIN ST	THURMONT	MD	21788
GRACEHAM	VOL FIRE CO	14026	GRACEHAM RD	THURMONT	MD	21788
WOODS	BORO VOL FIRE	2	3RD ST	WOODSBORO	MD	21798
LINCOLN	ELEM SCHOOL	200	MADISON ST	FREDERICK	MD	21701
LINCOLN	ELEM SCHOOL B	200	MADISON ST	FREDERICK	MD	21701
N FRDRCK	ELEMENTARY	1001	MOTTER AVE	FREDERICK	MD	21701
LIBERTY	ELEMENTRY SCH	11820	LIBERTY RD	FREDERICK	MD	21701
TOM JOHN	GOV TJ HIGH S	1501	MARKET ST	FREDERICK	MD	21701
FREDRICK	HIGH SCHOOL	650	CARROLL PKWY	FREDERICK	MD	21701
HS	LINGANORE	12013	OLD ANNAPOLIS R	FREDERICK	MD	21701
WEST FRD	MIDDLE SCHOOL	515	PATRICK ST	FREDERICK	MD	21701

ELEM	PARKWAY	300	CARROLL PKWY	FREDERICK	MD	21701
FREDERIC	CO PUBLIC SCH	7446	HAYWARD RD	FREDERICK	MD	21702
WHITTIER	ELEM SCHOOL	2400	WHITTIER DR	FREDERICK	MD	21702
ELEM	MONOCACY	7421	HAYWARD RD	FREDERICK	MD	21702
YELLOW	SPRING SCHOOL	8717	YELLOW SPRINGS	FREDERICK	MD	21702
ELEM	WAVERLEY ELEM	201	WAVERLEY DR	FREDERICK	MD	21702
BALL CRK	BALLENGER ELE	5250	KINGSBROOK DR	FREDERICK	MD	21703
BALL CRK	BALLENGER MID	5525	BALLENGER CREEK	FREDERICK	MD	21703
CREST/MI	CRESTWOOD MID	7100	FOXCROFT DR	FREDERICK	MD	21703
HILLCRES	ELE	1285	HILLCREST DR	FREDERICK	MD	21703
ORCHARD	GROVE ELEM SC	5898	HANNOVER DR	FREDERICK	MD	21703
TUSCAROR	TUSCARORA ELE	6321	LAMBERT DR	FREDERICK	MD	21703
TUSCAROR	TUSCARORA HIG	5312	BALLENGER CREEK	FREDERICK	MD	21703
URBANA	ELEM S	3554	URBANA PIKE	FREDERICK	MD	21704
URBANA	MIDDLE SCHOOL	3511	PONTIUS CT	FREDERICK	MD	21704
BRUNSWIC	BRUNSWICK ELE	400	CENTRAL AVE	BRUNSWICK	MD	21716
BRUNSWIC	BRUNSWICK HS	101	CUMMINGS DR	BRUNSWICK	MD	21716
BRUNSWIC	BRUNSWICK MID	301	CUMMINGS DR	BRUNSWICK	MD	21716
OAKDALE	ELEM SCHOOL	9850	OLD NATIONAL PK	IJAMSVILLE	MD	21754
URBANA	HIGH SCHOOL	3471	CAMPUS DR	IJAMSVILLE	MD	21754
WINDSOR	KNOLL MS	11150	WINDSOR RD	IJAMSVILLE	MD	21754
OAKDALE	MIDDLE SCHOOL	9840	OLD NATIONAL PK	IJAMSVILLE	MD	21754
VALLEY	ELEM S	3519	JEFFERSON PIKE	JEFFERSON	MD	21755
MIDDLETO	EL	201	GREEN ST	MIDDLETOWN	MD	21769
MIDDLETO	HS	200	HIGH ST	MIDDLETOWN	MD	21769
MIDDLETO	MI	100	HIGH ST	MIDDLETOWN	MD	21769
MIDLETWN	PRIMARY SCHOL	403	FRANKLIN ST	MIDDLETOWN	MD	21769
KEMPTOWN	ELEM	3456	KEMPTOWN CHURCH	MONROVIA	MD	21770
MYERSVIL	EL	1	LUSHBAUGH WAY	MYERSVILLE	MD	21773
WOLFSVIL	ELEM SCHOOL	12520	WOLFSVILLE RD	MYERSVILLE	MD	21773
CENTERVI	ELEM SCHOOL	3601	CARRIAGE HILL D	NEW MARKET	MD	21774
CATOCTIN	CATOCTIN HIGH	14745	SABILLASVILLE R	THURMONT	MD	21788
THURMONT	ELEM	805	MAIN ST	THURMONT	MD	21788
LEWIS	LEWISTOWN ELE	11119	HESSONG BRIDGE	THURMONT	MD	21788
THURMONT	MIDD	408	MAIN ST	THURMONT	MD	21788
GLADE	ELEM SCHOOL	9525	GLADE RD	WALKERSVILLE	MD	21793
WALKERS	VILLE SCHOOL	44	FREDERICK ST	WALKERSVILLE	MD	21793
WALKERS	VILLE SCHOOL	81	FREDERICK ST	WALKERSVILLE	MD	21793
WALKERS	VILLE SCHOOL	83	FREDERICK ST	WALKERSVILLE	MD	21793
VFC	WALKERSVILLE	79	FREDERICK ST	WALKERSVILLE	MD	21793
VR	WALKERSVILLE	73	FREDERICK ST	WALKERSVILLE	MD	21793
THE	WOODSBORO ELE	101	LIBERTY RD	WOODSBORO	MD	21798

FREDERICK COUNTY, MARYLAND
INSTITUTIONAL NETWORK
INDEFEASIBLE RIGHT OF USE AGREEMENT

THIS INSTUTIONAL NETWORK INDEFEASIBLE RIGHT OF USE AGREEMENT (the "Agreement") is entered into as of _____, 2018 (the "Effective Date"), between COMCAST OF CALIFORNIA/MARYLAND/PENNSYLVANIA/VIRGINIA/WEST VIRGINIA, LLC (the "Company"), and FREDERICK COUNTY, MARYLAND (the "County"), a county corporation of the State of Maryland (each a "Party" and together referred to as the "Parties").

WHEREAS, the Company operates a Cable System and provides cable television service in the County pursuant to the Franchise Agreement dated _____, 2018 ("2018 Cable Franchise Agreement");

WHEREAS, the Company's predecessor in interest ACC Operations, Inc. ("Adelphia") entered into a Commercial Services Master Service Agreement ("CSMSA") on June 8, 2006 and Company succeeded to the rights, duties and obligations of Adelphia under the CSMSA;

WHEREAS, the County and Company entered into an Amendment to Commercial Services Master Service Agreement ("Amendment") dated July 31, 2007 which is referenced in the July 31, 2007 Franchise Agreement between the Company and County ("2007 Cable Franchise Agreement") whereby Comcast maintained, constructed and operated an I-Net in accordance with the terms and conditions of the 2007 Franchise Agreement, CSMSA and Amendment;

WHEREAS, the County and the Company agree that the continued operation of the Institutional Network ("I-Net") within the County is in the public interest;

WHEREAS, the Company grants the County an indefeasible right to use the I-Net for the term of this Agreement, consistent with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises, terms and conditions set forth below, which each of the Parties acknowledges as good and valuable consideration that supports their mutual promises and obligations herein, the County and Company mutually agree as follows:

1. I-NET FACILITIES

- A. The "I-Net Facilities" or "I-Net" covered by this Agreement are the existing and in-process Company constructed fiber connections to the demarcation point at the County's I-Net sites as specifically identified on Exhibit A. The "Demarcation Point" for purposes of this Agreement shall be the patch panel, termination block, or other termination device located at each of the County's I-Net sites, at the point closest to the Company's facilities where the device facilitates transmission of signals to and from the I-Net provided by the Company. The I-Net Facilities shall be capable of full bi-directional, video, voice, and high-speed data communication between and among the County's I-Net sites.

- B. The County accepts sole responsibility for any and all end user equipment necessary to make the County's I-Net sites operational from the Demarcation Point.
- C. The I-Net infrastructure covered by this Agreement includes all backbone and lateral fiber cables and strands, connectors, splices, splice boxes, housings and cabinets, conduit, attachments and any other appurtenances, necessary to physically provide continuous connectivity between and among the I-Net sites listed in Exhibit "A".

2. TERM

The initial term of the Agreement shall be for ten (10) years beginning on _____, 2018 ("Effective Date") and ending _____, 2028 ("Initial Term") unless terminated earlier in accordance with the terms and conditions of the Agreement. Unless either Party notifies the other to the contrary in writing 180 days prior to the end of the Initial Term (or the end of any Additional Term as described below), this Agreement shall continue automatically for additional terms of two (2) years ("Additional Terms") until end of useful life is reached, as described in Section 4.F. of this Agreement. If the Parties have not reached agreement on the terms of the renewal of this Agreement before the end of the Initial Term or any subsequent Additional Term, this Agreement shall be extended on a month-to-month basis, unless and until either Party provides the other with written notice of termination at least sixty (60) calendar days prior to the requested date of termination. The Parties shall use commercially reasonable efforts to meet in a timely manner and discuss renewal and renewal terms.

3. MAINTENANCE AND REPAIR OBLIGATIONS

- A. The Company shall perform all demand, preventative and routine maintenance of the I-Net Facilities up to the Demarcation Point. Maintenance shall be performed by the Company at the same time and in the same fashion as demand, routine and preventative maintenance for the Company's cable residential subscriber network.
- B. The Company will be responsible for demand, routine and preventative maintenance work for the I-Net. The Company shall prepare and deliver to the County by July 15th of each year, beginning in July, 2018 an invoice in the amount specified in Exhibit "B" to cover the costs of demand, routine and preventative maintenance for the next twelve (12) months (i.e. July 1st through June 30th). If the demand, routine and preventative maintenance costs exceed that amount, any excess costs shall be the Company's responsibility. The Company shall submit this invoice to the Office of the County Executive, attention to the Chief Administrative Officer at Winchester Hall, 12 East Church Street, Frederick, MD 21701. The County shall process the invoice for payment within approximately sixty (60) calendar days from receipt of the invoice. In the event the invoice cannot be paid due to a lack of appropriation by the County, Company shall have the right to terminate this Agreement and all use of the network on 60-days written notice.

- C. Upon determination of an outage, the County shall immediately notify the Company by telephone at **1-800-441-6917** or through such other notification procedure as the Parties may establish. Upon notice from the County of an outage or from Company internal network monitoring systems, the Company shall immediately commence to investigate, to respond to, and to resolve the outage. With the exercise of all due diligence, the Company shall work to complete all necessary repairs in the shortest time reasonably possible.
- D. All maintenance work shall be performed in a manner consistent with ensuring that the network is highly reliable for all I-Net uses existing as of the Effective Date of this Agreement and in a manner consistent with good engineering practice, using qualified personnel.
- E. The Company will provide continuous service on the I-Net within the standards for network availability and reliability parameters which are the norms for large, wide area networks.

4. USE OF I-NET FACILITIES

- A. Subject to the restrictions set forth in this Section 4, the County may use the I-Net Facilities for any lawful noncommercial municipal, educational and governmental purpose existing as of the Effective Date of this Agreement.
- B. The County shall not use, or permit any other entity or person to use the I-Net Facilities in violation of this Agreement or of any law, rule, regulation or order of any governmental authority having jurisdiction over the I-Net Facilities. The County shall not use, or permit any other entity or person to use, the I-Net Facilities to provide any service or products to third parties that compete with any product or services provided by the Company. The County may not utilize the I-Net Facilities for any for-profit purpose and may not give away capacity or offer the I-Net Facilities for lease, barter or resale.
- C. The County shall be permitted to interconnect the I-Net, directly or indirectly, with any other network for non-commercial governmental purposes and with additional I-Net sites the County may build for Public, Educational, and Governmental ("PEG") Access, video, voice, high-speed data, internet access or similar non-commercial governmental I-Net purposes. This includes interconnecting new and relocated sites with County fiber to existing I-Net fiber at splice points. The County shall not use, or permit any other entity or person to use, the Interconnected portion of the I-Net to provide any service or products to third parties that directly compete with any product or services provided by the Company. The County shall not overlap with Comcast plant. The County shall be responsible for any costs associated with this interconnection. This Agreement in no way limits the ability of the County to provide public accessibility to the internet at public facilities and sites such as libraries, parks and government buildings.

- D. The County may not lease, barter, sell or give away capacity, to any private entity or third party for a commercial purpose or any portion of the network without the prior written permission of the Company.
- E. The Parties agree that the Company shall not charge for the use of the I-Net provided to the County, other than the charges specified in this Agreement. The Company agrees that I-Net costs will not be deducted from franchise fees or PEG Capital Contributions.
- F. The Company shall not be obligated to expand the I-Net or replace the I-Net should the fiber that comprises it reach the end of its useful life ("EOUL") as determined by independent engineering tests. Such tests shall include an assessment of physical condition, as well as the optical transmission performance of the fiber optic infrastructure. Such performance will include, but may not be limited to, optical signal attenuation as measured by an OTDR and evaluation of the measurements against the performance required by the County. Such test will be administered by an independent, third party vendor that is mutually agreed upon by both the Company and the County. All costs for the tests will be paid by the County.
- G. When the fiber reaches this EOUL, the Company agrees to negotiate in good faith with the County to consider replacement of the EOUL I-Net fiber at industry standard labor and material cost rates. Fiber replacement directly attributable to the I-Net will be paid for by the County pursuant to a separate written agreement between the Parties. However, the Company has no obligation to replace fiber strands after they have reached the EOUL.

5. RELOCATION

In the event the Company alters its cable system requiring the relocation, replacement, or extension of I-Net Facilities under this Agreement, it will be responsible for costs necessary for such relocation, replacement, or extension. If relocation, replacement, or extension of I-Net Facilities is needed or caused as a result of action by the County, including relocation of sites listed in Exhibit A, or action by a party under the County's control and the County had the authority to prevent the relocation, replacement or extension of I-Net Facilities, the Company shall be entitled to reimbursement for any documented and invoiced costs associated with any such alteration, replacement, or extension from the entity causing such alteration, replacement or extension. If the entity is the County or is an agent of the County, then reimbursement from the County would be required.

6. OWNERSHIP AND INDEFEASIBLE RIGHT OF USE

All right, title, and interest in the I-Net Facilities and any other equipment or facility of the Company shall, at all times, remain exclusively with the Company. The County is granted an exclusive, indefeasible right of use of the I-Net Facilities in accordance with the terms and conditions set forth in this Agreement.

7. LIENS AND ENCUMBRANCES

Neither Party, directly or indirectly, shall create or impose any lien on the property of the other Party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit the owner of any facilities from permitting the creation or imposition of a security interest on facilities that it owns.

8. INDEMNIFICATION

- A. The Company agrees to indemnify, defend, protect and save the County, its elected officials, appointees, directors, employees, agents, and representatives harmless from and against any claim, damages, loss, liability, cost, and expense (including reasonable attorneys' fees) in connection with any personal injury or other tortious act, any other act or omission under this Agreement, including death, loss, or damage to any property or facilities arising out of or resulting in any way from the gross negligence or willful misconduct of the Company, its employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.
- B. The County shall be responsible for its own acts and those of its employees, servants, contractors, and/or agents in its use of the I-Net Facilities or any other activity it undertakes under this Agreement. To the extent permitted by the laws of the State of Maryland and/or available insurance coverage, and expressly subject to provisions of Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the Local Government Tort Claims Act, and except in the event of the Company's gross negligence or willful misconduct, the County agrees to indemnify, defend, protect and save the Company, its successors, assigns, officers and employees harmless from and against any claim, damages, loss, liability, cost, and expense (including reasonable attorneys' fees) in connection with any personal injury or other tortious act, including death, loss, or damage to any property or facilities arising out of or resulting in any way from the gross negligence or willful misconduct of the County, its employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.
- C. Neither Party shall be liable to the other for any consequential or punitive damages. EXCEPT AS OTHERWISE PROVIDED HEREIN, COMPANY PROVIDES THE I-NET AS-IS WITH NO WARRANTY OR GUARANTEE AS TO SUITABILITY FOR ALL POSSIBLE USES THE COUNTY MAY ATTEMPT TO MAKE OF THE NETWORK. ANY DAMAGES OWED BY THE COMPANY FOR SERVICE OUTAGES SHALL BE LIMITED TO THE PRO RATA PORTION OF THE FEE SET FORTH IN SECTION 3.B. ABOVE, FOR THE APPLICABLE OUTAGE PERIOD.
- D. The obligations of the indemnity set forth in Sections 8A and 8B are in each case subject to the following conditions: The indemnified Party shall (i) give timely written notice

necessary to avoid an entry of default judgment to the indemnifying Party ("Indemnitor"), of any claim, action or proceeding subject to this Section; (ii) shall allow the Indemnitor at its own expense to defend such claims, action or proceeding; and (iii) cooperate with the Indemnitor in such defense, and (iv) not enter into any settlement or compromise of such claim, action or proceeding without the prior written consent of the Indemnitor.

9. REQUIRED APPROVALS

The County shall obtain any government authorizations and approvals required for the County's use of the I-Net Facilities. The Company shall cooperate to that end as reasonably required.

10. NOTICES

All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Frederick County:

Frederick County Maryland
Office of the County Executive
12 East Church Street, Frederick, Maryland 21701
Attn: Chief Administrative Officer

If to the Company:

Government Affairs
Comcast Cable
7850 Walker Drive, 2nd Floor
Greenbelt, Maryland 20770

And to:

Government Affairs
Comcast Cable Northeast Division
676 Island Pond Road
Manchester, NH 03109

11. DEFAULT AND TERMINATION

- A. The Company may terminate this Agreement, and may pursue all other remedies available to the Company at law and/or equity, upon sixty (60) calendar days' prior

written notice to the County if the County knowingly uses or attempts to use the I-Net Facilities for any purpose other than the purposes authorized in this Agreement and does not abandon such use within seventy-two (72) hours upon notice by the Company; or (ii) upon sixty (60) calendar days' notice to the County, if the County defaults in any other obligation hereunder and fails to cure such default within the aforesaid sixty (60) calendar day period. "Default" shall not include an invoice that has been disputed pursuant to Section 20.

- B. The Company may terminate this Agreement upon one hundred eighty (180) calendar days' prior written notice to the County, if the Company, through no fault of its own: loses or fails to obtain renewal of any approval, consent, authorization, license, certificate, franchise, or permit required for the Company to perform its material obligations hereunder; or if such approval, consent, authorization, license, certificate, franchise, or permit is suspended for a period longer than sixty (60) calendar days and not renewed; or if it is adversely modified by a governmental authority in a manner that precludes the Company from performing its material obligations hereunder.
- C. The Company may terminate this Agreement without prior notice only to the extent that immediate termination is required by law, or regulation or a governmental authority. The Company shall provide written notice of such termination to the County as soon as it determines that it must comply with such requirement to terminate.
- D. The Company may terminate this Agreement upon sixty (60) calendar days' prior written notice in the event the County disputes or otherwise fails to pay a Comcast invoice for four (4) consecutive quarters after submission of that invoice to the County by the Company, and fails to cure such failure to pay within the aforesaid sixty (60) calendar day period.
- E. The County may terminate this Agreement upon sixty (60) calendar days' written notice to the Company, if the Company defaults in any material obligation hereunder and fails to cure such default within the aforesaid sixty (60) calendar day period.
- F. If Company's current or any renewal cable television franchise(s) in the County is forfeited, surrendered, terminated or otherwise ceases to be effective and binding upon Company, Company may terminate this Agreement as of the date of termination of the applicable franchise(s), unless Company continues to operate its cable system in the County under other local, Federal or State authority and provided this Agreement is not preempted by such other authority. In the event of termination under this paragraph, the County shall pay Company any amounts due and owing under this Agreement within sixty (60) days from the date of Company's termination or Company shall reimburse County the pro-rata share of maintenance fees already paid, whichever applies.
- G. Upon termination of this Agreement, and the conclusion of any judicial appeals, all rights of the County to use the I-Net Facilities shall cease and the Company may disconnect, terminate, remove or use the I-Net Facilities for any other purpose.

12. WAIVER

The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, and the venue for all actions initiated pursuant to this Agreement shall be in the Courts of Frederick County, Maryland or the United States District Court encompassing Frederick County. The parties hereby waive jury trial in all actions initiated pursuant to this Agreement.

14. RULES OF CONSTRUCTION

The captions and headings in this Agreement are strictly for convenience and shall not be considered as interpreting it or as amplifying or limiting any of its content.

15. ASSIGNMENT

- A. The County shall not assign this Agreement, without the express written consent of the Company, which consent shall be at the Company's sole discretion. Except as identified in this Agreement, the County shall not assign, transfer, directly or indirectly, on an integrated or unintegrated basis, in whole or in part, the I-Net Facilities or its right to use the I-Net Facilities as granted herein without the express written consent of the Company, which consent shall be at the Company's sole discretion.
- B. Any assignment by the Company of its rights under this Agreement, or of any interest of the Company in the I-Net Facilities, shall be subject to the express written consent of the County and the terms of this Agreement in the County's discretion. Such consent shall not be unreasonably withheld. Such assignment by the Company shall in no way adversely affect the County's indefeasible right of use of the I-Net.
- C. Any transfer or assignment proceeding which occurs due to a transfer or assignment of the 2018 Cable Franchise Agreement, shall encompass the transfer and assignment of this Agreement, such that a separate IRU transfer would not have to be initiated or approved.

16. ENTIRE AGREEMENT

This Agreement including the Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and geographical locations referred to and supersedes any and all prior or contemporaneous agreements whether written or oral. The obligation to provide this I-Net IRU originates from Section 10 of the Franchise Agreement between the County and Comcast entered into March 31, 2018. This Agreement and Exhibits cannot be modified except in writing signed by the parties.

17. RELATIONSHIP OF THE PARTIES

The relationship between the County and the Company shall not be that of partners, agents or joint venturers for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them.

18. FORCE MAJEURE

The obligations of the Parties hereto are subject to Force Majeure and neither Party shall be in default under this Agreement if any failure or delay in performance, other than the payment of obligations, is caused by any factor beyond such Party's reasonable control, including but not limited to, Acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes and work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Company's facilities are attached or to be attached or conduits in which Company's facilities are located or to be located. If any portion of the I-Net Facilities are destroyed or damaged beyond repair in the Company's reasonable judgment by an event of Force Majeure, the Company will use continuous efforts to restore, rebuild, relocate or otherwise redevelop the impacted I-Net Facilities as soon as commercially reasonable.

19. SEVERABILITY

If any provision of this Agreement is found contrary to law or unenforceable by any court of competent jurisdiction, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision.

20. DISPUTES

If the County disputes any invoiced cost or expense, the County shall give the Company written notice specifying the item disputed and the reason therefore. The County shall not withhold payment for any cost or expense which is not disputed. The parties shall, in good faith, diligently pursue resolution of any disputed item. In addition, Company may terminate this agreement in accordance with Section 11(D).

21. NO THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the parties named herein and shall not be relied upon by third parties nor shall third parties have any rights arising out of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Comcast of Maryland/Pennsylvania/Virginia/West Virginia, LLC

By: _____

Name: Mary McLaughlin

Title: Regional Senior Vice President

ATTEST:

FREDERICK COUNTY
MARYLAND

Patti Morrow
Clerk
Adm. coordinator

By: Jan H. Gardner
Jan H. Gardner, County Executive

MJC 4/11/13

EXHIBIT A – I-Net Facilities

Frederick County I-Net Locations			
	Sites	Address	Fiber Strand Counts
1	Citizens' Nursing Home	1900 Rosemont Avenue, Frederick, MD	2
2	Citizen Services	401 Sagner Drive, Frederick, MD	2
3	County Warehouse	341 Montevue Lane, Frederick, MD	2
4	Department of Aging	1440 Taney Avenue, Frederick, MD	2
5	Elections/ Bourne Building	355 Montevue Lane, Frederick, MD	2
6	Emittsburg Comm. Center	301 South Seton Avenue, Emittsburg, MD	6
7	Family Partnership	8420 Gas House Pike, Frederick, MD	2/6
8	Frederick City Police Range (6 Fibers)	Treatment Plant Road, Frederick, MD	6
9	Frederick City Water Treatment Plant- Monocacy	1950 N. Market Street, Frederick, MD	6
10	Frederick City Water Treatment Plant- Linganore	6436 Plant Road, Frederick, MD	6
11	Frederick Memorial Hospital	400 West 7th Street, Frederick, MD	2
12	Police Department - Brunswick	20 E A Street, Brunswick, MD	2
13	Police Department - Thurmont	800 E Main Street, Thurmont, MD	2/72
14	Tourism (6 Pair)	151 S East Street, Frederick, MD	12
15	Transit/ Scott Key Center	1040 Rocky Springs Road, Frederick, MD	12
16	Weed Control	330 Montevue Lane, Frederick, MD	2
17	Frederick County Public Schools Admin	191 South East Street, Frederick, MD	6
18	Taskforce	1660 Unit 7 Bowman's Farm Road, Frederick, MD	2
19	Frederick Community College	7932 Opossumtown Pike, Frederick, MD	6
20	Winchester Hall	12 E Church Street, Frederick, MD	2
21	Health Services Department	350 Montevue Lane, Frederick, MD	2
22	Adult Detention Center	7300 Marcies Choice Lane, Frederick, MD	2
23	Department of Social Services	1888 N. Market Street, Frederick, MD	2
24	Frederick CO. Business and Employment Center	5340, Spectrum Drive, Frederick, MD	2
25	Law Enforcement Center	111 Aviation Drive, Frederick, MD	24
26	Substance Abuse	300B Scholl's Lane, Frederick, MD	2
27	Work Force Services	200 Monroe Avenue, Frederick, MD	2
28	East All Saint St Parking Deck	125 East All Saints Street, Frederick, MD	2
29	FITCI	4539 Metropolitan Court, Frederick, MD	2
30	City Water Treatment Plant	8145 Gas House Pike, Frederick, MD	2

Frederick County I-Net Locations			
	Fire Stations	Address	Fiber Strand Counts
1	#01 Independent Hose Co.	310 Baughmans Lane, Frederick, MD	2
2	#02 Junior Fire Station	535 North Market Street, Frederick, MD	2
3	#03 United Steam Fire Engine Co.	79 South Market Street, Frederick, MD	2
4	#04 Citizens Truck Co.	15 South Court Street, Frederick, MD	2
5	#05 Brunswick Volunteer Fire Co.	223 West Potomac Street, Brunswick, MD	24
6	#06 Vigilant Hose Co.	25 West Main Street, Emmitsburg, MD	2
7	#07 Middletown Volunteer Fire Co.	13 South Church Street, Middletown, MD	2
8	#08 Myersville Volunteer Fire Co.	301 Main Street, Myersville, MD	2
9	#09 New Midway Volunteer Fire Co.	12045 Woodsboro Pike, New Midway, MD	2
10	#10 Guardian Hose Co.	21 North Church Street, Thurmont, MD	2
11	#11 Walkersville Volunteer Fire Co.	79 West Frederick Street, Walkersville, MD	2
12	#12 Braddock Heights Volunteer Fire Co.	6715 Jefferson Boulevard, Braddock Heights, MD	2
13	#14 Carroll Manor Volunteer Fire Co.	2795 Adams Street, Adamstown, MD	2
14	#15 New Market District Volunteer Fire Co.	76 West Main Street, New Market, MD	2
15	#16 Woodsboro Volunteer Fire Co.	2 South Third Street, Woodsboro, MD	2
16	#17 Libertytown Volunteer Fire Co.	12027 South Street, Libertytown, MD	2
17	#18 Graceham Volunteer Fire Co.	14026 Graceham Road, Thurmont, MD	2
18	#19 Brunswick Ambulance Co.	200 West Potomac Street, Brunswick, MD	2
19	#20 Jefferson Volunteer Fire Co.	4603-A Lander Road, Jefferson, MD	2
20	#21 Wolfsville Volunteer Fire Co.	12464 Wolfsville Road, Myersville, MD	2
21	#22 Lewistown District Volunteer Fire Co.	11101 Hessong Bridge Road, Frederick, MD	2
22	#23 Urbana Volunteer Fire/Rescue Co.	3602 Urbana Pike, Frederick, MD	2
23	#24 Walkersville Volunteer Rescue Co.	73 Frederick Street, Walkersville, MD	2
24	#25 New Market/Green Valley Station	3939 Green Valley Road, Monrovia, MD	2
25	#26 Emmitsburg Ambulance Co.	302 South Seton Avenue, Emmitsburg, MD	2
26	#28 Point of Rocks Station	1809 Ballenger Creek, Point of Rocks, MD	2
27	#30 Thurmont Comm. Ambulance Service	27 North Church Street, Thurmont, MD	2
28	#31 United/Westview Fire Station	5525 New Design Road, Frederick, MD	2
29	#33 Spring Ridge Fire Station	6061 Spring Ridge Parkway, Frederick, MD	2

Frederick County I-Net Locations

	Parks	Address	Fiber Strand Counts
1	Urbana Park	3805 Urbana Pike, Frederick, MD	2
2	Ballenger Creek Park Multi-Purpose Building	5420 Ballenger Creek Pike, Frederick, MD	2
3	Rosehill Manor Park	1611 N Market Street, Frederick, MD	12
4	Rosehill Manor Park Maintenance Shop	1611 N Market Street, Frederick, MD	2
5	Catoctin Creek Nature Center	2929 Sumantown Road, Middletown, MD	2
6	Fountain Rock Park	8511 Nature Center Place, Walkersville, MD	2
7	Parks Maintenance Shop Pine Ave	430 Pine Avenue, Frederick, MD	6
	Libraries	Address	Fiber Strand Counts
1	Middletown Library	101 Prospect Street, Middletown, MD	2
2	Walkersville Library	57 West Frederick Street, Walkersville, MD	2
3	Brunswick Library	915 North Maple Avenue, Brunswick, MD	2
4	C. Burr Artz	East Patrick Street, Frederick, MD	2/72
5	Thurmont Library	76 East Moser Road, Thurmont, MD	6
6	Urbana Library	9020 Amelung Street, Frederick, MD	2
7	Walkersville Library	2 South Glade Boulevard, Walkersville, MD	2
	Highway Sites	Address	Fiber Strand Counts
1	Highway Satellite - Jefferson	3401 Burgee Drive, Jefferson, MD	2
2	Highway Satellite - Johnsville	13216 Coppermine Road, Union Bridge, MD	2
3	Highway Satellite - Pleasant Walk (Myersville)	10917 Pleasant Walk Road, Myersville, MD	2
4	Highway Satellite - Thurmont	7407 Blue Mountain Road, Thurmont, MD	2
5	Highway Satellite- Urbana	3211 Campus Drive, Ijamsville, MD	2

Frederick County I-Net Locations			
	Links	Address	Fiber Strand Counts
1	FCAA to Courthouse		72
2	Courthouse to A Hub		96
3	DSS to FCAA		96
4	DSS to Sagner		48
5	PSTF to Landfill		6
6	LEC to PSTF		144
7	PSTF Tower to PSTF Admin	5370 Public Safety Way	72
8	Montevue to Win Hall Redundant Route		6
9	117 E Church to CBA		72
10	A Hub to 340 Montevue		96
11	Pole # F4865 to Tower Site – Montevue	340 Montevue Lane, Frederick, MD	144
12	CBA to the LEC		24/2/70
13	Brunswick Hub		70/2
14	A Hub to PSTF		2
15	PSTF to Urbana FS Hub		2
16	Winchester Hall to Courthouse		48
17	Winchester Hall to Courthouse		96
18	Winchester Hall to City DPW		18
19	Winchester Hall to Law Enforcement Complex	Upgrade in process as of Effective Date of IRU	144

* In addition, any and all backbone fiber needed to provide connectivity to the locations and links listed above, shall be considered part of this fiber optic network and shall be maintained and kept operational in the same manner as each connection listed herein.

Exhibit B

Annual Cost	
Year 1	\$74,382.49
Year 2	\$96,128.57
Year 3	\$97,906.94
Year 4	\$99,718.22
Year 5	\$101,563.01
Year 6	\$103,441.93
Year 7	\$105,355.60
Year 8	\$107,304.68
Year 9	\$109,289.82
Year 10*	\$111,311.68

*Note: For each Year after Year 10, the Annual Cost will be increased by 1.85 percent from the previous Year's Annual Cost.