

**THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA**

April 6, 2021

6:00 PM Call to Order/Pledge of Allegiance/Moment of Silence

Kent County Government Operations, Dial 1-872-239-8359 and enter Conference ID 100 071 999#

Consent Items

- #1 - Regular Session Minutes, March 30, 2021
- #2 - Liquor Minutes, March 30, 2021
- #3 - Public Hearing Minutes, March 30, 2021
- #4 - Closed Session Minutes, March 30, 2021
- #5 - Chestertown Garden Club, Raffle Only, May 7, 2021

Proclamation

Rachel Boyle, Services Intake/Child Advocacy Center Coordinator, Kent County
Department of Social Services

Child Abuse Awareness and Prevention Month

Summary of Legislative Actions by County Attorney

Legislative Session

Code Home Rule Bill No. 4-2021 Economic and Tourism Development

Consider for a Vote, Third Reading of Code Home Rule Bill No. 4-2021 Economic and Tourism Development – Amended by Interlineation

Code Home Rule Bill No. 5-2021 Bond Issuance Procedure

Consider for a Vote, Third Reading of Code Home Rule Bill No. 5-2021 Bond Issuance Procedure

Cable Franchise Renewal Agreement

Consider for a Vote, Resolution 2021-04 A Resolution Authorizing Execution of a Cable Franchise Agreement Between the County and Atlantic Broadband (Delmar), LLC

Cable Franchise Renewal Agreement

Consider for a Vote, Resolution 2021-05 A Resolution Authorizing Execution of a Cable Franchise Agreement Between the County and Comcast of Delmarva, LLC

Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement

Introduction of Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement

Departmental Appointments

Jamie Williams, Director, Economic and Tourism Development

Relief Act of 2021 Grants - Maryland Department of Commerce
Lodging and Accommodations

Restaurants
Online Sales and Telework Assistance
Jamie Williams, Director, Economic and Tourism Development
Relief Act of 2021 Grants - Maryland Department of Commerce
Marketing Grant - Maryland Small Businesses for Tourism
Rosemary Ramsey Granillo, Director, Kent County Local Management Board
FY2022 Community Partnership Agreement Application

Human Resources Director

Planning, Housing, & Zoning
GIS Specialist Vacancy
Public Works- Environmental Operations
Part-Time Recycling Attendant Vacancy
Local Management Board
Systems of Care Coordinator Vacancy

County Administrator Report

Maryland Community Development Block Grant Coronavirus Grant
Quarterly Progress Report, 3rd Quarter

Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 100 071 999#

Procedures for Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)



**#1 - Regular Session Minutes, March 30, 2021
4/6/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, March 30, 2021
4/6/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, March 30, 2021
4/6/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**#4 - Closed Session Minutes, March 30, 2021
4/6/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**#5 - Chestertown Garden Club, Raffle Only, May 7, 2021
4/6/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

1-2021 Chestertown Garden Club, Raffle Only, May 7, 2021, Application

Permit# 1-2021

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization:	Chestertown Garden Club
Address of Organization:	P.O. Box 415 Chestertown, MD
Telephone:	(410) 708-9683
Is the organization formed or located in Kent County?	☒ Yes ☐ No
Does the organization serve the residents of Kent County?	☒ Yes ☐ No
Is this organization tax exempt under the provisions of the Internal Revenue Code?	☒ Yes ☐ No
Tax Exempt Number:	26-2296838

Person responsible for complying with permit regulations and requirements:

Name: Carolyn Grotosky (President)
Address: 201 Radcliffe Drive
E-Mail: cgrotosky@gmail.com
Telephone: (410) 708-9683

Type of permit sought: ☒ Raffle Only ☐ Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Memorial Park Plaza

Are these premises owned, leased, or regularly occupied by the organization named above? Yes ☒ No

Date(s) of fund-raising: May 7, 2021 (Friday)

Date and Time of Drawing: May 7th 1:30pm Begin at: 9:00am End at: 1:30pm

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: Carolyn Grotosky

County Commissioners
Office

Date 3-25-21 LHC

Please Select One:

☐ Pick Up



**Rachel Boyle, Services Intake/Child Advocacy Center Coordinator,
Kent County Department of Social Services**

4/6/2021

County Commissioners Meeting

Item Summary:

Child Abuse Awareness and Prevention Month

ATTACHMENTS:

Description

04.06.21 Child Abuse Awareness and Prevention Month Proclamation

Kent County Maryland

Proclamation

CHILD ABUSE AWARENESS AND PREVENTION MONTH “SUPPORT, CONNECT, EMPOWER!”

- WHEREAS,** preventing child abuse and neglect is a community problem that depends on the involvement of everyone throughout the community; and
- WHEREAS,** the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and
- WHEREAS,** child abuse and neglect not only directly harms children, but also increases the likelihood of criminal behavior, substance abuse, mental health, and well-being problems; and
- WHEREAS,** effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and urge these associations and organizations to increase their participation in the efforts to support families, thereby preventing child abuse and neglect.

NOW, THEREFORE, We, The County Commissioners of Kent County, Maryland do hereby proclaim April 2021, as “CHILD ABUSE AWARENESS AND PREVENTION MONTH” in Kent County and recognize and acknowledge the importance of bringing awareness to our community.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronald H. Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member



April 6, 2021



Code Home Rule Bill No. 4-2021 Economic and Tourism Development 4/6/2021 County Commissioners Meeting

Item Summary:

Consider for a Vote, Third Reading of Code Home Rule Bill No. 4-2021 Economic and Tourism Development – Amended by Interlineation

ATTACHMENTS:

Description

Code Home Rule Bill No. 4-2021 Economic and Tourism Development DRAFT Legislation - Amended by Interlineation

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**March 2, 2021
Legislative Session Day**

**Legislative Session Day
March 2, 2021**

**CODE HOME RULE
BILL NO. 4-2021**

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 21, Economic and Tourism Development, of the Code of Public Local Laws of Kent County, Maryland. The purpose of this chapter is to provide a Director of Economic and Tourism Development, merge the existing Economic Development Commission and Tourism Development Advisory Board to create a single Economic and Tourism Development Commission consisting of seven (7) to nine (9) members, and provide for the duties and terms of the Members.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, March 2, 2021, ordered posted and public hearing scheduled on March 16, 2021 at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on March 16, 2021. Reported favorably [with] [without] amendments; read second time and ordered to be considered on April 6, 2021, a legislative session day.

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. ~~Strike through~~ indicates matter deleted from existing law (in the original legislative bill)

A BILL ENTITLED CHR 4-2021 ECONOMIC AND TOURISM DEVELOPMENT

NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 21, Article I Economic Development is hereby amended, and Article II Tourism is hereby deleted as follows:

Article I Economic **AND TOURISM** Development

§ 21-1. Director.

~~The Director shall serve at the pleasure of the County Commissioners and receive such compensation as may be from time to time determined by resolution of the County Commissioners.~~ **THE COUNTY COMMISSIONERS OF KENT COUNTY MAY APPOINT A DIRECTOR OF ECONOMIC AND TOURISM DEVELOPMENT WHO SHALL SERVE AT THE PLEASURE OF THE COUNTY COMMISSIONERS AND RECEIVE SUCH COMPENSATION AS MAY BE FROM TIME TO TIME DETERMINED BY THE COUNTY COMMISSIONERS.**

~~§ 21-2. Powers and duties of Director.~~

~~The Director shall have the following powers and duties:~~

- ~~A. To facilitate the activities of the Economic Development Commission.~~
- ~~B. To promote the economic development of the county by attracting additional industry, commerce, and tourism.~~
- ~~C. To gather, maintain and disseminate information concerning industrial sites and commercial sites throughout the county.~~
- ~~D. To gather and disseminate information concerning the historical and cultural aspects of the county.~~
- ~~E. To act as the County's official liaison agent with persons interested in expanding existing businesses currently in the County or with persons interested in locating businesses in the County.~~
- ~~F. To form partnerships of industry, city, state and national and private agencies in promoting the purposes of economic development.~~
- ~~G. To serve as ombudsman for all businesses and industries in the County in the resolution of any community problems they may have, and to encourage the management of the same to have a constructive interest in the County.~~
- ~~H. To confer with and inform the County Commissioners, the Economic Development Commission, and municipal governing bodies on all matters relative to the economic development in the County.~~

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. Strike through indicates matter deleted from existing law (in the original legislative bill)

- ~~I. To periodically survey the overall status of the county and municipalities to determine if the county and municipalities furnish such services and facilities that are conducive to economic expansion.~~
- ~~J. To render annually, or as requested, a summary of activities to the County Commissioners.~~
- ~~K. To meet with existing businesses to ensure retention and keep a pulse on their business activities.~~
- ~~L. Network and stay involved with state and other regional economic development professionals.~~
- ~~M. To serve as an ex officio member of the Tourism Development Advisory Board.~~

§ 21-2. ESTABLISHMENT OF AN ECONOMIC AND TOURISM DEVELOPMENT COMMISSION.

THERE SHALL BE AN ECONOMIC AND TOURISM DEVELOPMENT COMMISSION. THE MEMBERS OF THE COMMISSION SHALL BE APPOINTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY AS SET FORTH IN THIS CHAPTER.

§ 21-3. Composition and compensation of Commission.

- A. The Commission shall consist of AT LEAST seven AND members, NO MORE THAN NINE MEMBERS, excluding the Director, who shall serve as an A NON-VOTING ex officio member. AT LEAST ONE MEMBER SHALL BE FROM THE TOURISM INDUSTRY. THE BOARD SHALL BE COMPRISED OF MEMBERS THAT REPRESENT THE ECONOMY OF KENT COUNTY.**
- B. The members of the Commission shall serve without compensation but shall be reimbursed for such expenses incurred in the performance of their duties as may be approved by the County Commissioners.**

§ 21-4. Terms.

- A. Commission members shall serve for terms of three years, OR UNTIL A SUCCESSOR IS APPOINTED. No member MEMBERS may serve NOT BE APPOINTED for more than two successive full terms. (Filling a vacant position during the term shall not be construed as a full term.)**
- B. IF A MEMBER IS CURRENTLY SERVING ON THE ECONOMIC DEVELOPMENT COMMISSION OR TOURISM DEVELOPMENT ADVISORY BOARD, THAT MEMBER MAY FINISH THEIR TERM AS A MEMBER OF THE ECONOMIC AND TOURISM DEVELOPMENT COMMISSION. IF THAT MEMBER IS SERVING IN THEIR FIRST TERM, THAT MEMBER MAY BE REAPPOINTED FOR A SECOND TERM.**

C. A MEMBER MAY BE RECOMMENDED BY THE COMMISSION TO THE COUNTY COMMISSIONERS FOR REMOVAL. A MEMBER MISSING THREE CONSECUTIVE MEETINGS MAY BE RECOMMENDED FOR REMOVAL.

§ 21-5. Officers.

- ~~A. At the first meeting of the ECONOMIC AND TOURISM DEVELOPMENT COMMISSION, AND EACH YEAR THEREAFTER, AT THE FIRST MEETING OF THE CALENDAR YEAR, THE MEMBERS OF THE COMMISSION SHALL ELECT FROM THEIR MEMBERS A CHAIRPERSON, AND SUCH OTHER OFFICERS AS THEY MAY DEEM NECESSARY. calendar year, the members of the Commission shall elect from their members a Chairperson, and such other officers as they may deem necessary. The terms of the officers shall be determined by the commission.~~
- ~~B. The chairperson of the economic development commission shall serve as an ex officio member of the tourism development advisory board.~~

§ 21-6. Meetings.

The Commission shall ~~meet in regular sessions at least once a month. Special meetings shall be at the call of the chairperson in conjunction with the director~~ **HOLD SUCH REGULAR MEETINGS AS NECESSARY TO DISCHARGE ITS DUTIES.**

§ 21-7. Duties of Commission.

- A. Support and assist the Director in the performance of his or her duties.
- B. Meet with the County Commissioners annually, and as requested, to review and evaluate economic policies and issues, ~~and advise the commissioners on the performance of the county revolving loan fund.~~
- C. Recommend proposed policies and legislation to the Director to promote a healthy business climate.
- D. Promote cooperation between County departments, municipal and state governments.
- E. Provide an annual review of the County economic development strategic plan, ~~which will include benchmarks for retaining and growing existing businesses. The plan will promote economic growth in the county for the short term (one to three year) and long term (four to ten year) horizons.~~
- F. Assist the Director with the retention, expansion, and attraction of businesses in the County.
- G. Assist the ~~d~~Director with dissemination of information in the interest of economic **AND TOURISM** development. ~~by publication, advertising, or other means.~~

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. Strike through indicates matter deleted from existing law (in the original legislative bill)

- H. As needed, attend public meetings regarding local and regional economic **AND TOURISM** development.
- I. Assist the Director to ensure local businesses are aware of any local, state, and federal government funding sources (loans and grants) for business growth and retention.
- J. Perform and/or support other duties as requested by the County Commissioners or the Director.

~~§ 21-8. Nature of Commission.~~ **SUBCOMMITTEES.**

~~The powers and duties of the Director and the Commission are of an advisory nature only. Neither the Director, the Commission, nor any member thereof shall incur any obligations in the name of the county.~~ **THE COMMISSION MAY ESTABLISH SUB-COMMITTEES AT ITS DISCRETION TO FURTHER THE MISSION OF THE COMMISSION.**

§ 21-9. NATURE OF COMMISSION.

THE POWERS AND DUTIES OF THE DIRECTOR AND THE COMMISSION ARE OF AN ADVISORY NATURE ONLY. NEITHER THE DIRECTOR, THE COMMISSION, NOR ANY MEMBER THEREOF SHALL INCUR ANY OBLIGATIONS IN THE NAME OF THE COUNTY.

ARTICLE II
Tourism Development

~~§ 21-9. Director.~~

~~The position of Tourism Development Director is hereby created. The Director shall serve at the pleasure of the County Commissioners and receive such compensation as may be from time to time determined by resolution of the County Commissioners.~~

~~§ 21-10. Powers and duties of Director.~~

~~The Director shall have the following powers and duties:~~

- ~~A. To work with the Tourism Development Advisory Board.~~
- ~~B. To adopt a progressive program to promote the tourism in the county.~~
- ~~C. To gather, maintain and disseminate information relative to marketing programs and advertising programs and coordinating the same with state and private promotions.~~
- ~~D. To gather and disseminate information concerning the historical and cultural aspects of the county.~~
- ~~E. To act as the county's official liaison agent at state and regional agency meetings.~~

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. ~~Strike through~~ indicates matter deleted from existing law (in the original legislative bill)

~~F. To enlist the cooperation of federal and state agencies in promoting tourism in the county.~~

~~G. To confer with and inform the County Commissioners and the Tourism Development Advisory Board and municipal governing bodies on all matters relative to tourism in the county.~~

~~H. To periodically survey the overall status of the county and municipalities to determine if the county and municipalities furnish such services and facilities that are conducive to the expansion of tourism in the county.~~

~~I. To render annually a brief summary of activities to the County Commissioners.~~

~~§ 21-11. Composition and compensation of Board.~~

~~A. The Advisory Board shall consist of seven members, excluding the Director, who shall serve as an ex-officio member.~~

~~B. The members of the Advisory Board shall serve without compensation but shall be reimbursed for such expenses incurred in the performance of their duties as may be approved by the County Commissioners.~~

~~§ 21-12. Terms.~~

~~A. Advisory Board members shall serve for terms of three years, which terms shall be staggered. No member may serve for more than two successive full terms. (Filling a vacant position during the term shall not be construed as a full term.)~~

~~B. The initial appointments shall be for three persons to serve one-year terms, two persons to serve two-year terms and two persons to serve three-year terms.~~

~~§ 21-13. Officers.~~

~~Within 30 days after their appointment, the members of the Advisory Board shall meet and organize by electing from their members a Chairperson and such other officers as they may deem necessary. The terms of the officers shall be determined by the Board.~~

~~§ 21-14. Meetings.~~

~~The Advisory Board shall meet in regular sessions at least once a month. Special meetings shall be at the call of the Chairperson in conjunction with the Director.~~

~~§ 21-15. Duties of Board.~~

~~The Advisory Board shall assist the Director in the performance of his duties.~~

~~§ 21-16. Nature of Board.~~

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. Strike through indicates matter deleted from existing law (in the original legislative bill)

~~The powers and duties of the Director and the Advisory Board are of an advisory nature only. Neither the Director, the Advisory Board nor any member thereof shall incur any obligations in the name of the county.~~

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____, 2021.

Read Third Time _____

PASSED this _____ day of _____, 2021.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.

BILL NO. 4-2021, as amended by interlineation, indicated by **bold double underline** and ~~double strike through~~ **CAPITALS & BOLD** INDICATES MATTER ADDED TO EXISTING LAW. ~~Strike through~~ indicates matter deleted from existing law (in the original legislative bill)



Code Home Rule Bill No. 5-2021 Bond Issuance Procedure 4/6/2021 County Commissioners Meeting

Item Summary:

Consider for a Vote, Third Reading of Code Home Rule Bill No. 5-2021 Bond Issuance Procedure

ATTACHMENTS:

Description

Code Home Rule Bill No. 5-2021 Bond Issuance Procedure DRAFT Legislation

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 2, 2021
Legislative Session Day

Legislative Session Day
March 2, 2021

CODE HOME RULE
BILL NO. 5-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 3, Administration of Government, Article II Finances of the Code of Public Local Laws of Kent County, Maryland. The purpose of the amendment to this Chapter is to allow an exemption regarding bond issuance as permitted in the Local Government Article.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, March 2, 2021, ordered posted and public hearing scheduled on March 16, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on March 16, 2021. Reported favorably [with] [without] amendments; read second time and ordered to be considered on April 6, 2021, a legislative session day.

A BILL ENTITLED CHR 5-2021 BOND ISSUANCE PROCEDURE

NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 3, Administration of Government, Article II Finance is hereby amended to add §3-10.1.F. as follows:

Article II
Finances

.....

§ 3-10.1 Borrowing authorized.

.....

- F. THE PROVISIONS OF LOCAL GOVERNMENT ARTICLE §19-205 OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED FROM TIME TO TIME, DO NOT APPLY TO THIS SECTION.**

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the ____ day of _____, 2021.

Read Third Time _____

PASSED this _____ day of _____, 2021.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

ORDERED a fair summary thereof of the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



Cable Franchise Renewal Agreement 4/6/2021 County Commissioners Meeting

Item Summary:

Consider for a Vote, Resolution 2021-04 A Resolution Authorizing Execution of a Cable Franchise Agreement Between the County and Atlantic Broadband (Delmar), LLC

ATTACHMENTS:

Description

04.06.21 Resolution 2021-04 A Resolution Authorizing Execution of a Cable Franchise Agreement Between the County and Atlantic Broadband (Delmar), LLC

Kent County - Atlantic Broadband Franchise Agreement (Final Clean)

FCC Section 621 Third Report and Order Summary

RESOLUTION 2021-04
COUNTY COMMISSIONER OF KENT COUNTY, MARYLAND

**A RESOLUTION AUTHORIZING EXECUTION OF A CABLE FRANCHISE
AGREEMENT BETWEEN THE COUNTY AND ATLANTIC BROADBAND
(DELMAR), LLC**

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

WHEREAS, Atlantic Broadband (Delmar), LLC (“Atlantic Broadband”) currently holds a franchise to operate a Cable System within the County previously granted to Atlantic Broadband or a predecessor entity; and

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

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Atlantic Broadband’s use of the County’s rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the County, and meet the current and future cable-related needs of its residents; and

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

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting Atlantic Broadband’s franchise according to the terms and conditions contained herein.

NOW THEREFORE, BE IT RESOLVED, that the County Commissioners of Kent County, Maryland hereby approve the cable franchise agreement negotiated with Atlantic Broadband, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

RESOLVED this _____ day of _____, 2021.

ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

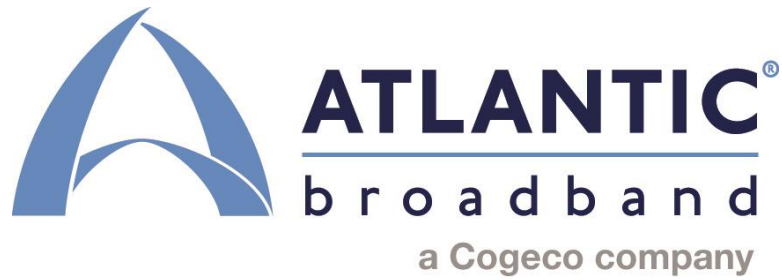
Sondra M. Blackiston, Clerk

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

DRAFT



CABLE FRANCHISE AGREEMENT

BETWEEN

**KENT COUNTY
(MD0205, MD0237, MD0365)**

AND

ATLANTIC BROADBAND (DELMAR), LLC

With assistance from:

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

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed as of the ____ day of _____, 2021 by and between the Kent County, Maryland (hereinafter referred to as the “County”) and Atlantic Broadband (Delmar), LLC (hereinafter referred to as “Atlantic Broadband”).

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

WHEREAS, Atlantic Broadband currently holds a franchise to operate a Cable System within the County previously granted to Atlantic Broadband or a predecessor entity; and

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

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Atlantic Broadband’s use of the County’s rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the County, and meet the current and future cable-related needs of its residents; and

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

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting Atlantic Broadband’s franchise according to the terms and conditions contained herein;

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

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity – Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Atlantic Broadband.

(b) Basic Service – The service tier that includes at least the retransmission of local broadcast television signals and any Educational and Governmental (“EG”) access channel.

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

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

(c) Cable System – A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the County. Such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Channel – Means a time or frequency slot or technical equivalent on the Cable System, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.

(g) Complaint – Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Atlantic Broadband’s business or the operation of its Cable System.

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

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

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

(k) FCC – Federal Communications Commission.

(l) Force Majeure – Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State (as defined herein) or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of material or equipment.

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

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

(o) Gross Revenues – All revenue received directly or indirectly by Atlantic Broadband or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Atlantic Broadband's Cable System in the County to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service (fees charged to Subscribers for any internet or phone/voice services shall not be included);
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls related to Cable Services;
- (11) inside wire maintenance fees related to Cable Services;
- (12) service plan protection fees related to Cable Services;
- (13) convenience fees related to Cable Services;
- (14) early termination fees related to Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment used to provide Cable Services, including converters and remote control devices;
- (18) any and all locally-derived advertising revenues less agency fees;

- (19) revenues or commissions from locally-derived home shopping channels;
- (20) revenue from interactive television services to the extent deemed “Cable Services” under applicable law;
- (21) fees for any and all music services;
- (22) broadcast retransmission fees;
- (23) regional sports programming fees;
- (24) late payment fees for Cable Services;
- (25) billing and collection fees solely for Cable Services;
- (26) NSF check charges; and
- (27) Franchise Fees.

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

(p) HD – High-definition format.

(q) Leased Access or Commercial Access Channel – Any channel on Atlantic Broadband’s Cable System designated for use by any entity that is unaffiliated with Atlantic Broadband pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(r) Multiple Dwelling Units or MDUs – Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for two (2) or more households.

(s) Normal Business Hours – Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, “Normal Business Hours” must include some evening hours at least one night per week and/or some weekend hours.

(t) Normal Operating Conditions – Business conditions within Atlantic Broadband’s service department which are within the control of Atlantic Broadband. Those conditions that are not within the control of Atlantic Broadband include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

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

(v) Educational and Governmental (EG) Channel – An access channel that consists of local public, educational and/or governmental programming.

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

(x) Public Rights-of-Way – The surface of and all rights-of-way and the space above and below any public street, road, highway, freeway, lane, path, public way or place, alley, court, boulevard, parkway, drive or easement now or hereafter held by the County for the purpose of public travel and shall include other similar easements or rights-of way as shall be now held or hereafter held by the County which shall, within their proper use and meaning, entitle Atlantic Broadband to the use thereof for the purposes of installing poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(y) Service Interruption – The loss of picture or sound on one or more Channels.

(z) State – The State of Maryland.

(aa) Subscriber – A person or entity who contracts with Atlantic Broadband for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2

GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Maryland law, the County hereby grants a non-exclusive and revocable franchise to Atlantic Broadband. Subject to the terms and conditions contained herein, the County hereby grants to Atlantic Broadband the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the County has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, the term “Effective Date” is sixty (60) days following the full execution of this Agreement by the County and Atlantic Broadband.

2.3 COMPETITIVE EQUITY

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

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

(c) In the event an application for a new Franchise for Cable Service is submitted to the County proposing to serve Subscribers within the County, then the County shall notify Atlantic Broadband in writing of the submission of the application.

2.4 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and local laws and regulations. This Franchise is further subject to all applicable ordinances and resolutions of the County. Without waiving any of its rights, the County agrees that, to the extent any term of this Agreement is inconsistent with the terms of any County cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

SECTION 3 **SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE**

3.1 TECHNICAL REQUIREMENT

(a) Atlantic Broadband shall operate, maintain, construct, and extend the Cable System so as to offer one-way and two-way Cable Services for all programming services throughout all parts of the County where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Maryland and the generally applicable laws, ordinances and construction standards of the County.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Atlantic Broadband shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Atlantic Broadband is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of

the Cable Act. Atlantic Broadband shall extend the Cable System into all areas within the County where there is a minimum of twenty five (25) dwelling units per linear mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Atlantic Broadband shall complete said extensions within three (3) months of written notification to Atlantic Broadband by the County that an area has met the minimum density standard set forth herein (weather, environmental and/or other Force Majeure conditions permitting). Atlantic Broadband's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit further than one hundred twenty five (125) feet aerial distance from the main distribution line, Atlantic Broadband shall extend the Cable Service at a rate not to exceed the actual cost of installation.

(c) The County has the right to require Atlantic Broadband to place wires and/or equipment underground, provided that the County imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Atlantic Broadband shall be underground in those areas of the County where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Atlantic Broadband's facilities without technical degradation of the Cable System's signal quality. Atlantic Broadband shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals, provided that placing facilities underground does not preclude the use of ground-mounted appurtenances.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) The parties understand and agree that Atlantic Broadband has designed, constructed and shall maintain a Cable System that has been built for digital television standards with addressable technology capable of making available video channels received for digital and/or analog transmission and shall allocate a sufficient portion of said bandwidth to deliver two-way Cable Services.

(b) Atlantic Broadband reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Atlantic Broadband shall conduct proof of performance and other system tests as set forth below. Atlantic Broadband shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the County within thirty (30) days of a written

request from the County; provided, however, that Atlantic Broadband shall not be required to submit such reports more than one (1) time in any calendar year.

(b) Atlantic Broadband shall perform the following tests on its Cable System:

(1) All tests required by the FCC; and

(2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Agreement or in response to Subscriber complaints.

(c) If requested by reasonably prior written notice by the County, tests may be witnessed by its representatives.

3.5 EMERGENCY ALERT SYSTEM

Atlantic Broadband shall comply with the Emergency Alert System requirements of the FCC.

3.6 RATE DISCRIMINATION

All Atlantic Broadband residential Subscriber rates and charges shall be published and shall not discriminate among persons in the County under similar circumstances and conditions. Atlantic Broadband shall establish similar rates and charges for all residential Subscribers receiving similar services, regardless of race, color, religion, age, sex, marital status, income or economic status, national origin, sexual orientation, physical or mental disability, or geographic location within the County. Nothing in this Section shall be construed to prohibit:

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

(b) The offering of reasonable discounts to senior citizens.

3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Atlantic Broadband shall work cooperatively with any services that allow hearing-impaired Subscribers to contact Atlantic Broadband by telephone.

3.8 SERVICE TO MULTIPLE DWELLING UNITS ("MDUs")

Atlantic Broadband and the County hereby 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 Atlantic Broadband, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and the applicable state law.

3.9 REPAIRS AND RESTORATION

(a) Prior to any work in the Public Rights-of-Way, Atlantic Broadband shall apply to the County for all applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit, except for emergency repairs, without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event Atlantic Broadband or any agent, including contractors or subcontractors must make emergency repairs, prior to receiving a permit from the County, Atlantic Broadband must apply for all applicable permits within five (5) business days of such emergency activities.

(b) Whenever Atlantic Broadband or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance, weather permitting. Upon failure of Atlantic Broadband to comply within the time specified and the County having notified Atlantic Broadband in writing of the restoration and repairs required, the County may cause proper restoration and repairs to be made and the expense of such work shall be paid by Atlantic Broadband upon demand by the County.

(c) Whenever Atlantic Broadband or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the County if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Atlantic Broadband shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days, weather permitting.

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

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

(f) Whenever Atlantic Broadband or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Maryland One Call System prior to any such

disturbance. Atlantic Broadband shall adhere to any additional undergrounding requirements which the State may establish in the future.

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

3.10 SERVICE AREA MAPS

Upon written request and within sixty (60) days of such written request, but not more than once annually, Atlantic Broadband shall provide to the County for its exclusive, non-commercial use and shall maintain at its local offices, a complete set of Atlantic Broadband service area strand maps of the County on which shall be shown those areas in which its facilities exist and the location of all streets. Such strand maps are expressly understood by the County to be Atlantic Broadband's proprietary and confidential information. The strand maps shall be provided to the County in hardcopy or, if requested and available, in an electronic format acceptable to Atlantic Broadband and the County, provided that the County shall not retain such electronic or hard copies of the strand maps. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground.

3.11 DISCONNECTION AND RELOCATION

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

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

3.12 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the County, it shall be necessary, in the reasonable judgment of the County or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the County shall have the right to do so without cost or liability, provided that, wherever possible, the County shall give Atlantic Broadband notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System pursuant to this Section 3.12 the County shall treat Atlantic Broadband the same as, and require no more of Atlantic Broadband than, any other similarly situated entity.

3.13 TREE TRIMMING

(a) Atlantic Broadband, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Atlantic Broadband. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

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

3.14 CHANNEL CAPACITY

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

3.15 BROADCAST CHANNELS

To the extent required by federal law, Atlantic Broadband shall provide all Subscribers with Basic Service including, but not limited to, the following: (a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; (b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Public, Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.16 SIGNAL SCRAMBLING

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

3.17 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Atlantic Broadband provided their financial and other obligations to Atlantic Broadband are honored. Subject to Force Majeure provisions in Section 9.1, Atlantic Broadband shall use commercially reasonable efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Atlantic Broadband shall use commercially reasonable efforts to interrupt service only during periods of minimum use. When necessary Service Interruptions of more than twenty four (24) hours can be anticipated, Atlantic Broadband shall notify Subscribers in advance of such Service Interruption along with providing Subscribers with a pro-rata credit for the time of such Service Interruption.

3.18 PARENTAL CONTROL CAPABILITY

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

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

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

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

(c) If a historical record of Complaints indicates a clear failure to comply, Atlantic Broadband may be required to perform surveys to measure compliance with the telephone answering requirements above. If the County determines, after receiving Complaints itself and/or receiving a record of Complaints made to Atlantic Broadband in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the County shall notify Atlantic Broadband in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the County with its results.

4.2 INSTALLATIONS AND SERVICE CALLS

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

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty five (125) feet from the existing main distribution line.

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

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

4.3 NOTICES

(a) Atlantic Broadband shall provide written notice to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

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

(b) In accordance with applicable law, Atlantic Broadband shall notify Subscribers and the County in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Atlantic Broadband. Atlantic Broadband shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State or the County on the transaction between Atlantic Broadband and the Subscriber.

(c) In accordance with federal law, Atlantic Broadband shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements

contained herein by Atlantic Broadband during the previous twelve (12) months. Such file may be maintained electronically.

4.4 BILLING

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

(b) Atlantic Broadband shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Atlantic Broadband.

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

4.5 SUBSCRIBER COMPLAINT PROCEDURES

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

(a) Atlantic Broadband shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

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

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

(1) The Subscriber provides a written Complaint to Atlantic Broadband in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

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

4.6 DISCONNECTION

Atlantic Broadband may disconnect or terminate a Subscriber's service for cause:

(a) If at least forty-five (45) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

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

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

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

4.7 SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber for twenty four (24) or more consecutive hours, excluding those Service Interruptions which are the result of Force Majeure or not under the control of Atlantic Broadband and upon receipt of a request of the Subscriber, Atlantic Broadband shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

(a) Atlantic Broadband shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Atlantic Broadband shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

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

(c) Absent a court order or requirement of federal law, neither Atlantic Broadband nor its designee shall tap, monitor, arrange for the tapping or monitoring of any cable, line, signal,

input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that Atlantic Broadband may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner consistent with the federal law. To the extent permitted under applicable law, Atlantic Broadband shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Atlantic Broadband. Atlantic Broadband shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Atlantic Broadband nor its designee nor its employees shall make available to any third party, including the County, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Atlantic Broadband shall notify the Subscriber prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court. Nothing in this Agreement shall be construed to prevent the sale or availability of "non-personalized" or "aggregate data" which is not personalized data as defined in this Agreement.

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

(f) Atlantic Broadband shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, only in conformance with Section 631 of the Cable Act and other applicable law

SECTION 5

REGULATION BY THE COUNTY

5.1 RIGHT TO INSPECT

(a) The County shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Atlantic Broadband specified in Section 9.3, all documents, records and other pertinent information maintained by Atlantic Broadband which relate to the terms of this Agreement.

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

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County or its representatives may conduct a full compliance review, not more than once every three (3) years during the term, with respect to whether Atlantic Broadband has complied with the material terms and conditions of this Agreement so long as it provides Atlantic Broadband with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Atlantic Broadband may organize the necessary records and documents for appropriate review by the County. Within ninety (90) days of a written request, Atlantic Broadband shall provide the County with copies of records and documents that are kept in the normal course of business related to the cable compliance review.

5.3 RESERVED AUTHORITY

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

5.4 POLICE POWERS

Atlantic Broadband's rights under this Agreement are subject to the police powers of the County to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the County to impose any tax, fee or assessment of general applicability, to the extent that such assessment is non-discriminatory and in accordance with applicable law. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

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

5.7 REPORTING

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

(a) **Subscriber Complaint Reports**

Within thirty (30) days of a written request, Atlantic Broadband shall submit to the County a report showing the number of Complaints, as defined in Section 1(g), that required a work order and/or service call, originating from the County and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions, subject to Atlantic Broadband's right to exclude any personally identifiable subscriber information.

(b) **Annual Financial Report**

Atlantic Broadband shall submit to the County, no later than thirty (30) days following a written request, but not more than annually, its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Atlantic Broadband's Chief Financial Officer in accordance with Generally Accepted Accounting Principles.

(c) **Government Reports**

Atlantic Broadband shall provide to the County, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Atlantic Broadband has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Atlantic Broadband's Cable System within the County. Atlantic Broadband shall have the right to claim confidential, privileged or proprietary rights to such documents if such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in applicable law or this Agreement. Atlantic Broadband shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6 **COMPENSATION TO THE COUNTY**

6.1 FRANCHISE FEES

Atlantic Broadband shall pay to the County an amount equal to three percent (3%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the County. Atlantic Broadband shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The County may amend the Franchise Fee upon written notice to Atlantic Broadband provided that the Franchise Fee may not exceed the maximum

percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the County shall accompany such written notice. Any change in Atlantic Broadband's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice and shall not result in the adjustment of any previous paid Franchise Fees.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the County under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the County. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the County may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Atlantic Broadband shall deposit the Franchise Fee payments electronically into an account as designated by the County.

6.3 QUARTERLY REPORTS

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

6.4 FRANCHISE FEE REVIEW

(a) No more than once every three (3) years during the term of the Agreement, upon thirty (30) days prior written notice, the County shall have the right to conduct a Franchise Fee review or audit of Atlantic Broadband's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within thirty-six (36) months from the date the County receives such payment, after which period any such payment shall be considered final. Upon written request, but no more frequently than annually and within thirty (30) days of a written request, Atlantic Broadband shall provide the County with copies of financial records related to the Franchise Fee review or audit.

(b) In the event of an alleged over or underpayment, the County shall provide Atlantic Broadband with a written statement indicating the basis for the alleged underpayment. If the franchise fee audit or review reveals that there has been no over- or underpayments, the County shall provide written notice to Atlantic Broadband indicating that no over- or underpayments were found and that the franchise fee review is closed. Atlantic Broadband shall have thirty (30) days

from the receipt of the statement regarding an alleged underpayment to provide the County with any written objection to the results of the review or audit, including any substantiating documentation. Based on this exchange of information, the County shall make a final determination of the over or underpayment(s), if any, within thirty (30) days of Atlantic Broadband's objection and shall provide Atlantic Broadband with written notice of the determination. If Atlantic Broadband disputes the County's final determination, it may submit the dispute to a mutually agreed upon mediator within thirty (30) days of receiving the County's written notice of determination. In the event that Atlantic Broadband fails to submit the matter to mediation or arbitration within the required time period, the County's final determination shall be binding on Atlantic Broadband. If Atlantic Broadband submits the matter to mediation and an agreement is not reached, either party may bring an action to have the dispute determined by a court of competent jurisdiction.

(c) Any Franchise Fee payment due to the County as a result of the Franchise Fee review shall be paid to the County by Atlantic Broadband within sixty (60) days from the date the County notifies Atlantic Broadband of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the audit or Franchise Fee review shows that Franchise Fees have been underpaid, then Atlantic Broadband shall pay the underpaid amount plus monetary fines of ten percent (10%) of the underpayment. If Franchise Fees have been underpaid by five percent (5%) or more, then Atlantic Broadband shall also pay the reasonable cost of the review or audit. If the audit or franchise fee review shows that franchise fees have been overpaid, then Atlantic shall may offset the overpaid amount against future Franchise fee payments until such time as the overpayment has been entirely recouped.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required under this Section 6.5 are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then the Franchise Fee shall be applied to the retail price of the Cable Services in the bundle reduced by no more than a proportionate share of the overall discount.

SECTION 7 SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Atlantic Broadband shall provide a cable service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Atlantic Broadband will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Atlantic Broadband shall notify the County in writing regarding the amount of the monthly service fee for each account based on fair market value. The County shall then notify Atlantic Broadband, within thirty (30) days of receiving the notice from Atlantic Broadband, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The

County may upgrade the level of cable service received at then current rate card prices for the higher level of service. The County may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary cable services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Atlantic Broadband will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of cable service, outlets, or service locations ordered by the County shall continue to be subject to standard rates.

(c) During the term of the Franchise, the County may change a Public Building location listed in Exhibit A upon 90-days written notice to Atlantic Broadband, provided that the new location is within 125 feet of existing Atlantic Broadband cable distribution plant.

(d) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq.*, as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet the specific criteria set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Atlantic Broadband shall continue to provide as set forth herein, the use of one (1) dedicated Educational and Governmental ("EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. The City shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. However, Atlantic Broadband may utilize the channel during periods where the channel is not in use by the City. Atlantic Broadband shall not exercise any editorial control over EG Channel programming. Atlantic Broadband shall cablecast the activated EG Channel so that it may be received by all Atlantic Broadband Subscribers in the City. If requested by any neighboring City served by Atlantic Broadband from the same head-end or hub site as that providing service to the City, then the City agrees to cooperate with such City in the shared use of the EG channel.

(b) The City and Atlantic Broadband further agree that all costs incurred by Atlantic Broadband for supporting such EG Channel, including any and all equipment may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Atlantic Broadband reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(c) Atlantic Broadband shall be responsible for maintaining the Return Line to the video origination point of the EG Channel so long as the City provides Atlantic Broadband with

access to such location and access to the EG Channel equipment within such location. Atlantic Broadband shall provide, install and maintain in good working order the equipment and the appropriate technical method approved by Atlantic Broadband necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Atlantic Broadband shall not be liable for any content programmed on the designated PEG Channel.

(d) The City or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The City and Atlantic Broadband agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

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

SECTION 8

ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Atlantic Broadband violated any provision of this Agreement, it shall notify Atlantic Broadband in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the County does not notify Atlantic Broadband of any violation of this Agreement, it shall not operate as a waiver of any rights of the County hereunder or pursuant to applicable law.

(b) Atlantic Broadband shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Atlantic Broadband must cure the violation shall be extended by the County in writing for such additional time necessary to complete the cure, provided that Atlantic Broadband shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the County.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) above, then Atlantic Broadband may request that the County schedule a public hearing to provide Atlantic Broadband with the opportunity to demonstrate that Atlantic Broadband continues to make reasonable steps to cure. Alternatively, the County may conduct a public hearing following written notice to Atlantic Broadband that it intends to impose liquidated damages. If the County determines as a result of such hearing that Atlantic Broadband has not taken reasonable steps to

cure the violation, then the County may deem that Atlantic Broadband is liable for liquidated damages and/or any other right or remedy and the County's costs in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Atlantic Broadband's failure to comply with provisions of this Agreement will result in injury to the County and because it will be difficult to measure the extent of such injury, the County may assess liquidated damages against Atlantic Broadband (after affording Atlantic Broadband due process in accordance with Section 8.1(c) above) in the amount of One Hundred Fifty Dollars (\$150.00) per day for each day the violation continues, provided Atlantic Broadband has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Atlantic Broadband or legal action by the County but shall be in addition to such specific performance or legal action.

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

8.3 REVOCATION

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

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

(2) Atlantic Broadband repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

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

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

(c) A revocation shall be declared only by a written decision of the County Council after an appropriate public hearing that shall afford Atlantic Broadband due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses

and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State. All notice requirements shall be met by providing Atlantic Broadband at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The County, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Atlantic Broadband of mitigating circumstances or good cause for the existence of such grounds. The County shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Atlantic Broadband.

8.4 INSURANCE

(a) Atlantic Broadband shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus VII in the following amounts:

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

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

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

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

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

(c) Atlantic Broadband shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5. Atlantic Broadband shall provide the County with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Atlantic Broadband shall deliver to the County Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement, on an annual basis.

(e) The limits above may be satisfied with a combination of primary and excess coverage.

8.5 INDEMNIFICATION

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

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

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

9.2 REMOVAL OF SYSTEM

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

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

(c) Notwithstanding the above, Atlantic Broadband 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 Atlantic Broadband from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

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

Kent County
400 High Street
Chestertown, MD 21620
Attn: County Administrator

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

Atlantic Broadband
2 Batterymarch Park
Suite 205
Quincy, MA 02169

With copies to:

Atlantic Broadband
General Counsel
2 Batterymarch Park
Suite 205
Quincy, MA 02169

and

Atlantic Broadband
Attn: VP/GM of Maryland Region
2 Batterymarch Park
Suite 205
Quincy, MA 02169

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

9.4 EQUAL EMPLOYMENT OPPORTUNITY

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

9.5 CAPTIONS

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

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, Ken County, or in the United States District Court for the District of Maryland.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Atlantic Broadband nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld or delayed.

(b) Neither Atlantic Broadband nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld or delayed.

(c) Neither Atlantic Broadband nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five percent (25%) of its equitable ownership in the Cable System without the prior written consent of the County, provided that such consent shall not be unreasonably withheld or delayed.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Atlantic Broadband in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Atlantic Broadband.

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

on the transfer or assignment. The County shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the County for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement unless such one hundred twenty (120) days shall have elapsed.

9.8 ENTIRE AGREEMENT

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

9.9 SEVERABILITY

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

9.10 NO WAIVER OF RIGHTS

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

9.11 CHANGE OF LAW

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

9.12 COMPLIANCE WITH LAWS

Atlantic Broadband shall comply with all federal, state and local laws and regulations.

9.13 THIRD-PARTY BENEFICIARIES

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

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Atlantic Broadband, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2021 of the County Commissioners of Kent County, Maryland.

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

KENT COUNTY

By: _____

Name: _____

Title: _____

Date: _____

ATLANTIC BROADBAND (DELMAR), LLC

By: _____

Name: Leslie J. Brown

Title: SVP & General Counsel

Date: _____

Exhibit A

SERVICES TO COMMUNITY FACILITIES

Kent County High School
25305 Lambs Meadow Road
Worton, MD

Worton Elementary School
11085 Worton Road
Worton, MD

Kent County EMS
11528 Lynch Road
Worton, MD



**Summary of the FCC's Recent Third Report and Order
Regarding Cable Franchise In-Kind Benefits
August 8, 2019**

On August 1, 2019, the Federal Communications Commission ("FCC" or "Commission"), in a 3-2 vote, approved its Third Report and Order, formally titled "In the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act" ("Order"). This Order will have a significant impact on our clients with respect to their cable franchise benefits and obligations. The Order is the result of a notice and comment proceeding in which numerous local governments, national municipal organizations, cable operators, and cable industry associations participated. Our law firm submitted comments on behalf of several clients. The following is a brief summary of the salient issues in the 85-page Order.

The underlying premise of the Order is that all in-kind, non-capital cable company contributions to local governments fall within the five percent (5%) franchise fee and therefore must be offset against franchise fee payments. The Order defines "in-kind cable-related contributions" as "...any non-monetary contributions related to the provision of cable services provided by cable operators as a condition or requirement of a local franchise, including but not limited to, free or discounted cable service to public buildings, non-capital costs in support of PEG access, and costs attributable to the construction, maintenance, and service of I-Nets. It does not include the costs of complying with build-out and customer service requirements." (Fn. 42) The key practical effects of ruling are as follows:

PEG Channels and PEG Financial Support

The Order finds that the "costs associated with PEG channel capacity" are in-kind costs that fall within the definition of franchise fees. (¶42) In other words, the cost of the PEG channels themselves, separate from financial support for PEG channels, may be offset against franchise fee payments. In contrast to the Commission's Notice of Proposed Rulemaking ("NPRM") that commenced this proceeding, however, the FCC declined to decide whether PEG channel capacity is a capital cost and, if so, what valuation method to use to determine the cost. The Order states: "While we find that the costs associated with the provision of PEG channel capacity are cable-related, in-kind costs that fall within the definition of 'franchise fee', **we find that the record is insufficiently developed** to determine whether such costs should be excluded from the franchise fee as a capital cost under the exemption in Section 621(g)(2)(C)." (emphasis added) This is good news, at least in the short term, for municipalities that have active PEG channels.

With respect to PEG financial support, the Commission maintains its longstanding rule, derived from Section 611 of the Cable Act, that contributions for PEG capital costs are exempt

from franchise fees and may not be offset against franchise fee payments. The definition of “capital costs” in the Order is actually a slight improvement over the FCC’s old definition, in that it describes such costs as “costs incurred in acquiring or improving capital assets for PEG access facilities.” (¶33) This appears to include all equipment used to support PEG channels and the production of local programming: “[W]e believe at the present time that the definition of ‘capital costs’... includes equipment purchased in connection with PEG access facilities, even if it is not purchased in conjunction with the construction of such facilities.” Id. Cable operator financial support used for PEG operations, on the other hand, may be offset against franchise fees.

Finally, there was some question as to whether the costs of transport facilities for PEG channel signals may be offset against franchise fees. The Commission found that they may not: “[T]he installation of transport facilities dedicated for long-term use by a PEG provider for the transmittal of recurring programming to a cable headend or other point in the cable system—PEG transport—does not count toward the five percent franchise fee cap... Although we agree that the costs associated with the use of transport lines for ‘episodic’ or ‘short-term’ PEG programming is an operating cost that is subject to the franchise fee cap, we decline to establish a fixed quantity of PEG transport return lines that is ‘adequate’ under section 621(a)(4)(B).” (¶49)

Institutional Networks or I-Nets

Unlike PEG channel capacity and PEG capital costs, the Order finds that the value of I-Nets may be offset against franchise fee revenue at this time. The Order states: “We find that the costs associated with the construction, maintenance, and service of an I-Net fall within the five percent cap on franchise fees. Such costs are cable-related, in-kind contributions...” (¶55) The Commission acknowledges that I-Nets are a benefit to their communities, but it concludes that “such benefits cannot override the statutory framework, which carves out only limited exclusions from franchise fees.” Id. With respect to the method for determining the value of the offset, the FCC lands squarely on the side of fair market value. It states the following:

We must address the value of other in-kind contributions, however, including free service to public buildings and I-Net contributions. We believe that fair market value, where there is a product in the market, is the most reasonable valuation for in-kind contributions because it is easy to ascertain—cable operators have rate cards to set the rates they charge customers for services they offer. Moreover, a fair market valuation reflects the fact that, if a franchising authority did not require an in-kind assessment as part of its franchise, it would have no choice but to pay the market rate for services it needs from the cable operator or another provider. (¶61)

How fair market value is actually determined remains to be seen and will certainly be a source of contention between local governments and cable operators. For local governments that currently have I-Nets provided by their cable operator(s), however, the Order is bad news indeed.

Courtesy Cable Services

The Order confirms and restates that so-called “free cable services” to municipal facilities, schools, and public libraries may be offset against franchise fees. It states: “We find that costs attributable to franchise terms that require a cable operator to provide free or discounted cable

service to public buildings, including buildings leased by or under control of the franchise authority, are cable-related in-kind contributions that fall within the five percent cap on franchise fees.” (§26) As with its discussion of I-Nets, the Order concludes that any such services must be offset against franchise fees based on their fair market value. (§61)

The FCC outlines the options available to local governments when it comes to these services: “The local franchising authority may wish to either (1) continue to receive the existing free cable service and a monetary payment of five percent minus the fair market value of that service, or (2) discontinue service and receive a monetary payment of five percent, or (3) reduce the free cable service to select municipal buildings and receive a monetary payment of five percent minus the fair market value of the reduced service.” (Fn. 251) The FCC is clearly driving home its position that local governments cannot receive free cable service in addition to franchise fees.

Implementation and Conclusion

The Order is prospective and may not be applied retroactively. (§62) For those current franchise agreements that conflict with the Order, the Commission “encourages the parties to negotiate franchise modifications within a reasonable period of time.” *Id.* In footnote 247 to the Order, it concludes that 120 days “should be, in most cases” a reasonable period of time. What happens if the parties cannot agree on changes to the franchise agreement? Here the FCC assumes that any failure to reach agreement will be the fault of the local government: “If a franchise authority refuses to modify any provision of a franchise agreement that is inconsistent with this Order, that provision is subject to preemption under Section 636(c).” (§62) Section 636(c) states simply that any franchise term that is inconsistent with the Cable Act will be deemed to be preempted. 47 U.S.C. 556(c) While the FCC may believe that this provides clear guidance as to how the Order will be implemented in practice, many questions remain.

Finally, in comments to the Commission prior to the Order, the National Association of Telecommunications Officers and Advisors (NATOA) asked the FCC to clarify that cable operators are not *required* to modify franchise agreements to comply with the Order, but rather may voluntarily choose to keep intact current franchise provisions. In response to this request, the Commission states: “We reject the request of NATOA that we clarify that this Order is ‘permissive not mandatory.’ Complying with the terms of the statute is not optional.” (Fn. 251)

The Order will take effect 30 days after its publication in the Federal Register. There is no specific timeline for Federal Register publication, but it could occur as early as mid-August. There is no doubt that the Order will be legally challenged by many local governments and municipal associations. In our judgment, most of the conclusions of the Order are not sustainable under federal law. We will be sure to address the legal issues on appeal in future client correspondence. This concludes our summary of the Order. Please feel free to contact me directly if you have any questions or concerns.

Dan Cohen
Cohen Law Group
dcohen@cohenlawgroup.org
(412) 447-0130 x11



Cable Franchise Renewal Agreement 4/6/2021 County Commissioners Meeting

Item Summary:

Consider for a Vote, Resolution 2021-05 A Resolution Authorizing Execution of a Cable Franchise Agreement Between the County and Comcast of Delmarva, LLC

ATTACHMENTS:

Description

04.06.21 Resolution 2021-05 A Resolution Authorizing Execution of a Cable Franchise Agreement Between the County and Comcast of Delmarva, LLC

Kent County - Comcast Franchise Agreement (Final Clean)

FCC Section 621 Third Report and Order Summary

RESOLUTION 2021-05
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**A RESOLUTION AUTHORIZING EXECUTION OF A CABLE FRANCHISE
AGREEMENT BETWEEN THE COUNTY AND COMCAST OF DELMARVA, LLC**

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

WHEREAS, Comcast of Delmarva, LLC (“Comcast”) currently holds a franchise to operate a Cable System within the County previously granted to Comcast or a predecessor entity; and

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

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, receive Franchise Fees for Comcast’s use of the County’s rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, provide legal protections for the County, and meet the current and future cable-related needs of its residents; and

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

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting Comcast’s franchise according to the terms and conditions contained herein.

NOW THEREFORE, BE IT RESOLVED, that the County Commissioners of Kent County, Maryland hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

RESOLVED this ____ day of _____, 2021.

ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston, Clerk

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

DRAFT

CABLE FRANCHISE AGREEMENT

BETWEEN

KENT COUNTY, MARYLAND

AND

COMCAST OF DELMARVA, LLC

With assistance from:

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

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed as of the ____ day of _____, 2021 (hereinafter referred to as the “Effective Date”) by and between the Kent County, Maryland (hereinafter referred to as the “County”) and Comcast of Delmarva, LLC (hereinafter referred to as “Comcast”).

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

WHEREAS, Comcast currently holds a franchise to operate a Cable System within the County previously granted to Comcast or a predecessor entity; and

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

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, receive Franchise Fees for Comcast’s use of the County’s rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, provide legal protections for the County, and meet the current and future cable-related needs of its residents; and

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

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting Comcast’s franchise according to the terms and conditions contained herein;

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

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast,

but does not include affiliates that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and any Public, Educational and Governmental ("PEG") access channel.

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

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

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the County. Such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

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

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

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

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

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

(k) FCC - Federal Communications Commission.

(l) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State (as defined herein) or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; partial or entire failure of utilities; or other event that is reasonably beyond the Franchisee's ability to anticipate or control.

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

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

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

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls;
- (11) inside wire maintenance fees;
- (12) service plan protection fees;
- (13) convenience fees;
- (14) early termination fees;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;

- (17) rental or sales of any and all Cable Service equipment, including converters and remote control devices;
- (18) any and all locally-derived Cable Service advertising revenues;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) revenue from interactive Cable Services;
- (21) broadcast retransmission fees;
- (22) regional sports programming fees;
- (23) late payment fees;
- (24) billing and collection fees;
- (25) NSF check charges; and
- (26) Franchise Fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refunded deposits, agency commission fees for unaffiliated third-party advertising sales agencies, any revenues generated by Non-Cable Services, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the County, State, federal or other governmental unit. In the event of any dispute over the classification of revenue, the County and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(p) HD – High-definition format.

(q) Leased Access - Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

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

(s) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(t) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

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

(v) Public, Educational and Governmental (PEG) Channel - An access channel that consists of local public, educational and/or governmental programming.

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

(x) Public Rights-of-Way – The surface of all rights-of-way and the space above and below any public street, road, highway, freeway, lane, path, public way or place, alley, court, boulevard, parkway, drive or easement now or hereafter held by the County for the purpose of public travel and shall include other similar easements or rights-of way as shall be now held or hereafter held by the County which shall, within their proper use and meaning, entitle Comcast to the use thereof for the purposes of installing poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(y) Service Interruption - The loss of picture or sound on one or more Channels.

(z) State - The State of Maryland.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Maryland law, the County hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the County hereby grants to Comcast the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the County has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law. Nothing in this Agreement shall be construed to prohibit Comcast from offering any service over the Cable System that is not prohibited by federal or state law.

2.2 TERM OF FRANCHISE

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

2.3 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

2.4 NON-EXCLUSIVITY

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

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolutions of the County. Without waiving any of its rights, the County agrees that, to the extent any term of this Agreement is inconsistent with the terms of any County ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

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

(b) The franchise granted to Comcast is non-exclusive; however, if the County grants a subsequent franchise, or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent franchise, or

other authorization to provide wired video services, is more favorable or less burdensome, then the County and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity. If the County disagrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise, or other authorization, is more favorable or less burdensome, Comcast may elect to shorten the remaining term of this Agreement to not more than thirty six (36) months and shall be deemed to have timely invoked the formal renewal rights and procedures set forth in §626 of the Federal Cable Act.

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

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 AREA TO BE SERVED

(a) Subject to the density requirements herein, Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Upon request or by ascertainment by Comcast, Comcast shall extend the Cable System into all areas within the County where there is a minimum of twenty-five (25) dwelling units per linear mile of cable, calculated from the nearest technically feasible point of the Cable System trunk or feeder line from which a usable cable signal can be obtained. 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. Comcast shall complete said extensions within twelve (12) months of written notification to Comcast by the County, and verification by Comcast, that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit further than one hundred twenty-five (125) feet aerial distance from the main distribution line, Comcast shall extend the Cable Service and the Subscriber and Comcast shall share equally the actual cost of installation from the main distribution line.

(c) The County has the right to require Comcast to place wires and/or equipment underground, provided that the County imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the County where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal

quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals. In the event public and/or private funds are made available to pay for placement of wires and/or equipment underground, to the extent other users of the Public Rights-of-Way are so notified, the County shall notify Comcast that such funds are available, and Comcast may apply or request that the County apply for such funds. Comcast reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.

(d) Comcast may refuse to provide Service to any Person for demonstrable reasonable cause.

3.2 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards. Comcast's Cable System shall be capable of providing consistent, high-quality reception to Subscribers in the County.

(b) Comcast shall continue to operate, maintain, construct, and extend the Cable System so as to offer Cable Services throughout all parts of the County where the density requirements of Section 3.1 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State and the generally applicable laws, ordinances and construction standards of the County.

(c) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

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

3.3 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the County, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the County within thirty (30) days of completion of a County-requested test that describes the results of the test. If

any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the County may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The County reserves the right, upon at least sixty (60) days' notice to Comcast, to conduct a technical audit of the Cable System.

3.4 EMERGENCY ALERT SYSTEM

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

3.5 RATE DISCRIMINATION

All Comcast residential Subscriber rates and charges shall be published and shall not discriminate among persons in the County under similar circumstances and conditions. Comcast shall establish similar rates and charges for all residential Subscribers receiving similar services, regardless of race, color, religion, age, sex, marital status, income or economic status, national origin, sexual orientation, physical or mental disability, or geographic location within the County. Nothing in this Section shall be construed to prohibit:

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

(b) The offering of reasonable discounts to senior citizens or discounts to economically disadvantaged citizens;

(c) The establishment of different and nondiscriminatory rates and charges and classes of services for commercial Subscribers, as well as different, nondiscriminatory monthly rates for classes of commercial Subscribers;

(d) The establishment of reduced bulk rates for residential Subscribers; or.

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

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

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

3.7 SERVICE TO MULTIPLE DWELLING UNITS (“MDUs”)

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

3.8 REPAIRS AND RESTORATION

(a) Prior to any work in the Public Rights-of-Way, Comcast shall apply to the County for all applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit, except for emergency repairs, without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event Comcast or any agent, including contractors or subcontractors must make emergency repairs, prior to receiving a permit from the County, Comcast must apply for all applicable permits within five (5) business days of such emergency activities. Notwithstanding the requirements herein, Comcast shall not be required to obtain permits for Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or for routine maintenance that does not disturb surface grade or block vehicular traffic.

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

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

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

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

(f) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Maryland One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the State may establish in the future.

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

3.9 SERVICE AREA MAPS

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

3.10 DISCONNECTION AND RELOCATION

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

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

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the County, it shall be necessary, in the reasonable judgment of the County or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the County shall have the right to do so without cost or liability, provided that, wherever possible, the County shall give Comcast notice and the ability to relocate

wires, cable or other equipment. The County shall use reasonable efforts to minimize the impact on Comcast's facilities related to any emergency removal.

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

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations, and shall require County approval, with the exception of Emergency situations as defined in Section 1(k). Comcast shall fully bear the costs associated with tree trimming.

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

3.13 CHANNEL CAPACITY

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

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to, the following: (a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; (b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Public, Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.15 SIGNAL SCRAMBLING

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

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1,

Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. Under Normal Operating Conditions, when necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

3.17 PARENTAL CONTROL CAPABILITY

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

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

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

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

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the County determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the County shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the County the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo

identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast logo.

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

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

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

4.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, at intervals not less than one (1) per year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

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

(b) In accordance with applicable law, Comcast shall notify Subscribers and the County in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State or the County on the transaction between Comcast and the Subscriber.

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

4.4 BILLING

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

(b) Comcast shall not assess late fees for non-payment of a current bill until at least twenty (20) days have elapsed since the mailing of the bill by Comcast.

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

4.5 SUBSCRIBER COMPLAINT PROCEDURES

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

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

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

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

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution. Complaint records shall be maintained for one (1) year following resolution of the Complaint.

4.6 DISCONNECTION

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

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

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

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

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

4.7 SERVICE INTERRUPTIONS

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

(b) Under Normal Operating Conditions, in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that

portion of the service charge during the next available billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Comcast to verify the problem, if requested by Comcast. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

4.8 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

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

SECTION 5 **REGULATION BY THE COUNTY**

5.1 RIGHT TO INSPECT

(a) The County shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement.

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

(c) Upon thirty (30) days written request to Comcast, the County, at the County's cost, may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The County shall not make physical contact with the Cable System except to the extent reasonably necessary to determine compliance with this Agreement. The County may not adversely impact, or interfere with the operation or performance of, the Cable System or open any unopened vaults, pedestals or conduits without the express permission of Comcast. If a condition creating a serious, clear, and immediate danger to the health, welfare, or safety of the public is found to exist, the County, in addition to taking any other action permitted under applicable law, may order Comcast, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition within a reasonable time established by the County.

(d) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the County or its designated representatives shall be treated as confidential by the County so long as

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

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County or its representatives, not more than once every three (3) years, may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the County. The period for any such review shall be for not more than the thirty-six (36) months immediately previous to the notice. Within thirty (30) days of a written request, Comcast shall provide the County with copies of records and documents related to the cable compliance review. Comcast shall not be required to disclose any confidential or proprietary information at any compliance review session held in a public forum. Any confidential or proprietary information provided by Comcast shall be subject to the conditions set forth in Section 5.1(d) above. Within thirty (30) days after the conclusion of the compliance review, the County shall provide Comcast with its written determination regarding Comcast’s compliance with the terms and conditions of this Agreement. Any compliance review report shall not contain any confidential or proprietary information disclosed by Comcast during the compliance review.

5.3 RESERVED AUTHORITY

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

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the County to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the County's lawful exercise of its police powers materially alters the rights, benefits, obligations, or duties of this Agreement, Comcast and County shall modify the provisions of this Agreement to minimize the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

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

5.6 PERMITS

Comcast shall apply to the County for all generally applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event that Comcast or any agent, including contractors or subcontractors, must make Emergency repairs prior to receiving a permit from the County, Comcast must apply for all applicable permits within five (5) business days of such Emergency activities. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

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

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, Comcast shall submit to the County a report showing the number of Complaints, as defined in Section 1(g), that required a work order and/or service call, originating from the County and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition and upon request, no later than forty-five (45) days following the end of a calendar year, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;

(2) Breakdown by type of Complaint received (i.e. complete outage, snowy picture, etc.);

(3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);

(4) Number of known service interruptions and the approximate length of time of each such interruption;

(5) Average hold time for Subscriber service telephone calls that were received in the previous quarter;

(6) Percentage of telephone calls answered within thirty (30) seconds during the previous quarter;

(7) Percentage of telephone calls received within the previous quarter that were abandoned before being answered by a live operator; and

(8) Percentage of time when all incoming telephone trunk lines were in a busy condition during the previous quarter.

(b) Annual Reports

Within thirty (30) days of a written request, Comcast shall submit to the County its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission by Comcast of the most recent U.S. Securities and Exchange Commission Annual Report Form 10-K prepared by Comcast shall be deemed as satisfactory compliance with this Section 5.7(b).

(c) Government Reports

Comcast shall provide to the County, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies in the previous year if such documents relate specifically to Comcast's Cable System within the County. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

(d) Operational Reports

Within thirty (30) days of a written request, Comcast shall provide the County with copies of reports, documents, logs, or related written materials pertaining to the operation of the Cable System serving the County during the previous year. Such reports may include, but are not limited to, outage logs, preventative maintenance logs, results of technical performance tests, and trouble call reports.

SECTION 6

COMPENSATION TO THE COUNTY

6.1 FRANCHISE FEES

Comcast shall pay to the County an amount equal to three percent (3%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the County. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The County may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed five percent (5%) of Gross Revenues. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the County shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the County under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the County. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the County may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the County.

6.3 QUARTERLY REPORTS

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

6.4 FRANCHISE FEE REVIEW

(a) Not more than once every three (3) years, the County shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within thirty-six (36) months from the date the County receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the

County with copies of financial records related to the Franchise Fee review or audit. Comcast shall pay the reasonable cost of such a Franchise Fee review or audit.

(b) In the event of an alleged underpayment, the County shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the County shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review or audit is closed. Comcast shall have thirty (30) days from the receipt of a statement regarding an alleged underpayment to provide the County with any written objection to the results of any Franchise Fee review or audit, including any substantiating documentation. Based on this exchange of information, the County shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the County's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the County's written notice of determination. In the event an agreement is not reached at mediation, arbitration, or otherwise, either party may bring an action to have the disputed amount determined by a court of law.

(c) Any Franchise Fee payment due to the County as a result of the Franchise Fee review shall be paid to the County by Comcast within sixty (60) days from the date the County notifies Comcast of its final determination, or if the matter is submitted to mediation or arbitration, or being determined by a court of law, within sixty (60) days from the final disposition of such action. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the County that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required under Section 6.4 are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then the Franchise Fee shall be applied in accordance with GAAP.

SECTION 7

EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

7.1 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall provide to the County, within one hundred eighty (180) days of a written request and as set forth herein, the use of one (1) dedicated Educational and Governmental ("EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. The County shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such

functions, to an appropriate designee. Comcast shall not exercise any editorial control over EG Channel programming, except Comcast may refuse to transmit any program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. Comcast shall cablecast the activated EG Channel so that it may be received by all Comcast Subscribers in the County.

(b) To enable the County to utilize the EG Channel, the County shall select one (1) location within the County's boundaries, within two hundred fifty (250) feet of Comcast's distribution cable, and Comcast shall provide and install, within one hundred eighty (180) days of a written request by the County, direct fiber links, including activation equipment capable of transmitting HD quality video and audio between the video origination location and the Comcast headend, such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the County. This fiber link and equipment shall be collectively known as the "Return Line." Alternatively, Comcast may receive EG programming through an interconnection agreement with another video provider in the County.

(c) Any expenditure made in connection with the construction and maintenance of the Return Line shall be born solely by the County. The County and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment and EG support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(d) Comcast shall be responsible for maintaining the Return Line to the video origination point of the EG Channel so long as the County provides Comcast with access to such location and access to the EG Channel equipment within such location. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(e) At the time that the County and/or its designee begin to produce EG programming in high definition ("HD") format, and upon sixty (60) days written request, Comcast shall meet with the County to discuss, in good faith, distribution of the EG channel signals in HD format through the cable system.

(f) The County or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The County and Comcast agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

(g) In the event the County or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by the County. If the County

approves Comcast's use of an EG Channel and, subsequent to such approval, the County requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the County that it requires such channel for educational and/or governmental use.

SECTION 8

ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

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

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

(c) If the violation has not been cured within the time allowed under Section 8.1(b) and, in the County's judgment, Comcast has not taken reasonable steps to cure the violation, then the County may deem that Comcast is liable for liquidated damages and/or any other right or remedy and the County's costs in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with provisions of this Agreement will result in injury to the County and because it will be difficult to measure the extent of such injury, the County may assess liquidated damages against Comcast in the amount of One Hundred Dollars (\$100.00) per day for each day the violation of a material term continues, up to a maximum of Twelve Thousand Dollars (\$12,000) per year, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). The County shall provide Comcast with written notice that it intends to elect the liquidated damages remedies set forth herein. Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance. The liquidated damages herein replace any application of civil infractions for non-compliance related to the obligations under this Agreement.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the County. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. For the purposes of liquidated damages, all similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation or noncompliance event. The County may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction before, during, or after the assessment of liquidated damages. Nothing herein is intended to allow duplicative recovery from or payments by Comcast or its surety(s).

8.3 REVOCATION

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

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

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.2;

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

(4) Upon the appointment of a receiver or trustee to take over and conduct the business of Comcast whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(i) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(ii) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement and have remedied all defaults under this Agreement. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused

from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the County Board of Commissioners after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The County, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The County shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. Comcast may appeal such written determination to an appropriate court of competent jurisdiction.

8.4 PERFORMANCE BOND

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

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the County. Comcast shall restore the bond to its original level within thirty (30) days after any amount has been paid to the County from the performance bond. The County shall give Comcast twenty (20) business days' notice of its intent to draw from the performance bond. The County may not draw from the performance bond while any action, appeal or other process has been instituted by Franchisee to challenge the amount owed.

8.5 INSURANCE

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

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

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

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

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

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

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

(d) Comcast shall deliver to the County Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the County.

8.6 INDEMNIFICATION

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

(b) Nothing in this Franchise Agreement is intended to express or imply a waiver of statutory provisions, of any kind or nature, as set for in State statutes, including the limits of

liability of the County as exists presently or may be increased from time to time by the State legislature.

8.7 WORKERS' COMPENSATION INSURANCE

Comcast shall obtain and maintain workers' compensation insurance for all of its employees in compliance with State laws.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

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

9.2 REMOVAL OF SYSTEM

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

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

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

9.3 NOTICES

Every notice or payment to be served upon or made to the County shall be either by hand delivery or first-class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Kent County
Attn: County Administrator
400 High Street
Chestertown, Maryland 21620

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

Comcast
1215 East Fort Avenue, Suite 103
Baltimore, MD 21230
Attention: Vice President, Government Affairs, Beltway Region

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

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

9.4 EQUAL EMPLOYMENT OPPORTUNITY

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

9.5 CAPTIONS

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

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, Kent County, or in the United States District Court for the District of Maryland.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than fifty percent (50%) of its equitable ownership in the Cable System without the prior written consent of the County, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

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

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

9.8 ENTIRE AGREEMENT

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

9.9 SEVERABILITY

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

9.10 NO WAIVER OF RIGHTS

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

9.11 CHANGE OF LAW

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

9.12 COMPLIANCE WITH LAWS

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

9.13 THIRD-PARTY BENEFICIARIES

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

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2021 of the County Commissioners of Kent County, Maryland.

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

KENT COUNTY

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF DELMARVA, LLC

By: _____

Name: Mary McLaughlin

Title: Regional Senior Vice President

Date: _____



**Summary of the FCC's Recent Third Report and Order
Regarding Cable Franchise In-Kind Benefits
August 8, 2019**

On August 1, 2019, the Federal Communications Commission ("FCC" or "Commission"), in a 3-2 vote, approved its Third Report and Order, formally titled "In the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act" ("Order"). This Order will have a significant impact on our clients with respect to their cable franchise benefits and obligations. The Order is the result of a notice and comment proceeding in which numerous local governments, national municipal organizations, cable operators, and cable industry associations participated. Our law firm submitted comments on behalf of several clients. The following is a brief summary of the salient issues in the 85-page Order.

The underlying premise of the Order is that all in-kind, non-capital cable company contributions to local governments fall within the five percent (5%) franchise fee and therefore must be offset against franchise fee payments. The Order defines "in-kind cable-related contributions" as "...any non-monetary contributions related to the provision of cable services provided by cable operators as a condition or requirement of a local franchise, including but not limited to, free or discounted cable service to public buildings, non-capital costs in support of PEG access, and costs attributable to the construction, maintenance, and service of I-Nets. It does not include the costs of complying with build-out and customer service requirements." (Fn. 42) The key practical effects of ruling are as follows:

PEG Channels and PEG Financial Support

The Order finds that the "costs associated with PEG channel capacity" are in-kind costs that fall within the definition of franchise fees. (¶42) In other words, the cost of the PEG channels themselves, separate from financial support for PEG channels, may be offset against franchise fee payments. In contrast to the Commission's Notice of Proposed Rulemaking ("NPRM") that commenced this proceeding, however, the FCC declined to decide whether PEG channel capacity is a capital cost and, if so, what valuation method to use to determine the cost. The Order states: "While we find that the costs associated with the provision of PEG channel capacity are cable-related, in-kind costs that fall within the definition of 'franchise fee', **we find that the record is insufficiently developed** to determine whether such costs should be excluded from the franchise fee as a capital cost under the exemption in Section 621(g)(2)(C)." (emphasis added) This is good news, at least in the short term, for municipalities that have active PEG channels.

With respect to PEG financial support, the Commission maintains its longstanding rule, derived from Section 611 of the Cable Act, that contributions for PEG capital costs are exempt

from franchise fees and may not be offset against franchise fee payments. The definition of “capital costs” in the Order is actually a slight improvement over the FCC’s old definition, in that it describes such costs as “costs incurred in acquiring or improving capital assets for PEG access facilities.” (¶33) This appears to include all equipment used to support PEG channels and the production of local programming: “[W]e believe at the present time that the definition of ‘capital costs’... includes equipment purchased in connection with PEG access facilities, even if it is not purchased in conjunction with the construction of such facilities.” Id. Cable operator financial support used for PEG operations, on the other hand, may be offset against franchise fees.

Finally, there was some question as to whether the costs of transport facilities for PEG channel signals may be offset against franchise fees. The Commission found that they may not: “[T]he installation of transport facilities dedicated for long-term use by a PEG provider for the transmittal of recurring programming to a cable headend or other point in the cable system—PEG transport—does not count toward the five percent franchise fee cap... Although we agree that the costs associated with the use of transport lines for ‘episodic’ or ‘short-term’ PEG programming is an operating cost that is subject to the franchise fee cap, we decline to establish a fixed quantity of PEG transport return lines that is ‘adequate’ under section 621(a)(4)(B).” (¶49)

Institutional Networks or I-Nets

Unlike PEG channel capacity and PEG capital costs, the Order finds that the value of I-Nets may be offset against franchise fee revenue at this time. The Order states: “We find that the costs associated with the construction, maintenance, and service of an I-Net fall within the five percent cap on franchise fees. Such costs are cable-related, in-kind contributions...” (¶55) The Commission acknowledges that I-Nets are a benefit to their communities, but it concludes that “such benefits cannot override the statutory framework, which carves out only limited exclusions from franchise fees.” Id. With respect to the method for determining the value of the offset, the FCC lands squarely on the side of fair market value. It states the following:

We must address the value of other in-kind contributions, however, including free service to public buildings and I-Net contributions. We believe that fair market value, where there is a product in the market, is the most reasonable valuation for in-kind contributions because it is easy to ascertain—cable operators have rate cards to set the rates they charge customers for services they offer. Moreover, a fair market valuation reflects the fact that, if a franchising authority did not require an in-kind assessment as part of its franchise, it would have no choice but to pay the market rate for services it needs from the cable operator or another provider. (¶61)

How fair market value is actually determined remains to be seen and will certainly be a source of contention between local governments and cable operators. For local governments that currently have I-Nets provided by their cable operator(s), however, the Order is bad news indeed.

Courtesy Cable Services

The Order confirms and restates that so-called “free cable services” to municipal facilities, schools, and public libraries may be offset against franchise fees. It states: “We find that costs attributable to franchise terms that require a cable operator to provide free or discounted cable

service to public buildings, including buildings leased by or under control of the franchise authority, are cable-related in-kind contributions that fall within the five percent cap on franchise fees.” (§26) As with its discussion of I-Nets, the Order concludes that any such services must be offset against franchise fees based on their fair market value. (§61)

The FCC outlines the options available to local governments when it comes to these services: “The local franchising authority may wish to either (1) continue to receive the existing free cable service and a monetary payment of five percent minus the fair market value of that service, or (2) discontinue service and receive a monetary payment of five percent, or (3) reduce the free cable service to select municipal buildings and receive a monetary payment of five percent minus the fair market value of the reduced service.” (Fn. 251) The FCC is clearly driving home its position that local governments cannot receive free cable service in addition to franchise fees.

Implementation and Conclusion

The Order is prospective and may not be applied retroactively. (§62) For those current franchise agreements that conflict with the Order, the Commission “encourages the parties to negotiate franchise modifications within a reasonable period of time.” *Id.* In footnote 247 to the Order, it concludes that 120 days “should be, in most cases” a reasonable period of time. What happens if the parties cannot agree on changes to the franchise agreement? Here the FCC assumes that any failure to reach agreement will be the fault of the local government: “If a franchise authority refuses to modify any provision of a franchise agreement that is inconsistent with this Order, that provision is subject to preemption under Section 636(c).” (§62) Section 636(c) states simply that any franchise term that is inconsistent with the Cable Act will be deemed to be preempted. 47 U.S.C. 556(c) While the FCC may believe that this provides clear guidance as to how the Order will be implemented in practice, many questions remain.

Finally, in comments to the Commission prior to the Order, the National Association of Telecommunications Officers and Advisors (NATOA) asked the FCC to clarify that cable operators are not *required* to modify franchise agreements to comply with the Order, but rather may voluntarily choose to keep intact current franchise provisions. In response to this request, the Commission states: “We reject the request of NATOA that we clarify that this Order is ‘permissive not mandatory.’ Complying with the terms of the statute is not optional.” (Fn. 251)

The Order will take effect 30 days after its publication in the Federal Register. There is no specific timeline for Federal Register publication, but it could occur as early as mid-August. There is no doubt that the Order will be legally challenged by many local governments and municipal associations. In our judgment, most of the conclusions of the Order are not sustainable under federal law. We will be sure to address the legal issues on appeal in future client correspondence. This concludes our summary of the Order. Please feel free to contact me directly if you have any questions or concerns.

Dan Cohen
Cohen Law Group
dcohen@cohenlawgroup.org
(412) 447-0130 x11



**Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid
Agreement
4/6/2021
County Commissioners Meeting**

Item Summary:

Introduction of Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement

ATTACHMENTS:

Description

Ordinance No. 6-2021 Execution of A Law Enforcement Mutual Aid Agreement DRAFT Legislation
March 2021 Eastern Shore Mutual Aid Agreement - Kent

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

April 6, 2021
Legislative Session Day

Legislative Session Day
April 6, 2021

ORDINANCE NO. 6-2021

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

An Ordinance to the approve the execution of a Law Enforcement Mutual Aid Agreement by and between Kent County, Maryland; Wicomico County, Maryland; Somerset County, Maryland; Worcester County, Maryland; Dorchester County, Maryland; Talbot County, Maryland; Caroline County, Maryland; Queen Anne's County, Maryland; and Cecil County, Maryland; and each of the Sheriffs for the foregoing jurisdictions, pursuant to Section 2-105 of the Criminal Procedure Article, Maryland Annotated Code.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read first time, April 6, 2021, ordered posted and public hearing scheduled on April 20, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on April 20, 2021. Reported favorably [with] [without] amendments; read second time and ordered to be considered on May 4, 2021, a legislative session day.

ORDINANCE NO. 6-2021

1

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

ORDINANCE 6-2021
THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT

AN ORDINANCE concerning:

THE AUTHORIZATION OF THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND TO APPROVE THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT BY AND BETWEEN KENT COUNTY, MARYLAND; WICOMICO COUNTY, MARYLAND; SOMERSET COUNTY, MARYLAND; WORCESTER COUNTY, MARYLAND; DORCHESTER COUNTY, MARYLAND; TALBOT COUNTY, MARYLAND; CAROLINE COUNTY, MARYLAND; QUEEN ANNE'S COUNTY, MARYLAND; AND CECIL COUNTY, MARYLAND; AND EACH OF THE SHERIFFS FOR THE FOREGOING JURISDICTIONS, PURSUANT TO SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE, MARYLAND ANNOTATED CODE.

RECITALS

WHEREAS, SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE AUTHORIZES THE GOVERNING BODY OF A COUNTY TO DETERMINE THE CIRCUMSTANCES UNDER WHICH THE POLICE OFFICERS AND OTHER OFFICERS, AGENTS, AND EMPLOYEES OF THE COUNTY, TOGETHER WITH ALL NECESSARY EQUIPMENT, MAY LAWFULLY GO OR BE SENT BEYOND THE BOUNDARIES OF THE COUNTY OR MUNICIPAL CORPORATION TO ANY PLACE WITHIN OR OUTSIDE THE STATE; AND,

WHEREAS, SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE FURTHER PROVIDES THAT A COUNTY MAY ENTER INTO MUTUAL AID AGREEMENTS WITH OTHER COUNTIES TO ESTABLISH AND CARRY OUT A PLAN TO PROVIDE MUTUAL AID BY PROVIDING ITS POLICE OFFICERS AND OTHER OFFICERS, EMPLOYEES, AND AGENTS, TOGETHER WITH ALL NECESSARY EQUIPMENT, TO ASSIST OTHER COUNTIES AND TO RECEIVE ASSISTANCE; AND,

WHEREAS, THE COUNTY COMMISSIONERS OF KENT COUNTY HAVE DETERMINED THAT ENTERING INTO A MUTUAL AID AGREEMENT WITH THE KENT COUNTY SHERIFF AND THE GOVERNING BODIES OF THE OTHER COUNTIES ON MARYLAND'S EASTERN SHORE AND THEIR RESPECTIVE SHERIFFS PURSUANT TO SECTION 2-105 OF THE CRIMINAL PROCEDURE ARTICLE WILL PROMOTE THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF KENT COUNTY.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF KENT COUNTY, MARYLAND THAT:

SECTION ONE: THE ABOVE RECITALS ARE HEREBY INCORPORATED AS IF FULLY SET FORTH HEREIN.

ORDINANCE NO. 6-2021

2

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

SECTION TWO: THE TERMS OF THE MUTUAL AID AGREEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED BY REFERENCE HEREIN, SHALL BE AND ARE HEREBY APPROVED.

SECTION THREE: THE PRESIDENT OF THE KENT COUNTY COMMISSIONERS IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE MUTUAL AID AGREEMENT ON BEHALF OF KENT COUNTY, MARYLAND.

SECTION FOUR: BE IT FURTHER ENACTED, THAT ANY CHANGES TO THE MUTUAL AID AGREEMENT SHALL BE ADOPTED BY KENT COUNTY BY AN ORDINANCE IN ACCORDANCE WITH THE REQUIREMENTS OF CRIMINAL PROCEDURE ARTICLE § 2-105, MD. CODE ANN., AS AMENDED, MODIFIED, OR RECODIFIED FROM TIME TO TIME.

SECTION FIVE: BE IT FURTHER ENACTED, THAT THIS ORDINANCE AND THE MUTUAL AID AGREEMENT HEREBY SHALL SUPERSEDE AND REPLACE ANY PREVIOUS ORDINANCES OR AGREEMENTS DEALING WITH THE SAME SUBJECT MATTER, INCLUDING, THE MUTUAL AID AGREEMENT CONTEMPLATED THEREIN.

SECTION SIX: BE IT FURTHER ENACTED, THAT THE TITLE AND A FAIR SUMMARY OF THIS ORDINANCE SHALL BE PUBLISHED AFTER ENACTMENT OF THE ORDINANCE IN ACCORDANCE WITH MARYLAND ANNOTATED CODE OF MARYLAND, LOCAL GOVERNMENT, SECTION 9-311. THE TITLE IS NOT A SUBSTANTIVE PART OF THIS ORDINANCE. IF THE ORDINANCE IS AMENDED, THE TITLE MAY BE ADMINISTRATIVELY REVISED IF REQUIRED TO CONFORM THE TITLE TO THE CONTENT OF THE ORDINANCE AS FINALLY ENACTED.

SECTION SEVEN: BE IT FURTHER ENACTED, THAT IF ANY PROVISION OF THIS ORDINANCE OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID FOR ANY REASON IN A COURT OF COMPETENT JURISDICTION, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR ANY OTHER APPLICATION OF THIS ORDINANCE WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION, AND FOR THIS PURPOSE THE PROVISIONS OF THIS ORDINANCE ARE DECLARED SEVERABLE.

SECTION EIGHT: BE IT FURTHER ENACTED, THAT THE PUBLISHERS OF THE CODE OF PUBLIC LAWS KENT COUNTY, IN CONSULTATION WITH AND SUBJECT TO THE APPROVAL OF THE COUNTY ATTORNEY, SHALL MAKE NON-SUBSTANTIVE CORRECTIONS TO CODIFICATION, STYLE, CAPITALIZATION, PUNCTUATION, GRAMMAR, SPELLING, AND ANY INTERNAL OR EXTERNAL REFERENCE OR CITATIONS TO THE CODE THAT ARE INCORRECT OR OBSOLETE, WITH NO FURTHER ACTION REQUIRED BY THE COUNTY COMMISSIONERS. ALL SUCH CORRECTIONS SHALL BE ADEQUATELY REFERENCED AND DESCRIBED IN THE EDITOR'S NOTE FOLLOWING THE SECTION AFFECTED.

SECTION NINE: THE MUTUAL AID AGREEMENT SHALL BECOME EFFECTIVE AFTER HAVING BEEN DULY ADOPTED BY THE RESPECTIVE COUNTIES IN THEIR REGULAR ROUTINE FOR LEGISLATION ENACTMENT AND UPON EXECUTION BY THE RESPECTIVE COUNTIES AND SHERIFFS.

SECTION TEN: AND BE IT FURTHER ENACTED, THAT THIS ORDINANCE SHALL TAKE EFFECT FORTY-FIVE (45) DAYS FROM THE DATE OF ITS PASSAGE BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ordinance shall take effect on the _____ day of _____, 2021.

Read Third Time _____

PASSED this _____ day of _____, 2021.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

ORDERED a fair summary thereof or the entire Ordinance shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.

ORDINANCE NO. 6-2021

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

**MUTUAL AID AGREEMENT
BETWEEN**

**WICOMICO COUNTY, MARYLAND,
THE SHERIFF OF WICOMICO COUNTY, MARYLAND**

AND

**SOMERSET COUNTY, MARYLAND
THE SHERIFF OF SOMERSET COUNTY, MARYLAND**

AND

**WORCESTER COUNTY, MARYLAND,
THE SHERIFF OF WORCESTER COUNTY, MARYLAND**

**DORCHESTER COUNTY, MARYLAND,
THE SHERIFF OF DORCHESTER COUNTY, MARYLAND**

AND

**TALBOT COUNTY, MARYLAND,
THE SHERIFF OF TALBOT COUNTY, MARYLAND**

AND

**CAROLINE, MARYLAND,
THE SHERIFF OF CAROLINE COUNTY, MARYLAND**

AND

**QUEEN ANNE'S COUNTY, MARYLAND,
THE SHERIFF OF QUEEN ANNE'S COUNTY, MARYLAND**

AND

**KENT COUNTY, MARYLAND,
THE SHERIFF OF KENT COUNTY, MARYLAND**

AND

**CECIL COUNTY, MARYLAND,
THE SHERIFF OF CECIL COUNTY, MARYLAND**

THIS MUTUAL AID AGREEMENT, made this the ____ day of _____, 2020, by and between **WICOMICO COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE OF WICOMICO COUNTY, MARYLAND** and the **COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND**, (collectively, "**Wicomico County**"), the **SHERIFF OF WICOMICO COUNTY**, a State Constitutional Officer, ("**Wicomico Sheriff**"), and;

WORCESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, (collectively, "**Worcester County**"), the **SHERIFF OF WORCESTER COUNTY**, a State Constitutional Officer, ("**Worcester Sheriff**"), and;

SOMERSET COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF SOMERSET COUNTY, MARYLAND**, (collectively, "**Somerset County**"), the **SHERIFF OF Somerset COUNTY**, a State Constitutional Officer, ("**Somerset Sheriff**"), and

DORCHESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNCIL MEMBERS OF DORCHESTER COUNTY, MARYLAND**, (collectively, "**Dorchester County**"), the **SHERIFF OF DORCHESTER COUNTY**, a State Constitutional Officer, ("**Dorchester Sheriff**"), and;

TALBOT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNCIL MEMBERS OF TALBOT COUNTY, MARYLAND**, (collectively, "**Talbot County**"), the **SHERIFF OF TALBOT COUNTY**, a State Constitutional Officer, ("**Talbot Sheriff**"), and;

CAROLINE COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND**, (collectively, "**Caroline County**"), the **SHERIFF OF CAROLINE COUNTY**, a State Constitutional Officer, ("**Caroline Sheriff**"), and;

QUEEN ANNE'S COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF QUEEN'S ANNE COUNTY, MARYLAND**, (collectively, "**Queen Anne's County**"), the **SHERIFF OF QUEEN ANNE'S COUNTY**, a State Constitutional Officer, ("**Caroline Sheriff**"), and;

KENT COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**, (collectively, "**Kent County**"), the **SHERIFF OF KENT COUNTY**, a State Constitutional Officer, ("**Kent Sheriff**"), and;

CECIL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, by and through the **COUNTY EXECUTIVE OF CECIL COUNTY, MARYLAND** and the **COUNTY COUNCIL OF CECIL COUNTY, MARYLAND**, (collectively, "**Cecil County**"), the **SHERIFF OF Cecil COUNTY**, a State Constitutional Officer, ("**Cecil Sheriff**"),

(Collectively each aforementioned corporate and politic of the State and Sheriff herein referred to as "**The Parties**")

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective, and professional police services; and

WHEREAS, these agencies experience similar law enforcement problems; and

WHEREAS, all law enforcement officers, (hereinafter sometimes called "police" or "officers"), are trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police Training Commission and are certified pursuant to Md. Code Ann., §3-209, *et seq.*, Public Safety Article; and

WHEREAS, police officials of both jurisdictions are aware from time to time situations have developed at locations and times in either jurisdiction when sufficient police resources were not immediately available to enable police to render prompt, effective, and professional service to the public; and

WHEREAS, Wicomico County and Wicomico County Sheriff, and Worcester County and Worcester Sheriff, and Dorchester County and Dorchester Sheriff, and Talbot County and Talbot Sheriff, and Caroline County and Caroline Sheriff, and Queen Anne's County and Queen Anne's Sheriff, and Kent County and Kent Sheriff, and Cecil County and Cecil Sheriff are desirous of extending prompt, effective, and professional police service to the public to the extent that police resources are available; and

WHEREAS, pursuant to the authority conferred in Md. Code Ann., § 2-105, Criminal Procedure Article, the Parties enter into this Mutual Aid Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, **THE PARTIES** do hereby agree as follows:

1. Whenever, in the judgment of the **Wicomico Sheriff, Somerset Sheriff, Worcester Sheriff, Dorchester Sheriff, Talbot Sheriff, Caroline Sheriff, Queen Anne's Sheriff, Kent Sheriff, Cecil Sheriff** or, in the event of their absence or unavailability, an officer designated by one of the aforementioned Sheriffs, a situation occurs and the police in the County where the situation occurs determines that assistance from another Party or Parties is necessary, an aforementioned Sheriff, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to one of the aforementioned Sheriffs, or, in the event of their absence or unavailability, an officer that has been previously designated. If, in the judgment of one of the aforementioned Sheriff's or their designees, whom the request has been made, a situation does exist, and the police or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police and equipment are not required for the adequate protection of that jurisdiction. Additionally, an aforementioned Sheriff shall have the authority to terminate their

participation in the situation at any time when circumstances are such that continued participation is deemed not in the best interest of the providing or assisting Agency. One of the aforementioned Sheriffs, or his or her designee, shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance. Notwithstanding anything to the contrary herein, this Agreement shall not be construed to authorize any Sheriff to "deputize" the law enforcement officers of participating Parties to this Agreement as deputies within their respective jurisdictions.

2. When this Agreement is triggered and while any County police officer traverses, while on official duty, any highway, road, street, or alley in the other jurisdiction and observes any crime in progress, the police officer is authorized to act as a police officer pursuant to this Agreement.
3. The term "situation," as used in this Agreement, may include, but is not limited to, an emergency as defined under Md. Code Ann., §2-101, Criminal Procedure Article, including but not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, an accident or other circumstance where prompt police action requiring more than one officer or specialized equipment is required.

4. The manner of providing assistance, as set forth in this Agreement, shall not limit the authority granted police officers in matters involving fresh pursuit as provided in Md. Code Ann., § 2-301, *et seq.*, Criminal Procedure Article, or the powers granted by §§5-802, 5-807, 5-808, and 5-901 of the Criminal Law Article.
5. Pursuant to Md. Code Ann., § 2-105(c), *et seq.*, Criminal Procedure Article, the Parties acknowledge that the acts performed in furtherance of this Agreement by law enforcement officers, or other officers, agents, or employees and the expenditures made by the Parties shall be deemed conclusively to be for a public and governmental purpose.
6. The Parties acknowledge that all of the immunities from liability enjoyed by a Party's jurisdiction when acting through its officers, agents, or employees for a public or governmental purpose within its boundaries shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the boundaries of the Parties in which they are commissioned or employed.

7. Pursuant to Md. Code Ann., § 2-105(c)(3), Criminal Procedure Article, the Parties acknowledge that when their police officers or other officers, agents, or employees are acting under this Agreement or other lawful authority beyond the boundaries of the jurisdiction within the State in which they are commissioned or employed, those persons have the same immunity from liability described in Md. Code Ann., §5-612, Courts and Judicial Proceedings Article and exemptions from laws, ordinances, and regulations, and the same pension, relief, disability, workers' compensation, and other benefits, in addition to any other immunities and exemptions to which they are otherwise entitled while performing their respective duties within the boundaries of the jurisdiction in which they are commissioned or employed.
8. The Parties to this Agreement shall be responsible for the workers' compensation and death claims of its own employees that may arise out of its employees' activities outside their respective jurisdictions under the Agreement.
9. A police officer who acts under the authority granted by this Agreement remains at all times and for all purposes an employee of the employing unit.

10. Pursuant to Md. Code Ann., § 2-105, *et seq.*, Criminal Procedure Article, each of the Parties to this Agreement agree:
 - (a) To waive any and all claims that are against the other Parties to the Agreement and that may arise out of their activities outside their respective jurisdictions under the Agreement; and
 - (b) To indemnify and hold harmless the Parties to the Agreement from all claims by third parties that are for property damage or personal injury and that may arise out of the activities of the other Parties to the Agreement outside their respective jurisdictions under the Agreement.
11. The Agreement to indemnify shall in no way be construed to constitute a waiver of any immunity or limited liability, which may be claimed as set forth in Md. Code Ann., § 5-639, Courts and Judicial Proceedings Article, and Md. Code Ann., § 12-101, *et seq.*, State Government Article. Nothing contained in this Agreement shall be construed to waive, in part or in whole, any immunity (statutory, common law or other) enjoyed by any Party hereto or by any officer, agent or employee of any such Party. This Agreement does not purport to create any "special relationship" between any law enforcement officer and any other person, when a law enforcement

officer is conducting law enforcement activities pursuant to this Agreement.

12. The Parties agree to cooperate fully with each other in the defense of claims, pursuant to the indemnifications of Paragraph 10(b). This cooperation will include the following:
 - (a) Prompt notification to the other Party of any accident, incident or enforcement action resulting in personal injury, property damage, or having the potential for liability;
 - (b) Permit a Party to this Agreement to conduct a parallel independent investigation of any accident or incident;
 - (c) Make reports, records, and equipment available for purposes of the defense of any claim or suit.
13. Pursuant to Md. Code Ann., § 2-105, *et seq.*, Criminal Procedure Article, all personnel provided by the other jurisdiction shall report to the senior ranking commissioned police officer of the jurisdiction requesting aid.
14. Radio communication between the jurisdictions shall be coordinated through the Communications Section of each Party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff for the

- jurisdiction requesting the aid, or, in their absence, the senior ranking commissioned police officer.
15. This Agreement shall commence upon execution by all of the Parties and shall remain in effect for each Party until a Party hereto cancels its participation in this Agreement by sending a written notice thirty (30) calendar days prior to the cancellation from the Sheriff of the jurisdiction that wishes to withdraw from this Agreement.
 16. Notice by a Party to withdraw from this Agreement does not act to void the Agreement between the remaining Parties to this Agreement, and only acts to sever the Party that withdraws. As such, following the written withdrawal of a Party to this Agreement, an addendum to this agreement will be executed by the Parties within forty-five (45) days following the withdrawing Party's withdrawal, indicating that said Party has withdrawn from this Agreement and that the Parties are amended to only include those remaining Parties to this Agreement. Notice would be affected to each county attorney listed in this Agreement.
 17. Copies of this Agreement will be provided to the Parties and The Office of the State's Attorney for each jurisdiction in which a Party to this Agreement is located, and upon request of the Office for The State's Attorney for any Party's jurisdiction at any time that they may make such a request that is necessary for the prosecution of any case that requires this Agreement.

18. This Agreement shall supersede any prior agreements, verbal or written, that may have been previously executed, controlling the matters set forth herein.

19. This Agreement shall be governed by the laws of the State of Maryland.

AS WITNESS the hands and seals of the Parties the day, month and year first above written.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WICOMICO COUNTY, MARYLAND

WITNESS/ATTEST

WICOMICO COUNTY, MARYLAND

By: _____

(NAME)

Wicomico County Executive

SHERIFF OF WICOMICO COUNTY

By: _____

Mike Lewis

Sheriff of Wicomico County

Reviewed for form and legal
sufficiency and approved for

APPROVED:

execution this the ____ day of
_____, 2021.

Wicomico County Council

(NAME)
Council Attorney

By: (NAME), Council President

CECIL COUNTY, MARYLAND

WITNESS/ATTEST

CECIL COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: _____

Scott Adams
Sheriff of Cecil County

Reviewed for form and legal
sufficiency and approved for

APPROVED:

execution this the ___ day of
_____, 2021.

CECIL COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

KENT COUNTY, MARYLAND

WITNESS/ATTEST

KENT COUNTY, MARYLAND

By: _____

P. Thomas Mason
County Commissioners of Kent
County, Maryland
President

SHERIFF OF KENT COUNTY

By: _____

John Price
Sheriff of Kent County

Reviewed for form and legal
sufficiency and approved for

APPROVED:

execution this the ____ day of
_____, 2021.

Thomas N. Yeager
County Attorney

QUEEN ANNE COUNTY, MARYLAND

WITNESS/ATTEST

QUEEN ANNE COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF QUEEN ANNE COUNTY

By: _____

Gary Hofman
Sheriff of Queen County

Reviewed for form and legal
sufficiency and approved for

APPROVED:

execution this the ____ day of
_____, 2021.

QUEEN ANNE COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

CAROLINE COUNTY, MARYLAND

WITNESS/ATTEST

CAROLINE COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CAROLINE COUNTY

By: _____

Randy Bounds
Sheriff of Caroline County

Reviewed for form and legal
sufficiency and approved for

APPROVED:

execution this the ___ day of
_____, 2021.

CAROLINE COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

TALBOT COUNTY, MARYLAND

WITNESS/ATTEST

TALBOT COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF CECIL COUNTY

By: _____

Joseph Gamble
Sheriff of Talbot County

Reviewed for form and legal
sufficiency and approved for

APPROVED:

execution this the ____ day of
_____, 2021.

TALBOT COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

DORCHESTER COUNTY, MARYLAND

WITNESS/ATTEST

DORCHESTER COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF DORCHESTER COUNTY

By: _____

James Phillips Jr.
Sheriff of Dorchester County

Reviewed for form and legal
sufficiency and approved for

APPROVED:

execution this the ____ day of
_____, 2021.

DORCHESTER COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

WORCESTER COUNTY, MARYLAND

WITNESS/ATTEST

WORCESTER COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF WORCESTER COUNTY

By: _____

Matthew Crisafulli
Sheriff of Worcester County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the ____ day of
_____, 2021.

WORCESTER COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President

SOMERSET COUNTY, MARYLAND

WITNESS/ATTEST

SOMERSET COUNTY, MARYLAND

By: _____

(NAME)
County Executive

SHERIFF OF SOMERSET COUNTY

By: _____

Ronnie Howard
Sheriff of Somerset County

Reviewed for form and legal
sufficiency and approved for

APPROVED:
execution this the ___ day of
_____, 2021.

SOMERSET COUNTY COUNCIL

(NAME)
County Attorney

By: (NAME), Council President



Jamie Williams, Director, Economic and Tourism Development
4/6/2021
County Commissioners Meeting

Item Summary:

Relief Act of 2021 Grants - Maryland Department of Commerce

Lodging and Accommodations

Restaurants

Online Sales and Telework Assistance

ATTACHMENTS:

Description

Letter from Secretary Schulz

Required Form on Race etc.

04.06.21 Grant Agreement By and Between the Department of Commerce and Kent County, Maryland Economic Development Assistance Authority and Fund (MEDAAF), for Stabilization Within the Hospitality Industry

04.06.21 Grant Agreement By and Between the Department of Commerce and Kent County, Maryland Economic Development Assistance Authority and Fund (MEDAAF), for Stabilization Within the Restaurant Industry

04.06.21 Grant Agreement By and Between the Department of Commerce and Kent County, Maryland Economic Development Assistance Authority and Fund (MEDAAF), for Online Sales and Offering Telework for Businesses



Larry Hogan | Governor
Boyd Rutherford | Lt. Governor
Kelly M. Schulz | Secretary of Commerce

March 16th, 2021

Dear County Leaders and Staff,

The bipartisan Relief Act of 2021 was signed into law on February 15, 2021, and includes more than \$1 billion in tax relief and economic stimulus for struggling families and small businesses who are suffering as a result of the COVID-19 pandemic.

I am writing to you today to share Maryland Department of Commerce's role in providing funding for several of these programs. In accordance with the [Relief Act](#), funds have been made available to the Department through the Maryland Economic Development Assistance Authority (MEDAAF). Since the passing of the legislation, Commerce has been reviewing the language of the Relief Act to identify the intent and ensure implementation systems are in place. The legislature's amendments establishing the Recovery Now Fund as part of the RELIEF Act provided for these additional funds. The General Assembly stressed their intent that these funds would be disbursed by the end of the State fiscal year, June 30, 2021.

Funds are to be used by local governments to afford direct assistance to two of Maryland's severely impacted industries, hotels and restaurants. The statute also provides for grants to assist businesses in setting up online sales and employee telework opportunities.

Funding for each of these programs is being deployed in the form of a grant. We anticipate providing the Agreements and accompanying Exhibits early next week. When received, please sign and return all three **in the existing Word document format, along with the completed Request for Disbursement**. A final executed copy will be emailed to you. Due to the timeline for disbursement, we anticipate the agreements to be signed and returned within one week of receipt, to the extent possible. Completed Grant agreements should be emailed to Haley Williams, haley.williams2@maryland.gov.



Larry Hogan | Governor
Boyd Rutherford | Lt. Governor
Kelly M. Schulz | Secretary of Commerce

The amount of Relief Act funding and methodology for allocation is as follows:

Lodging and Accommodations Covid RELIEF Grants- \$10 million. To meet the provisions contained in the Relief Act, funding was allocated based on the population of local jurisdictions. Attached is a breakdown of the funding per county. The Relief Act states that priority shall be given to those applicants who have not previously received prior relief funding and also provides up to \$25,000 grants per applicant. For those jurisdictions that may have undistributed funds from the Hotel Relief Grant that was issued in January 2021, and have reviewed at least two rounds of applications for grants under your Hotel Relief Grant program, Commerce will allow the remaining funds to be rolled into the soon-to-be rolled out grant program authorized by the RELIEF Act Chapter 39 (Senate Bill 496). The requirements to distribute those rolled over funds would be subject to the new grant agreement. An awardee list will be provided along with the grant agreements early next week. Questions about the program should be directed to Liz Fitzsimmons, elizabeth.fitzsimmons@maryland.gov.

Restaurant and Caterers Covid RELIEF Grants- \$22 million. To meet the provisions contained in the Relief Act, funding was allocated based on the population of local jurisdictions. Attached is a breakdown of the funding per county. The RELIEF Act allows for up to \$12,000 per applicant. Priority shall be given to those applicants who have not previously received prior relief funding from the Department. An awardee list will be provided along with the grant agreements early next week. Questions about the program should be directed to Elizabeth Carven, elizabeth.carven@maryland.gov.

Online Sales and Telework Assistance Covid RELIEF Grants- \$500,000. Funding was allocated based on local jurisdiction population. Attached is a breakdown of the funding per county. Questions about the program should be directed to Colter Menke, colter.menke@maryland.gov.

Your county should have established a contact responsible for the reporting of these grants. Please make sure that your representative has registered and logged into the reporting portal. It is important that data for the grants is entered **weekly**. Please do not wait until the final deadline. The Department is required to report to the legislature regularly on the progress of each county's deployment of funds. If you have any questions regarding access to the portal or how to enter the information, please contact Darla Garrett, darla.garrett@maryland.gov.



Larry Hogan | Governor
Boyd Rutherford | Lt. Governor
Kelly M. Schulz | Secretary of Commerce

As Maryland continues to make great progress toward our economic recovery, these new grant programs will provide much needed assistance to our statewide business community. Although we know there are still challenges ahead, the recovery of 6,800 jobs in January and recent reduction in the unemployment rate gives us reason to be optimistic that we are on the path to an even stronger Maryland.

Governor Hogan and I remain appreciative for your partnership and ongoing support as Maryland faces the ongoing challenge of this pandemic. We have made great strides, and as always, we are stronger together.

Thank you for all of your hard work.

Take care and stay safe,

Kelly

Exhibit A (Regarding Item 3.A. of the Application)

This form is for gathering statistical data only. This form will be separated from the application and the information provided in it will not be a part of the application approval process. Furnishing this information is voluntary; failure to do so will have no effect on the approval of the requested financial assistance.

If the applicant will be providing the requested financial assistance to another recipient (e.g. a facility user or borrower), "Respondent" should be the recipient of the financial assistance.

Is Respondent the APPLICANT ☐ and/or RECIPIENT (or FACILITY USER) ☐

Respondent does not wish to furnish this information ☐

If Respondent is a business organization:

If Respondent is a business owned and controlled primarily by individuals who are identified in any of the following categories, please check all the categories that apply:

- Female ☐
- Of Hispanic or Latino origin ☐
- American Indian or Alaska Native ☐
- Asian ☐
- Black or African American ☐
- Native Hawaiian or other Pacific Islander ☐
- White ☐
- Veteran ☐

Is the Respondent a State/Federal/Other certified Minority Business Enterprise?
Yes ☐ No ☐

If yes, please provide your:

State MBE certification number:

Federal 8(a)/SDB certification number:

Identify who the other issuer is and the other certification number:

☐ Respondent is a publicly held entity or other organization not classifiable as owned by individuals of a particular gender, race, ethnicity, or veteran status.

If the Respondent is an individual:

Is the Respondent Female? Yes ☐ No ☐

Is the Respondent of Hispanic or Latino origin? Yes ☐ No ☐

Is the Respondent a Veteran? Yes ☐ No ☐

Which of the following categories describes the Respondent (multiracial respondents may select all applicable racial categories):

- American Indian or Alaska Native ☐
- Asian ☐
- Black or African American ☐
- Native Hawaiian or other Pacific Islander ☐
- White ☐

FOR DEPARTMENT USE ONLY:

Respondent Name: _____

Date: _____

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is entered into as of the 6th day of April 2021, by and between the **DEPARTMENT OF COMMERCE**, a principal department of the State of Maryland (the "Department"), and **Kent County**, a body politic and a political subdivision of the State of Maryland ("Grantee").

RECITALS

1. Pursuant to subsections (f)(3) and (13) of Section 9, and Section 12, of Chapter 39 of the Acts of the Maryland General Assembly of 2021 (Senate Bill 496), known as the RELIEF Act, funds have been made available to the Maryland Economic Development Assistance Authority and Fund ("MEDAAF") to be used by local governments to provide grants to certain accommodations providers in the State, as further provided in this Agreement (the "Program").

2. The Department has approved a grant to Grantee in the amount of **\$31,981.20** in furtherance of the Program, to be used as more fully described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Purpose of Grant; Applications.

(a) (i) The purpose of the Grant is to enable Grantee to make grants to certain accommodations providers within Grantee's jurisdiction in furtherance of the Program, to promote and encourage stabilization within the hospitality industry in the State, and for the more specific purposes described in paragraph (b) below.

(ii) Grants to be made by Grantee under the Program are hereinafter referred to as "Eligible Grants". Grantee may only use Grant proceeds to fund Eligible Grants.

(iii) Grantee shall solicit grant applications for grants under the Program from all potentially eligible accommodations providers within its jurisdiction.

(iv) Demographic Information. In all applications to be submitted by applicants to the Program, Grantee shall include a request for the applicant's demographic information, in the form attached as Exhibit A to this Agreement.

(b) Eligible Grantees under the Program.

To be eligible for a grant under the Program, an accommodations provider must:

(i) 1. Be primarily engaged in activities that, in accordance with the North American Industrial Classification System, would be included in Code 721110 (Hotels (except Casino Hotels) and Motels) or Code 721191 (Bed-and-Breakfast Inns); and

2. If a part of a franchise with multiple locations of businesses, are owned by a Maryland franchisee.

(ii) Be in good standing with the State of Maryland.

(iii) Demonstrate a need for assistance.

(c) Costs that Grantee may permit Eligible Grantees to fund with grant proceeds from the Program may include:

- Normal operating costs, such as rent, payroll, job training, taxes, debt service, or similar costs
- Purchase of PPE, sanitization services, or other COVID-19 related costs

(d) Maximum Amount of Grants to Eligible Grantees.

No single accommodations provider may receive more than \$25,000 in grant funding under the Program.

(e) Priority to Certain Program Applicants.

Grantee shall give priority to applicants that have not received prior funding provided by MEDAAF, whether through a grant from Grantee that was funded by MEDAAF, or from the COVID-19 Small Business Emergency Loan or Grant Program.

(f) Eligible Grants shall be disbursed to Eligible Grantees no later than June 30, 2021. Any Grant Funds that Grantee has not disbursed by that date shall be promptly returned to the Department.

2. Grant. Subject to the availability of funds for such purpose, as determined in the sole discretion of the Department, the Department hereby grants to Grantee, and Grantee hereby accepts from the Department, the Grant, to be used by Grantee for the purposes described in Section 1 of this Agreement. The Grant is made subject to the terms and conditions set forth in this Agreement.

3. Conditions for Disbursement. The Department will disburse the proceeds of the Grant to Grantee after execution of this Agreement by both parties and after Grantee submits a request for disbursement attached hereto as Exhibit B.

4. Reports.

(a) By July 31, 2021, Grantee shall submit to the Department:

(i) a report in the form attached hereto as Exhibit C, detailing the use of Grant Funds; and

(ii) copies of the results of the responses to the request for demographic information Grantee is required to request of each applicant for a grant from the Program under Section 1(a) of this Agreement (see Exhibit A), along with a summary of the results obtained from the responses.

(b) Grantee shall permit any duly authorized representative of the Department or the State of Maryland (the "State") to inspect and audit all records and documents of Grantee relating to the Grant. Any inspections and/or audits under this Agreement shall be made at reasonable times. Grantee shall maintain records and documents concerning the Grant for a period of five (5) years from the date of this Agreement.

(c) Grantee shall require all eligible grantees receiving an Eligible Grant to (i) maintain records evidencing compliance with the requirements of the Eligible Grant for a period of five (5) years from the date of the Eligible Grant, and (ii) permit any duly authorized representative of the Department or the State to inspect and audit all records and documents of the eligible grantee relating to the Eligible Grant.

5. Compliance with Laws.

(a) Grantee will comply with all applicable federal, State and local laws.

(b) Grantee is in compliance with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

6. Certifications, Representations, and Covenants of Grantee.

(a) Grantee is: (i) duly organized and validly existing under the laws of the State; and (ii) has all requisite power and authority to enter into this Agreement.

(b) This Agreement has been duly executed and delivered by Grantee, in the manner and form which complies with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of Grantee.

(c) This Agreement has been properly executed by Grantee and: (i) will

not violate any provision of law, any order of any court or agency of government, or any provision of Grantee's charter; and (ii) constitutes the valid and legally binding obligations of Grantee, and is fully enforceable against Grantee, in accordance with its terms.

(d) No member, officer, or employee of Grantee, or any of its designees, agents, consultants, and no members of its governing body, who exercises or proceeds of the Grant during such person's tenure, shall have any interest, direct or has exercised any authority over any economic development projects funded with indirect, in any contract or its proceeds, in any activity, which is part of any economic development projects funded with proceeds of the Grant.

(e) Grantee shall not use any Grant proceeds to make contributions: (i) to any person who holds, or is a candidate for, elected office; (ii) to any political party, organization, or action committee; or (iii) in connection with any political campaign or referendum. In addition, if in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: (1) to any persons who hold, or are candidates for, elected office; (2) to any political party, organization, or action committee; or (3) in connection with any political campaign or referendum.

(f) Grantee agrees to take all actions requested by the Department which are necessary to meet the requirements or requests of other agencies of the State or the Maryland General Assembly.

7. Defaults, Repayment, and Remedies.

(a) A default under this Agreement shall have occurred if Grantee: (i) uses any proceeds of the Grant for any purpose other than authorized by this Agreement, (ii) breaches any covenant, agreement, provision, representation, or warranty made in this Agreement, or (iii) fails to promptly return proceeds of the Grant that were not used to make Eligible Grants by the date specified in Section 1.

(b) Upon the occurrence of a default under paragraphs 7(a)(i) or (ii) above, Grantee shall have thirty (30) days from the date Grantee receives written notice of the occurrence of such a default from the Department to cure the default. If Grantee fails to cure the default within the thirty-day cure period, the Department may exercise any remedy specified in this Agreement.

(c) Upon the occurrence of a default under the terms of this Agreement, which default remains uncured beyond any applicable grace or cure period provided in this Agreement, the Department may (i) immediately demand repayment of all or a portion of the proceeds of the Grant and/or (ii) proceed to protect and enforce all rights

and remedies available to the Department by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

(d) All remedies provided for in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available to the Department at law or in equity. The exercise of any right or remedy by the Department shall not in any way constitute a cure or waiver of any default by the Grantee, nor invalidate any act done pursuant to any notice of default, nor prejudice the Department in the exercise of those rights.

(e) The failure of the Department to insist upon performance of any term of this Agreement shall not be deemed to be a waiver of any term of this Agreement. No act of the Department shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

8. Non-Discrimination. Grantee covenants and shall cause any recipient of Grant funds to covenant that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by proceeds of the Grant. Grantee further covenants and shall cause any recipient of Grant funds to further covenant that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

9. Press Releases. The Department may issue press releases or other promotional materials describing the award of the Grant and the specific purposes for which the Grant was awarded.

10. Indemnification. Grantee releases the State and the Department from, agrees that the State and the Department shall not have any liability for, and, to the extent permitted by law and subject to appropriations, agrees to protect, indemnify and save harmless the State and the Department from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the State and the Department, as a result of or in connection with the Grant or any Eligible Grants. To the extent permitted by law and subject to appropriations, money expended by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law from the date of such payment, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to the Department. This Section 10 shall survive the termination of this Agreement.

11. Notices; Individual Responsible for Grantee Reports

_____(a) Any communication permitted or required under this Agreement shall be deemed effective for all purposes as of the date the communication is mailed, postage prepaid, by registered or certified mail, return receipt requested or sent by a reputable delivery service, to be delivered only to the office of the addressee, addressed as follows:

(i) Communications to the Department shall be sent to:

Finance Programs Accounting and Administration
Department of Commerce
401 East Pratt Street, 17th Floor
Baltimore, Maryland 21202
fpaaworkflowcoordinator.commerce@maryland.gov

(ii) Communications to Grantee shall be sent to:

Name: Jamie Williams
Title: Director, Economic & Tourism Development
Address: 400 High Street, Chestertown MD 21620
Email: jlwilliams@kentgov.org

(iii) The individual responsible for providing the report on behalf of Grantee described in Section 4 and Exhibit C of this Agreement will be:

Name: Jamie Williams
Title: Director, Economic & Tourism Development
Address: 400 High Street, Chestertown MD 21620
Email: jlwilliams@kentgov.org
Phone: 410-810-2168

(b) Grantee and the Department may each change the information in (a) above by sending written notice to the other party.

12. Assignment. No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on Grantee hereunder may be assigned without the prior written consent of the Department.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, representations, and negotiations between the parties hereto with respect to the Grant.

14. Amendment. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Department and Grantee.

15. Disclaimer of Relationships. Grantee acknowledges that the obligation of the Department is limited to providing the Grant in the manner and on the terms set forth in this Agreement. Nothing in this Agreement, nor any act of either the Department or of Grantee, shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving Grantee and the Department.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State.

17. Term of This Agreement. Unless sooner terminated by the mutual consent of Grantee and the Department, this Agreement shall terminate upon Grantee's satisfaction of its obligations under the terms of this Agreement.

18. Availability of Funds and Reduction of Grant. Disbursements of Grant proceeds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws.

19. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, Grantee and the Department have caused this Agreement to be executed, sealed and delivered as of the day and year first above written.

DEPARTMENT OF COMMERCE

By: _____
Kelly M. Schulz
Secretary

GRANTEE:

By: P. Thomas Mason (SEAL)
Name: P. Thomas Mason
Title: President

GRANT AGREEMENT: EXHIBIT A
REQUEST FOR DEMOGRAPHIC INFORMATION FROM APPLICANTS UNDER
THE PROGRAM

EXHIBIT B

REQUEST FOR DISBURSEMENT

1. Grantee's Name and Address:

County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620
2. Grant Amount: \$ 31,981.20
3. Amount of Grant Funds Requested: \$ 31,981.20
4. FEIN: 52-6000974

GRANT AGREEMENT: EXHIBIT C
REPORT

GRANTEE: _____

Total Amount of Grant Funds Granted by Commerce to Grantee:
\$ _____

Total # of Eligible Grants Made by Grantee from Grant Funds: _____

Aggregate \$ Amount of Eligible Grants Made by Grantee from Grant Funds:
\$ _____

Grantee shall provide the following information either by using (1) a spreadsheet format provided by Commerce, or (2) a web portal established by Commerce for that purpose, as determined by Commerce:

- Name, location, and FEIN of each grantee
- Amount of grant received by grantee
- Use of grant proceeds
- Demographic information responses of each grantee

Certification:

Grantee hereby certifies that the information listed above is true and accurate:

By: _____(SEAL)

Name: _____

Title: _____

Date: _____

RETURN INFORMATION TO:

FPAA Workflow Coordinator
401 E. Pratt Street, Suite 1760
Baltimore, MD 21202

Or Email: darla.garrett@maryland.gov

County	Total Properties	Pop 2021	Percentage of Population	\$10,000,000 allocation based on population
Allegany	16	69,366	1.1%	\$114,363
Anne Arundel	85	586,656	9.7%	\$967,211
Baltimore	56	826,392	13.6%	\$1,362,461
Baltimore City	61	575,584	9.5%	\$948,957
Calvert	7	93,445	1.5%	\$154,061
Caroline	1	33,606	0.6%	\$55,406
Carroll	5	168,807	2.8%	\$278,310
Cecil	13	103,277	1.7%	\$170,271
Charles	19	166,819	2.8%	\$275,032
Dorchester	5	31,867	0.5%	\$52,539
Frederick	30	268,755	4.4%	\$443,092
Garrett	10	28,776	0.5%	\$47,443
Harford	34	258,559	4.3%	\$426,282
Howard	42	331,828	5.5%	\$547,080
Kent	7	19,398	0.3%	\$31,981
Montgomery	55	1,055,110	17.4%	\$1,739,545
Prince George's	83	908,743	15.0%	\$1,498,231
Queen Anne's	6	50,847	0.8%	\$83,831
Somerset	4	25,636	0.4%	\$42,266
St. Mary's	16	115,090	1.9%	\$189,747
Talbot	19	37,395	0.6%	\$61,653
Washington	27	151,835	2.5%	\$250,328
Wicomico	18	104,739	1.7%	\$172,682
Worcester	113	52,908	0.9%	\$87,229
Total	732	6,065,438	100%	\$10,000,000

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is entered into as of the 6th day of April 2021, by and between the **DEPARTMENT OF COMMERCE**, a principal department of the State of Maryland (the "Department"), and **Kent County**, a body politic and a political subdivision of the State of Maryland ("Grantee").

RECITALS

1. Pursuant to subsections (f)(3) and (12) of Section 9, and Section 12, of Chapter 39 of the Acts of the Maryland General Assembly of 2021 (Senate Bill 496), known as the RELIEF Act, funds have been made available to the Maryland Economic Development Assistance Authority and Fund ("MEDAAF") to be used by local governments to provide grants to certain food and beverage providers in the State, as further provided in this Agreement (the ("Program")).

2. The Department has approved a grant to Grantee in the amount of **\$70,358.65** in furtherance of the Program, to be used as more fully described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Purpose of Grant; Applications.

(a) (i) The purpose of the Grant is to enable Grantee to make grants to certain food and beverage providers within Grantee's jurisdiction to promote and encourage stabilization within the restaurant industry in the State, and for the more specific purposes described in paragraph (b) below.

(ii) Grants to be made by Grantee under the Program are hereinafter referred to as "Eligible Grants". Grantee may only use Grant proceeds to fund Eligible Grants.

(iii) Grantee shall solicit grant applications for grants under the Program from all potentially eligible food and beverage providers within its jurisdiction.

(iv) Application Requirements. In all applications to be submitted by applicants to the Program, Grantee shall include a request for the following information:

1. Information about the applicant's demographic information, in the form attached as Exhibit A to this Agreement.

2. Information about the applicant's economic status, consisting of the applicant's answers to all the following questions:

- Does the applicant (owner) have a net worth of less than \$750,000?
- Did the applicant (owner) have an adjusted gross income of less than \$350,000? and
- Did the applicant have less than \$6 Million in assets?

(b) Eligible Grantees under the Program.

To be eligible for a grant under the Program, an accommodations provider must:

(i) Be primarily engaged in activities that, in accordance with the North American Industrial Classification System, would be included in Code 722320 (Caterers), Code 7224 (Drinking Places (Alcoholic Beverages)), or Code 7225 (Restaurants and Other Eating Places).

(ii) Be in good standing with the State of Maryland.

(iii) Demonstrate a need for assistance.

(c) (i) Costs that Grantee may permit Eligible Grantees to fund with grant proceeds from the Program may include:

- Working capital, such as rent, payroll, and job training
- Purchase of equipment and services to expand outdoor dining, such as tents, heaters, warmers, and carts
- Infrastructure improvements, such as HVAC system upgrades
- Technology to support carry out and delivery
- Purchase of PPE and disposable food containers and utensils
- Sanitization services
- Any other costs permitted under a COVID-19 restaurant assistance program that Grantee, or any municipal corporation located within Grantee's jurisdiction, may already be operating as of the effective date of this Agreement

(ii) Grantee is not required to include all of the costs enumerated in paragraph (i) of this subsection as eligible costs under its restaurant assistance program.

(d) Maximum Amount of Grants to Eligible Grantees.

No single business may receive more than \$12,000 in grant funding under the Program.

(e) Priority to Certain Program Applicants.

(i) Grantee shall give priority to applicants that have not received prior funding provided by MEDAAF, whether through a grant from Grantee that was funded by MEDAAF, or from the COVID-19 Small Business Emergency Loan or Grant Program.

(ii) Grantee shall ensure that at least 15% of Grant Funds are awarded to applicants that answer "yes" to the application questions regarding their economic status (see Section 1(a)(iv)2. of this Agreement).

(f) Eligible Grants shall be disbursed to Eligible Grantees no later than June 30, 2021. Any Grant Funds that Grantee has not disbursed by that date shall be promptly returned to the Department.

2. Grant. Subject to the availability of funds for such purpose, as determined in the sole discretion of the Department, the Department hereby grants to Grantee, and Grantee hereby accepts from the Department, the Grant, to be used by Grantee for the purposes described in Section 1 of this Agreement. The Grant is made subject to the terms and conditions set forth in this Agreement.

3. Conditions for Disbursement. The Department will disburse the proceeds of the Grant to Grantee after execution of this Agreement by both parties and after Grantee submits a request for disbursement attached hereto as Exhibit B.

4. Reports.

(a) By July 31, 2021, Grantee shall submit to the Department:

(i) a report in the form attached hereto as Exhibit C, detailing the use of Grant Funds; and

(ii) copies of the results of the responses to the request for economic status and demographic information Grantee is required to request of each applicant for a grant from the Program under Section 1(a) of this Agreement, along with a summary of the results obtained from the responses.

(b) Grantee shall permit any duly authorized representative of the Department or the State of Maryland (the "State") to inspect and audit all records and documents of Grantee relating to the Grant. Any inspections and/or audits under this Agreement shall be made at reasonable times. Grantee shall maintain records and documents concerning the Grant for a period of five (5) years from the date of this Agreement.

(c) Grantee shall require all eligible grantees receiving an Eligible Grant to (i) maintain records evidencing compliance with the requirements of the Eligible Grant for a period of five (5) years from the date of the Eligible Grant, and (ii) permit any duly authorized representative of the Department or the State to inspect and audit all records and documents of the eligible grantee relating to the Eligible Grant.

5. Compliance with Laws.

(a) Grantee will comply with all applicable federal, State and local laws.

(b) Grantee is in compliance with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

6. Certifications, Representations, and Covenants of Grantee.

(a) Grantee is: (i) duly organized and validly existing under the laws of the State; and (ii) has all requisite power and authority to enter into this Agreement.

(b) This Agreement has been duly executed and delivered by Grantee, in the manner and form which complies with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of Grantee.

(c) This Agreement has been properly executed by Grantee and: (i) will not violate any provision of law, any order of any court or agency of government, or any provision of Grantee's charter; and (ii) constitutes the valid and legally binding obligations of Grantee, and is fully enforceable against Grantee, in accordance with its terms.

(d) No member, officer, or employee of Grantee, or any of its designees, agents, consultants, and no members of its governing body, who exercises or proceeds of the Grant during such person's tenure, shall have any interest, direct or has exercised any authority over any economic development projects funded with indirect, in any contract or its proceeds, in any activity, which is part of any economic development projects funded with proceeds of the Grant.

(e) Grantee shall not use any Grant proceeds to make contributions: (i) to any person who holds, or is a candidate for, elected office; (ii) to any political party, organization, or action committee; or (iii) in connection with any political campaign or referendum. In addition, if in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: (1) to any persons who hold, or are candidates for, elected office; (2) to any political party, organization, or action committee; or (3) in connection with any political campaign or referendum.

(f) Grantee agrees to take all actions requested by the Department which are necessary to meet the requirements or requests of other agencies of the State or the Maryland General Assembly.

7. Defaults, Repayment, and Remedies.

(a) A default under this Agreement shall have occurred if Grantee: (i) uses any proceeds of the Grant for any purpose other than authorized by this Agreement, (ii) breaches any covenant, agreement, provision, representation, or warranty made in this Agreement, or (iii) fails to promptly return proceeds of the Grant that were not used to make Eligible Grants by the date specified in Section 1.

(b) Upon the occurrence of a default under paragraphs 7(a)(i) or (ii) above, Grantee shall have thirty (30) days from the date Grantee receives written notice of the occurrence of such a default from the Department to cure the default. If Grantee fails to cure the default within the thirty-day cure period, the Department may exercise any remedy specified in this Agreement.

(c) Upon the occurrence of a default under the terms of this Agreement, which default remains uncured beyond any applicable grace or cure period provided in this Agreement, the Department may (i) immediately demand repayment of all or a portion of the proceeds of the Grant and/or (ii) proceed to protect and enforce all rights and remedies available to the Department by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

(d) All remedies provided for in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available to the Department at law or in equity. The exercise of any right or remedy by the Department shall not in any way constitute a cure or waiver of any default by the Grantee, nor invalidate any act done pursuant to any notice of default, nor prejudice the Department in the exercise of those rights.

(e) The failure of the Department to insist upon performance of any term of this Agreement shall not be deemed to be a waiver of any term of this Agreement. No act of the Department shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

8. Non-Discrimination. Grantee covenants and shall cause any recipient of Grant funds to covenant that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by proceeds of the Grant. Grantee further covenants and shall cause

any recipient of Grant funds to further covenant that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

9. Press Releases. The Department may issue press releases or other promotional materials describing the award of the Grant and the specific purposes for which the Grant was awarded.

10. Indemnification. Grantee releases the State and the Department from, agrees that the State and the Department shall not have any liability for, and, to the extent permitted by law and subject to appropriations, agrees to protect, indemnify and save harmless the State and the Department from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the State and the Department, as a result of or in connection with the Grant or any Eligible Grants. To the extent permitted by law and subject to appropriations, money expended by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law from the date of such payment, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to the Department. This Section 10 shall survive the termination of this Agreement.

11. Notices; Individual Responsible for Grantee Reports

(a) Any communication permitted or required under this Agreement shall be deemed effective for all purposes as of the date the communication is mailed, postage prepaid, by registered or certified mail, return receipt requested or sent by a reputable delivery service, to be delivered only to the office of the addressee, addressed as follows:

(i) Communications to the Department shall be sent to:

Finance Programs Accounting and Administration
Department of Commerce
401 East Pratt Street, 17th Floor
Baltimore, Maryland 21202
fpaaworkflowcoordinator.commerce@maryland.gov

(ii) Communications to Grantee shall be sent to:

Name: Jamie Williams
Title: Director, Economic & Tourism Development
Address: 400 High Street, Chestertown MD 21620
Email: jlwilliams@kentgov.org

(iii) The individual responsible for providing the report on behalf of Grantee described in Section 4 and Exhibit C of this Agreement will be:

Name: Jamie Williams
Title: Director, Economic & Tourism Development
Address: 400 High Street, Chestertown MD 21620
Email: jwilliams@kentgov.org
Phone: 410-810-2168

(b) Grantee and the Department may each change the information in (a) above by sending written notice to the other party.

12. Assignment. No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on Grantee hereunder may be assigned without the prior written consent of the Department.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, representations, and negotiations between the parties hereto with respect to the Grant.

14. Amendment. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Department and Grantee.

15. Disclaimer of Relationships. Grantee acknowledges that the obligation of the Department is limited to providing the Grant in the manner and on the terms set forth in this Agreement. Nothing in this Agreement, nor any act of either the Department or of Grantee, shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving Grantee and the Department.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State.

17. Term of This Agreement. Unless sooner terminated by the mutual consent of Grantee and the Department, this Agreement shall terminate upon Grantee's satisfaction of its obligations under the terms of this Agreement.

18. Availability of Funds and Reduction of Grant. Disbursements of Grant proceeds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws.

19. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, Grantee and the Department have caused this Agreement to be executed, sealed and delivered as of the day and year first above written.

DEPARTMENT OF COMMERCE

By: _____
Kelly M. Schulz
Secretary

GRANTEE:

By: P. Thomas Mason (SEAL)
Name: P. Thomas Mason
Title: President

GRANT AGREEMENT: EXHIBIT A
REQUEST FOR DEMOGRAPHIC INFORMATION FROM APPLICANTS UNDER
THE PROGRAM

EXHIBIT B
REQUEST FOR DISBURSEMENT

1. Grantee's Name and Address:

 County Commissioners of Kent County, Maryland
 400 High Street
 Chestertown, MD 21620
2. Grant Amount: \$ 70,358.65
3. Amount of Grant Funds Requested: \$ 70,358.65
4. FEIN: 52-6000974

GRANT AGREEMENT: EXHIBIT C
REPORT

GRANTEE: _____

Total Amount of Grant Funds Granted by Commerce to Grantee:
\$ _____

Total # of Eligible Grants Made by Grantee from Grant Funds: _____

Aggregate \$ Amount of Eligible Grants Made by Grantee from Grant Funds:
\$ _____

Grantee shall provide the following information either by using (1) a spreadsheet format provided by Commerce, or (2) a web portal established by Commerce for that purpose, as determined by Commerce:

- Name, location, and FEIN of each grantee
- Amount of grant received by grantee
- Use of grant proceeds
- Demographic information responses of each grantee
- Does the applicant (owner) have a net worth of less than \$750,000?
- Did the applicant (owner) have an adjusted gross income of less than \$350,000?;
and
- Did the applicant have less than \$6 Million in assets?

Certification:

Grantee hereby certifies that the information listed above is true and accurate:

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

RETURN INFORMATION TO:

FPAA Workflow Coordinator
401 E. Pratt Street, Suite 1760
Baltimore, MD 21202

Or Email: darla.garrett@maryland.gov

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is entered into as of the 6th day of April 2021, by and between the **DEPARTMENT OF COMMERCE**, a principal department of the State of Maryland (the "Department"), and **Kent County**, a body politic and a political subdivision of the State of Maryland ("Grantee").

RECITALS

1. Pursuant to subsections (f)(3) and (19) of Section 9, and Section 12, of Chapter 39 of the Acts of the Maryland General Assembly of 2021 (Senate Bill 496), known as the RELIEF Act, funds have been made available to the Maryland Economic Development Assistance Authority and Fund ("MEDAAF") to be used to provide grants to businesses to assist the businesses in setting up an online sales framework and offering employees telework opportunities, as further provided in this Agreement (the "Program").
2. The Department has distributed the funds authorized for the Program to local jurisdictions in the State, with the expectation that local jurisdictions are best positioned to effectively assist local businesses accomplish the goals of the Program.
3. The Department has awarded grant funds in the amount of **\$1,599.06** to Grantee (the "Grant" or "Grant Funds"), to be used for the purposes more fully described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Purpose of Grant; Applications.

(a) (i) The purpose of the Grant is to enable Grantee to make grants to businesses to assist the businesses in setting up an online sales framework and offering employees telework opportunities, and for the more specific purposes described in paragraph (b) below.

(ii) Grants to be made by Grantee under the Program are hereinafter referred to as "Eligible Grants". Grantee may only use Grant proceeds to fund Eligible Grants.

(iii) Grantee shall solicit grant applications for grants under the Program from eligible businesses within its jurisdiction.

(iv) Application Requirements. In all applications to be submitted by applicants to the Program, Grantee shall include a request for information about the

applicant's demographic information, in the form attached as Exhibit A to this Agreement.

(b) Eligible Grantees under the Program.

To be eligible for a grant under the Program, an applicant must:

- Have been established prior to March 9, 2020;
- Be registered and in good standing with Maryland SDAT;
- Applicants that did not receive a COVID-19 Business Relief Grant or Loan will be prioritized over applicants that received a COVID-19 Business Relief Grant or Loan from the Maryland Department of Commerce;
- Currently be in operation;
- Have a physical location within Grantee's jurisdiction; and
- Not have more than 20 total employees excluding the owner

(c) Costs that Grantee may permit Eligible Grantees to fund with grant proceeds from the Program may include: expenses incurred to establish or expand online sales and/or telework during COVID (after March 2020).

(d) Maximum Amount of Grants to Eligible Grantees.

No single business may receive more than \$5,000 of the Grant Funds in grant funding under the Program.

(e) Eligible Grants shall be disbursed to Eligible Grantees no later than June 30, 2021. Any Grant Funds that Grantee has not disbursed by that date shall be promptly returned to the Department.

2. Grant. Subject to the availability of funds for such purpose, as determined in the sole discretion of the Department, the Department hereby grants to Grantee, and Grantee hereby accepts from the Department, the Grant, to be used by Grantee for the purposes described in Section 1 of this Agreement. The Grant is made subject to the terms and conditions set forth in this Agreement.

3. Conditions for Disbursement. The Department will disburse the proceeds of the Grant to Grantee after execution of this Agreement by both parties and after Grantee submits a request for disbursement attached hereto as Exhibit B.

4. Reports.

(a) By July 31, 2021, Grantee shall submit to the Department:

(i) a report in the form attached hereto as Exhibit C, detailing the use of Grant Funds; and

(ii) copies of the results of the responses to the request for demographic information Grantee is required to request of each applicant for a grant from the Program under Section 1(a) of this Agreement, along with a summary of the results obtained from the responses.

(b) Grantee shall permit any duly authorized representative of the Department or the State of Maryland (the "State") to inspect and audit all records and documents of Grantee relating to the Grant. Any inspections and/or audits under this Agreement shall be made at reasonable times. Grantee shall maintain records and documents concerning the Grant for a period of five (5) years from the date of this Agreement.

(c) Grantee shall require all eligible grantees receiving an Eligible Grant to (i) maintain records evidencing compliance with the requirements of the Eligible Grant for a period of five (5) years from the date of the Eligible Grant, and (ii) permit any duly authorized representative of the Department or the State to inspect and audit all records and documents of the eligible grantee relating to the Eligible Grant.

5. Compliance with Laws.

(a) Grantee will comply with all applicable federal, State and local laws.

(b) Grantee is in compliance with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

6. Certifications, Representations, and Covenants of Grantee.

(a) Grantee is: (i) duly organized and validly existing under the laws of the State; and (ii) has all requisite power and authority to enter into this Agreement.

(b) This Agreement has been duly executed and delivered by Grantee, in the manner and form which complies with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of Grantee.

(c) This Agreement has been properly executed by Grantee and: (i) will not violate any provision of law, any order of any court or agency of government, or any provision of Grantee's charter; and (ii) constitutes the valid and legally binding obligations of Grantee, and is fully enforceable against Grantee, in accordance with its terms.

(d) No member, officer, or employee of Grantee, or any of its designees, agents, consultants, and no members of its governing body, who exercises or proceeds of the Grant during such person's tenure, shall have any interest, direct or has exercised any authority over any economic development projects funded with indirect, in any contract or its proceeds, in any activity, which is part of any economic development projects funded with proceeds of the Grant.

(e) Grantee shall not use any Grant proceeds to make contributions: (i) to any person who holds, or is a candidate for, elected office; (ii) to any political party, organization, or action committee; or (iii) in connection with any political campaign or referendum. In addition, if in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: (1) to any persons who hold, or are candidates for, elected office; (2) to any political party, organization, or action committee; or (3) in connection with any political campaign or referendum.

(f) Grantee agrees to take all actions requested by the Department which are necessary to meet the requirements or requests of other agencies of the State or the Maryland General Assembly.

7. Defaults, Repayment, and Remedies.

(a) A default under this Agreement shall have occurred if Grantee: (i) uses any proceeds of the Grant for any purpose other than authorized by this Agreement, (ii) breaches any covenant, agreement, provision, representation, or warranty made in this Agreement, or (iii) fails to promptly return proceeds of the Grant that were not used to make Eligible Grants by the date specified in Section 1.

(b) Upon the occurrence of a default under paragraphs 7(a)(i) or (ii) above, Grantee shall have thirty (30) days from the date Grantee receives written notice of the occurrence of such a default from the Department to cure the default. If Grantee fails to cure the default within the thirty-day cure period, the Department may exercise any remedy specified in this Agreement.

(c) Upon the occurrence of a default under the terms of this Agreement, which default remains uncured beyond any applicable grace or cure period provided in this Agreement, the Department may (i) immediately demand repayment of all or a portion of the proceeds of the Grant and/or (ii) proceed to protect and enforce all rights and remedies available to the Department by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

(d) All remedies provided for in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available to the Department at law or in equity. The exercise of any right or remedy by the Department shall not in any way constitute a cure or waiver of any default by the Grantee, nor invalidate any act done pursuant to any notice of default, nor prejudice the Department in the exercise of those rights.

(e) The failure of the Department to insist upon performance of any term of this Agreement shall not be deemed to be a waiver of any term of this Agreement. No act of the Department shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

8. Non-Discrimination. Grantee covenants and shall cause any recipient of Grant funds to covenant that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by proceeds of the Grant. Grantee further covenants and shall cause any recipient of Grant funds to further covenant that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

9. Press Releases. The Department may issue press releases or other promotional materials describing the award of the Grant and the specific purposes for which the Grant was awarded.

10. Indemnification. Grantee releases the State and the Department from, agrees that the State and the Department shall not have any liability for, and, to the extent permitted by law and subject to appropriations, agrees to protect, indemnify and save harmless the State and the Department from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the State and the Department, as a result of or in connection with the Grant or any Eligible Grants. To the extent permitted by law and subject to appropriations, money expended by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law from the date of such payment, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to the Department. This Section 10 shall survive the termination of this Agreement.

11. Notices; Individual Responsible for Grantee Reports

(a) Any communication permitted or required under this Agreement shall be deemed effective for all purposes as of the date the communication is mailed, postage

prepaid, by registered or certified mail, return receipt requested or sent by a reputable delivery service, to be delivered only to the office of the addressee, addressed as follows:

- (i) Communications to the Department shall be sent to:

Finance Programs Accounting and Administration
Department of Commerce
401 East Pratt Street, 17th Floor
Baltimore, Maryland 21202
fpaaworkflowcoordinator.commerce@maryland.gov

- (ii) Communications to Grantee shall be sent to:

Name: Jamie Williams
Title: Director, Economic & Tourism Development
Address: 400 High Street, Chestertown MD 21620
Email: jlwilliams@kentgov.org

(iii) The individual responsible for providing the report on behalf of Grantee described in Section 4 and Exhibit C of this Agreement will be:

Name: Jamie Williams
Title: Director, Economic & Tourism Development
Address: 400 High Street, Chestertown MD 21620
Email: jlwilliams@kentgov.org
Phone: 410-810-2168

(b) Grantee and the Department may each change the information in (a) above by sending written notice to the other party.

12. Assignment. No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on Grantee hereunder may be assigned without the prior written consent of the Department.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, representations, and negotiations between the parties hereto with respect to the Grant.

14. Amendment. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Department and Grantee.

15. Disclaimer of Relationships. Grantee acknowledges that the obligation of the Department is limited to providing the Grant in the manner and on the terms set forth

in this Agreement. Nothing in this Agreement, nor any act of either the Department or of Grantee, shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving Grantee and the Department.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State.

17. Term of This Agreement. Unless sooner terminated by the mutual consent of Grantee and the Department, this Agreement shall terminate upon Grantee's satisfaction of its obligations under the terms of this Agreement.

18. Availability of Funds and Reduction of Grant. Disbursements of Grant proceeds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws.

19. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, Grantee and the Department have caused this Agreement to be executed, sealed and delivered as of the day and year first above written.

DEPARTMENT OF COMMERCE

By: _____

Kelly M. Schulz
Secretary

GRANTEE:

By: P. Thomas Mason (SEAL)

Name: P. Thomas Mason

Title: President

GRANT AGREEMENT: EXHIBIT A
REQUEST FOR DEMOGRAPHIC INFORMATION FROM APPLICANTS UNDER
THE PROGRAM

EXHIBIT B

REQUEST FOR DISBURSEMENT

1. Grantee's Name and Address:

County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620
2. Grant Amount: \$ 1,599.06
3. Amount of Grant Funds Requested: \$ 1,599.06
4. FEIN: 52-6000974

GRANT AGREEMENT: EXHIBIT C
REPORT

GRANTEE: _____

Total Amount of Grant Funds Granted by Commerce to Grantee:
\$ _____

Total # of Eligible Grants Made by Grantee from Grant Funds: _____

Aggregate \$ Amount of Eligible Grants Made by Grantee from Grant Funds:
\$ _____

Grantee shall provide the following information either by using (1) a spreadsheet format provided by Commerce, or (2) a web portal established by Commerce for that purpose, as determined by Commerce:

- Name, location, and FEIN of each grantee
- Amount of grant received by grantee
- Use of grant proceeds
- Demographic information responses of each grantee

Certification:

Grantee hereby certifies that the information listed above is true and accurate:

By: _____(SEAL)

Name: _____

Title: _____

Date: _____

RETURN INFORMATION TO:

FPAA Workflow Coordinator
401 E. Pratt Street, Suite 1760
Baltimore, MD 21202

Or Email: darla.garrett@maryland.gov



Jamie Williams, Director, Economic and Tourism Development
4/6/2021
County Commissioners Meeting

Item Summary:

Relief Act of 2021 Grants - Maryland Department of Commerce
Marketing Grant - Maryland Small Businesses for Tourism

ATTACHMENTS:

Description

Letter from Secretary Schulz

04.06.21 Maryland Department of Commerce, Maryland Tourism Development Board, Maryland Office of Tourism, FY2021 DMO Tourism Small Business Advertising Grant Agreement



March 26, 2021

Jamie L. Williams
Kent County Office of Tourism Development
Sent via email to: jwilliams@kentgov.org

Dear Ms. Williams,

The bipartisan Relief Act of 2021 was signed into law on February 15, 2021, and includes more than \$1 billion in tax relief and economic stimulus for struggling families and small businesses who are suffering as a result of the COVID-19 pandemic.

In the Relief Act, there is a provision that states that the Maryland Tourism Development Board shall allot \$1 million to market Maryland small businesses for Tourism via the Destination Marketing Organizations. As the grants are determined based on population, your county is eligible to receive \$3,198.

Funding for this is being deployed in the form of a grant. The grant agreement accompanies this letter. When received, please sign and return the agreement in triplicate **in the existing Word document format, along with the completed Request for Disbursement**. A final executed copy will be emailed to you. Due to the timeline for disbursement, we anticipate the agreements to be signed and returned within one week of receipt, to the extent possible. Completed Grant agreements should be emailed to Peter Cento, peter.cento@maryland.gov.

If you have any questions, please reach out to Liz Fitzsimmons at elizabeth.fitzsimmons@maryland.gov.

Sincerely,

A handwritten signature in black ink that reads "Kelly M. Schulz". The signature is written in a cursive, flowing style.

Kelly M. Schulz
Secretary
Maryland Department of Commerce

MARYLAND DEPARTMENT OF COMMERCE
MARYLAND TOURISM DEVELOPMENT BOARD
MARYLAND OFFICE OF TOURISM

**FY 2021 DMO TOURISM SMALL BUSINESS ADVERTISING GRANT
AGREEMENT**

THIS GRANT AGREEMENT ("Agreement") is effective as of April 6, 2021, by and between the Department of Commerce ("Commerce" or the "Department"), a principal department of the State of Maryland (the "State"), acting through the Maryland Tourism Development Board ("MTDB"), an agency of the Department, Kent County Office of Tourism & Economic Development ("Grantee") whose Federal Identification Number is 52-6000974.

RECITALS

1. Pursuant to subsections (f)(3) and (20) of Section 9, and Section 12, of Chapter 39 of the Acts of the Maryland General Assembly of 2021 (Senate Bill 496), known as the RELIEF Act, funds have been made available to the MDTP to be used to market Maryland small businesses for tourism, as further provided in this Agreement (the "Program").

2. MTDB has distributed the funds described in Section 1 of the Recitals among the State's destination marketing organizations (DMOs) proportionally across the State according to the population of the jurisdiction represented by the DMO for each DMO to use for purposes of the Program.

3. MTDB has approved a grant to Grantee in the amount of \$3,198 (the "Grant" or "Grant Funds") to advance the purposes of the Program, to be used as more fully described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant. MTDB agrees to provide Grantee with Grant Funds, subject to the availability of funds for such purpose, to use to advance the goals of the Program. Grant Funds do not replace or supplement existing MTDB grant programs or agreements. Existing MTDB programs' deadlines and deliverables remain in effect without modification.

2. Use of Grant Funds.

(a) Grantee may use Grant Funds only to market Maryland small businesses for tourism, in compliance with the Guidelines attached as Exhibit A to this Agreement.

(b) Grantee must expend Grant Funds for eligible costs under this Agreement by no later than June 30, 2021.

(c) Any Grant Funds not expended by Grantee by June 30, 2021, shall be promptly returned to MTDB.

3. Term of Agreement. This Agreement is effective as of the date first above written and shall terminate upon Grantee's satisfaction of its obligations under the terms of this Agreement.

4. Disbursement. The Grant Funds will be disbursed after execution of this Agreement by both parties.

5. Reports. Grantee must submit a final report detailing its use of all Grant Funds to MTDB by no later than July 31, 2021.

6. Early Termination; Grantee's Failure to Perform. Department and/or the State reserves the right to terminate the Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met, (b) Grantee materially fails to perform its obligations under the Agreement or otherwise violates the terms of the Agreement and/or any exhibits attached thereto, or (c) it's in the best interest of the Department and/or the State to terminate. Unless such termination is due to Grantee's failure to perform its obligations or Grantee's violation of the Agreement, the Department shall disburse Grant Funds to cover the eligible expenses incurred by Grantee prior to termination. In the event the termination is due to Grantee's failure to perform or Grantee's violation of the Agreement, the Department may require Grantee to repay all disbursed Grant Funds. Nothing in this provision relieves the Grantee from liability for any damages caused by Grantee's failure to perform or Grantee's violation of this Agreement. Grantee shall indemnify and hold harmless the Department for any damages, costs, or expenses, including reasonable attorney's fees and court costs, due to Grantee's failure to perform and/or violations of this Agreement.

7. Notices. All notices, requests, and consents made pursuant to this Agreement must be in writing or via email. Any communication is effective when mailed, first-class postage prepaid, as follows:

Submit executed Grant Agreement to:

Liz Fitzsimmons, Executive Director
Maryland Tourism Development Board
Office of Tourism Development
401 E. Pratt Street, 14th Floor
Baltimore, MD 21202
EMAIL: elizabeth.fitzsimmons@maryland.gov

Submit all other applicable correspondence, including but not limited to advertising creative approval requests, ad creative, invoices, Final Reports, and other required proof of performance to:

Ms. Marci Wolff Ross, Assistant Director for Tourism Development
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 410.767.6286
EMAIL: marci.ross@maryland.gov

and to:

Mr. Peter Cento
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
TEL: 410.767.6295
EMAIL: peter.cento@maryland.gov

Communications to Grantee:

Jamie Williams
Director Economic & Tourism Development
400 High St 3rd Floor
Chestertown, MD 21620
410-810-2168
jwilliams@kentgov.org

7. Amendment. This Agreement may be amended only by a written instrument executed by both parties.

8. Maryland Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

9. Political Contributions.

(a) Grantee shall not use any Grant Funds to make contributions: to any persons who hold, or are candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

(b) If in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: to any persons who hold, or are

candidates for, elected office; to any political party, organization, or action committee; or in connection with any political campaign or referendum.

10. Entire Agreement. This Agreement, together with the Exhibits attached to this Agreement and incorporated by reference, represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement may be deemed to exist or to bind the parties at the time of execution.

11. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, Grantee and MTDB have caused this Agreement to be executed, sealed and delivered as of the day and year first above written:

GRANTEE:

By: P. Thomas Mason
(signature)
Name: P. Thomas Mason
Title: President

MARYLAND TOURISM DEVELOPMENT BOARD:

By: _____
(signature)
Name: _____
Title: _____

EXHIBIT A
FY 2021 DMO TOURISM SMALL BUSINESS ADVERTISING GRANT
GUIDELINES

I. PURPOSE AND ELIGIBILITY

It is the purpose of these grant guidelines, provided in accordance with the policies adopted by the Maryland Tourism Development Board ("MTDB") on September 20, 1995, as amended and in concurrence with actions taken during a meeting on October 7, 1997, to govern the award of grants to Maryland political subdivisions to supplement local funds for tourism marketing and development.

These grant guidelines govern the FY 2021 DMO Tourism Small Business Advertising Grant program described in this Grant Agreement, which is administered by the Office of Tourism Development ("OTD") on behalf of MTDB, an agency of the Department of Commerce ("Commerce" or "the Department").

By authority granted to MTDB under the Economic Development Article in the Annotated Code of Maryland, Section 4-213 (10) and (11), MTDB is to "cooperate with other public units and private organizations to develop and promote the State's tourism and travel industries" and "encourage, assist, and coordinate the tourism activities of local and regional promotional organizations."

Each Maryland County, Ocean City and the City of Baltimore is eligible for a DMO Tourism Small Business Advertising Grant. MTDB will make the grants directly to the DMO that is recognized by the chief elected official of the aforementioned jurisdictions. No more than one DMO Tourism Small Business Advertising Grant shall be awarded to the aforementioned jurisdictions.

DMO Tourism Small Business Advertising Grant Funds shall be used to advertise small tourism businesses that generate tourism tax revenues as defined by the Tourism Promotion Act of 2008 and/or differentiate the DMO within the DMO's key drive markets. Eligible businesses are small businesses that have between 1 and 20 full-time equivalent employees.

II. GRANT AMOUNT AND CONDITIONS

FY 2021 DMO Tourism Small Business Advertising Grant Program funds are allocated based on the following criteria:

1. DMO Tourism Small Business Advertising Grant Program Grants are a quick infusion to DMOs to advertise eligible businesses in key drive markets. **NOTE: Grantees are strongly encouraged to market their eligible businesses through OTD platforms such as the Deals platform found on www.visitmaryland.org**

and prioritize small businesses entities within A&E districts, Main Streets and makers in the jurisdiction.

2. MTDB has distributed the funds to the State's DMOs proportionally according to the population of the jurisdiction represented by the DMO.

B. Grant Funds shall be used with the following Requirements and Conditions:

1. All Grant Funds must be spent by June 30, 2021. Any unspent Grant Funds must be returned to MTDB by no later than October 1, 2021. Failure to comply may affect eligibility for future MTDB grants.
2. The report required under Section 5 of the Grant Agreement must be submitted by Grantee in the format stipulated by OTD. The format includes:
 - a. Proof of expenditure performance through advertising invoices dated within the grant term;
 - b. Advertising copy that verifies the advertisements meet the terms, conditions and requirements of the Program; and,
 - c. If deemed necessary, qualitative and quantitative information applying to the execution and results of the Program.
3. Grantee shall allow any duly authorized representative of Commerce or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to the Grant, which records Grantee shall retain until three years after expiration of the grant period.

C. Indirect costs are eligible as follows:

1. If Grantee is a nonprofit under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, Grant Funds may be applied to indirect costs in accordance with Section 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland and Code of Federal Regulations Office of Management and Budget's Uniform Guidance in 2 C.F.R. 200. Grantee must provide federal verification of its negotiated indirect cost rate in advance of reimbursement.
2. If Grantee is not a nonprofit under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, Grantee may apply Grant Funds to indirect costs at a rate of 10% of costs that would be considered modified total direct costs under the US Office of Management and Budget (OMB) Uniform Guidance.
3. Grantee shall report any Grant Funds applied to indirect costs in the format stipulated by OTD.

III. APPLICATION AND CORRESPONDENCE SUBMISSION INSTRUCTIONS

A. Grantee must submit executed Grant Agreement to:

Ms. Liz Fitzsimmons, Executive Director
Maryland Tourism Development Board
Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor
Baltimore, MD 21202
EMAIL: elizabeth.fitzsimmons@maryland.gov

B. Submit all other applicable correspondence, including but not limited to advertising creative approval requests, to:

Ms. Marci Wolff Ross
Senior Assistant Director for Tourism Development Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor Baltimore, MD 21202
TEL: 410.767.6286
EMAIL: marci.ross@maryland.gov

With a copy to:

Mr. Peter Cento
Tourism Development Management Associate Maryland Office of Tourism Development
401 East Pratt Street, 14th Floor Baltimore, MD 21202
TEL: 410.767.7693
EMAIL: peter.cento@maryland.gov

C. Submit Final Report and required proof of performance to Mr. Peter Cento in the format stipulated by OTD at the address noted above.

IV. ELIGIBLE EXPENDITURES

Any expenditure not explicitly identified in these guidelines is an ineligible cost. Grantees are encouraged to contact OTD via email in advance of their expenditure commitment to ensure that it qualifies under these guidelines. OTD shall have the right to review and reject any expenditure deemed in its sole discretion to be ineligible.

DIRECT & INDIRECT COSTS

A. Direct costs-Advertising Placement - means the actual time, space and/or other format purchased to communicate a message that inspires Maryland tourism.

1. Direct costs are limited to the purchase of the following media:
 - a. Print space
 - b. Digital advertising includes online display, video placement, sponsored content, native ads, etc.
 - c. Television time
 - d. Radio Time
 - e. Outdoor space such as billboard, transit mktg., etc.
 - f. Social Media – Facebook and Instagram only - all other social media outlets need prior approval by OTD before placement
2. Requirements and Conditions - All advertising paid for with Grant Funds must meet all of the following general conditions:
 - a. Advertise and promote small businesses, such as restaurants, entertainment, attractions, shops and services in support of Maryland tourism.
 - b. Not include names of elected officials or organizations whose primary function does not generate tourism tax sales revenues;
 - c. Contain a “call-to-action” to Grantee’s website, social media outlet and/or toll-free number; and,
 - d. Contain one of the OTD-approved logo below at no less than ¾” in size for full execution:



3. TV and Video - Ad copy must include one of the logos identified in A.2.a of these guidelines. Logos must appear for no less than three seconds and be clearly identifiable and readable.
4. Radio - Ad copy must include the following verbal tagline: “Maryland. Open.”
5. Outdoor space - Ad copy must include one of the logos identified in A.2.a of these guidelines. Logos must appear at a size that is applicable to the media and be clearly identifiable and readable.
6. Social Media – Facebook and Instagram

- a. Grantee must “friend” and/or “follow” OTD for ads to be eligible for reimbursement.
- b. Facebook postings must include the OTD tag: **Be Open for it @TravelMD**
- c. Instagram postings must include the OTD tag: **Be Open for it @VisitMaryland**

NOTE: If you are using Grant Funds to purchase advertising that can't accommodate a logo, submit a logo exemption request via email to Julia Bouie at julia.bouie2@maryland.gov no less than 10 days in advance of the purchase.

B. Indirect Costs – means costs defined under the Code of Federal Regulations Office of Management and Budget’s Uniform Guidance in 2 C.F.R. 200. Indirect Costs may include but are not limited to advertising production and Search Engine Optimization/Search Engine Marketing.

VII. NON-ALLOWABLE EXPENSES FOR FY 2021

Grant Funds shall not be used to:

- Support the religious aspects of any event or promotional campaign;
- Offset, match, or subsidize any other state funds;
- Purchase travel, food and/or beverage expenses of any kind; and/or,
- Operate a DMO beyond what is specifically described in these guidelines.

VIII. COMPLIANCE WITH APPLICABLE LAW

Grantee must comply with all applicable federal, State, and local law.

IX. CONSERVATION

It is OTD’s policy to promote sound environmental practices. To that end, OTD favors the use of recyclable or recycled products. Applicants are encouraged to incorporate such practices.

X. FAIR PRACTICES CERTIFICATION

Grantee must prohibit discrimination on the basis of: (i) political or religious opinion or affiliation, marital status, race, color, creed, or national origin, (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification, or (iii) the physical or mental disability of a qualified individual with a disability.

XI. DRUG AND ALCOHOL FREE WORKPLACE

Grantee must make a good faith effort to eliminate illegal drug use and drug and alcohol abuse from the workplace. Specifically, Grantee must:

- A. Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
- B. Prohibit its employees from working under the influence of alcohol or drugs.
- C. Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;
- D. Promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred; and notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.

XII. DEFAULT

- A. A default consists of: (i) any use of Grant Funds for any purpose other than authorized; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee made in the Agreement.
- B. Upon the occurrence of any default, Commerce may immediately suspend Grantee's authority to receive any Grant funds.
- C. If a default occurs, Grantee shall have 30 days from the date Commerce's notice of default was postmarked to cure the default. After the conclusion of this 30-day period, if Grantee has not cured the default to the satisfaction of Commerce, Commerce may terminate the Agreement. In the event of termination:
 - 1. Grantee's authority to request a disbursement ceases and Grantee has no right or interest to any of the undisbursed Grant Funds; and,
 - 2. Commerce may immediately demand and receive repayment of all or a part of any Grant Funds which have been disbursed.
 - 3. In addition to the remedies specified, if a default occurs, Commerce may at any time proceed to protect and enforce all rights available to it, by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies survive the termination of the Agreement.

XIII. INDEMNIFICATION

Grantee releases Commerce and MTDB from, agrees that Commerce and MTDB shall not

have any liability for, and agrees to protect, indemnify and save Commerce and MTDB harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against Commerce or MTDB as a result of or in connection with the Grant. All the money expended by Commerce or MTDB as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to Commerce or MTDB.

EXHIBIT B

REQUEST FOR DISBURSEMENT

1. Grantee's Name and Address:

County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620

2. Grant Amount: \$ 3,198

3. Amount of Grant Funds Requested: \$ 3,198

4. FEIN: 52-6000974



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
4/6/2021
County Commissioners Meeting**

Item Summary:

FY2022 Community Partnership Agreement Application

ATTACHMENTS:

Description

04.06.21 Children's Cabinet Interagency Fund – FY 2022 (CCIF), Governor's Office of Crime Control and Prevention, Kent County Board of Commissioners Partnership Agreement, DUNS Number 086131901

Program Narrative: Healthy Families

Program Narrative: Trojan Influence After School

Children's Cabinet Interagency Fund - FY 2022 (CCIF)

Applicant: Kent County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention

Pending Submission

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Application Contents

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| ☒ Face Sheet | ☒ Service Sites |
| ☒ Summary / Narrative | ☒ Assurances |
| ☒ Budget Summary | ☒ Anti-Lobbying |
| ☒ Personnel | ☒ Services |
| ☒ Operating | ☐ Equipment |
| ☒ Travel | ☒ Other |

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number:
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

Children's Cabinet Interagency Fund - FY 2022 (CCIF)**Applicant:** Kent County Board of County Commissioners**Project Title:** Kent County Community Partnership Agreement FY22**Kent** **Local Government****Start Date:** 07/01/2021**Submitted:** Pending Submission**DUNS Number:** 086131901**End Date:** 06/30/2022**Funding Year:****SAM Expiration:** 2/16/2022**Applicant:**

Kent County Board of County Commissioners
 R. Clayton Mitchell, Jr. Kent County Government
 Center
 400 High Street
 Chestertown, MD 21620 1312
 (410) 778-4600 FAX: (410) 778-7482

Implementing Agency:

Kent County Local Management Board (LMB)
 400 High Street
 Chestertown, MD 21620 1574
 (410) 810-2673 FAX: (410) 810-2674

Authorized Official:

Mason, P. Thomas President
 kentcounty@kentgov.org
 Kent County Board of County Commissioners
 R. Clayton Mitchell, Jr. Kent County Government Center
 400 High Street
 Chestertown, MD 21620-1312
 (410) 778-4600 FAX: (410) 778-7482

Project Director:

Granillo, Rosemary Director
 rramseygranillo@kentgov.org
 Kent County Local Management Board (LMB)
 400 High Street
 Chestertown, MD 21620-1574
 (410) 821-2673 FAX: (410) 810-2674

Funding Summary	67.7 %	Grant Funds	\$401,556.00		
	32.3 %	Cash Match	\$191,628.00		
	0.0 %	In-Kind Match	\$0.00		
		Total Project Funds	\$593,184.00		

Project Summary

Community Partnership Agreement - Narrative

RESULTS AND INDICATORS

1) COMMUNITY PLAN FY2020-FY2022

Summary

Kent County's Community Plan for FY2020-FY2022 aligns resources to increase mobility from poverty through better public understanding of its structural drivers and associated racial disparities, increased capacity to meet the basic needs (housing, transportation, etc) of residents, and the incorporation of trauma informed and whole family approaches across programs and services in the county. It is a data driven and cross sector response to the concentration of child poverty in Maryland's smallest jurisdiction to move us closer to the Plan's stated vision of "Equitable Access. Shared Assets. Full Opportunity."

Collective Impact

Kent County Local Management Board (KCLMB) adopted a Collective Impact Framework in the Winter of 2018 that coincided with the qualitative data collection phase of the planning process. We brought together an extra layer of expertise and perspective through a Guiding Coalition to expand on the work of the 14-member Board. Members of the Guiding Coalition represent the local private college (Washington College), the business sector, philanthropy, racial justice advocates, the faith community, law enforcement, and parents and individuals affected by incarceration, poverty, homelessness and food insecurity.

The Community Plan coalesced around the shared vision to increase economic mobility among families experiencing poverty. For Kent County this must first address the lack of services and local capacity to meet basic needs primarily related to housing and transportation, followed by food security, childcare, healthcare, and internet. The resulting common agenda for the collective impact partners is to ensure that public entities and non-profits coordinate to provide services and resources to better fill these gaps. In FY2021 KCLMB has expanded our capacity to be the backbone for the collective impact process by hiring a Basic Needs Coordinator who has convened a Basic Needs Work Group. Together they are researching strategies to build local capacity and implement solutions over the short and long term. This has already resulted in greater coordination and service coverage with Delmarva Community Transit and several rounds of Rental Assistance through federal CARES dollars. Longer term goals include locally available emergency and transitional housing services, public and private transportation solutions, and programming and services that removes barriers for families experiencing poverty.

During the pandemic KCLMB has become more of a resource hub around basic needs than ever before. This is especially true regarding feeding efforts. Urban Institute's 'Well-being and basic needs survey' found that almost one in four adults (23.6 %) living with children accessed charitable food in 2020 compared with about one in six adults (16.5%) in households without children. (Waxman, 2021) Knowing the disproportionate impact of poverty and economic vulnerability among Kent County

families KCLMB has dedicated substantial energy toward local feeding work. Social Action for Racial Justice – the grass roots initiative that KCLMB convened in 2017 after several Undoing Racism trainings – responded to the shutdown with a massive mutual aid feeding effort to reach students and other vulnerable households. Within days of the shutdown, the initiative had 175 volunteers and a centralized operation for collecting and distributing food at the County's community center. This expanded the school district's capacity to serve students, reaching over 700 children (65% of the Free and Reduced Meal (FARM) eligible population), and delivered fresh groceries and meals to seniors and other vulnerable households. (Spy, April 10, 2020) This initiative is now housed within the newly formed non-profit, Minary's Dream Alliance, and continues to deliver weekly groceries to over 200 households. Throughout, KCLMB has been on the forefront of the effort by problem solving and sustaining the work through CARES funds and creative partnerships. To further the coordination of feeding efforts and to strengthen the network of pantries in Kent County over the long term, KCLMB is convening feeding stakeholders on a bi-monthly basis and sponsoring a mobile pantry in rotating locations around the county. This includes a directory and calendar that includes all of the feeding resources available to residents.

Community Input

KCLMB gathered input from 280 community members in FY2019 through surveys, turn the curve exercises, key stakeholder interviews, focus groups, and planning sessions with the Board and Guiding Coalition. In FY2020 we gathered further refinements and input from 1,030 community members. This included regular Board and Guiding Coalition meetings, a community forum to build the action plan with 75 community members that included a dozen high school students and their principal, and a survey about transportation needs sent out on line, through employers and municipal water bills; which 850 people answered. In FY21 the Board met jointly with the Guiding Coalition on a bi-monthly basis to reaffirm priorities and strategies and KCLMB hosted a series of virtual Youth Voice sessions (facilitated by student members of STAR – Students Talking About Race) to hear from middle and high school students about their experiences during the pandemic.

Other Input and Collaboratives

KCLMB's planning process began with a data audit in the Fall of 2018 that reviewed the indicators tied to the eight child well-being result areas. This was overlaid with the findings from similarly aligned needs assessments and planning documents, including the United Way of Kent County's 2017 Comprehensive Needs Assessment, Maryland Rural Development Corporations' Community Wide Needs Assessment 2016-2019, and Maryland Department of Juvenile Services Kent County Case Management Program. In FY21 Mid Shore Behavioral Health completed the first Community Behavioral Health Plan as a collaborative effort with each county's Local Addiction Authority, resulting in a mutually reinforcing assessment to Kent County's community plan. (MSBH, 2021)

Prioritized Areas of Need

Kent County has several key elements for success when it comes to the well-being of children, youth, and families. The Community Plan highlights a strong and connected county. The first key element is our capacity for collaborative planning and collective action. Stakeholders and families live, work, and play together, often wearing multiple hats. For example, a local mayor is also the deputy director of a major nonprofit, and our former U.S. Congressman runs an environmental education program and chairs a committee with Social Action for Racial Justice. Grass roots initiatives coexist and strengthen agency planning and programming. This builds tightly knit networks and mutual interests. The second key element for success is our small population of 19,500 residents that allows for universal programming that would be difficult to fund in large jurisdictions – for example, our school system can provide laptops and tablets to every single student, and has provided universal pre-K since 2014. The

third element is a sense of belonging – there is shared faith that all residents’ needs will be better met through a commitment to work together to improve outcomes for all children, youth, and families. The Community Plan crafted a fresh Vision and Mission to guide the process:

VISION

Equitable access, shared assets, full opportunity

MISSION

Harness our collective strengths to enable Kent County youth and families experiencing poverty to build resiliency and thrive.

The overarching and systemic needs identified in the Community Plan are 1. Reliable and accessible transportation 2. Emergency, transitional, and affordable housing 3. Childcare, and 4. Access to Healthcare. These are underlying issues that will affect any program or initiative implemented locally.

Theory of Change

The theory of change seeks to build mobility from poverty via three result areas: Children are Successful in School, Youth Have Opportunities for Employment and Career Readiness, and Families are Safe and Economically Stable. To do so will require 1. Public Understanding that humanizes poverty and exposes the structural forces that perpetuate it, like racism and rising economic inequality 2. Coordination & Capacity to Meet Basic Needs like food, housing, and transportation, and 3. A Systems of Care to drive whole family, trauma informed, and equity focused services.

Priorities, Goals, & Actions

The Community Plan identified five goals to guide the FY2020-FY2022 action plan. These were refined and updated in August 2020 and January 2021. Each goal has associated action steps that have been assigned a lead organization, supporting partners and a time frame over three years.

Five Goals:

1. Raise awareness and understanding of poverty in Kent County and the impacts of COVID-19

The estimated number of children experiencing poverty, based on American Community Survey, FARM eligible students, and Medicaid data, is the Plan’s baseline for improvement. We have the potential to cut child poverty by 50% if we can move roughly 300 children above the poverty threshold. Conversely, the County would have to attract 3,000 new children to reside here to achieve the same result. The Plan’s emphasis on the drivers and impacts of poverty, including structural racism, establishes the common language necessary to inform policy.

2. Improve County’s capacity to meet basic needs (food, housing, transportation, internet, childcare, healthcare)

The plan identified significant gaps in services and supports for families experiencing poverty. For example, there are no nonprofits or agencies that provide formal emergency or transitional housing services in the County – residents must travel to Caroline, Queen Anne’s or Cecil County (or further) to access funds and services, or wait for the three-month winter shelter to open in January. The biggest barrier is local capacity – the County doesn’t have the infrastructure to run programs, but there is gaining momentum to invest in this area and build the capacity, both within the County,

agencies, and among nonprofits. This is a central priority for the collective impact process embraced by our partners.

3. Expand funding capacity of the KCLMB to increase coordination and drive multi sector collaboration

This included hiring the Basic Needs Coordinator to help serve as the backbone for the Community Plan's collective impact process. KCLMB is now a team of three high level staff – the Director, the Systems of Care Coordinator, and the Basic Needs Coordinator. Each member convenes specific sectors, focuses on resource procurement and alignment, and builds capacity among partners.

4. Provide youth experiencing poverty opportunities to succeed in school and life by addressing barriers and investing in proven solutions

There is a wealth of human capital and non-profit organizations in Kent County, but relatively few of them focus on providing for the basic needs of families experiencing poverty or community-based programs for youth. We need to strengthen local vendor capacity and the LMB's unique role in spearheading or piloting custom tailored initiatives.

5. Train all service providers in trauma informed practices with a focus on race equity, diversity, and inclusion

KCLMB's Systems of Care and Local Care Team's work connects residents to resources, coordinates services, and trains partners on evidence-based approaches like ACES and trauma informed practices, and racial equity strategies. This work needs to be scaled up to reach more providers and residents.

RESULTS

1. Families are Safe and Economically Stable

1) Prioritized Indicators: Child Hunger and Child Poverty

Kent County's current *Child Poverty* rate of 20.4% remains 5.4 points above the 2007 pre-recession rate of 15%. Kent County's child poverty rate is also 8 points higher than Maryland's current rate and 2.9 points higher than the national rate. (Small Area Income and Poverty Estimates, 2019) In 2019, 2,023 children under 20 years old, about 48%, were enrolled in Medicaid. (Data inquiry from Health Department, 2020) KCLMB has further disaggregated the Medicaid data by zip code – the largest concentrations of MA enrolled children and young adults are in Chestertown (44%), Rock Hall (17%), and Worton (14%). Of those three population centers, only Chestertown's enrollment has increased over the past five years, while the other two have gradually decreased.

Child Hunger, tracked through the rate of students eligible for Free and Reduced Meals (FARM), increased to 57% of the public-school population in 2019 – 6 points higher than 3 years ago. (MSDE Report Card, district level) In 2019, 908 (29%) were enrolled in SNAP. (Data inquiry from DHS, 2020).

2) The Story Behind the Data

Historically, the child poverty and food insecurity data closely track with national trends and remain far below Maryland's rates. This suggests that Kent County families are quickly impacted by national trends, while struggling to benefit from the gains seen by the average Maryland family.

In part, data trends for child poverty and hunger are trending negatively because the county is experiencing a gradual but steady demographic decline of families with children under 18, causing a concentration of poverty among the remaining families. In 2000, children under 19 were 25% of the total population. By 2016 it fell three points to 22%. (ACS, 2000 & 2016)

A declining child population wreaks havoc on the public school system, inflating the per pupil funding rate (Kent County is the fourth highest in Maryland) as it struggles to maintain infrastructure, a transportation route with extensive miles to cover, and core staffing. Enrollment for Kent County Public Schools has fallen by 217 students in the past five years at an estimated cost of \$3.5 million dollars. (Dept. of Legislative Services, 2019) The system has consolidated schools several times, including the most recent closure of two elementary schools before the 2016-2017 school year. There is currently one high school, one middle school, and three elementary school serving 1,812 students.

Childcare centers have been whittled down to 5 options with waiting lists, just two of which provide infant care. There are another 18 home care providers with a maximum capacity of 8 children each.

3) *Why the Board prioritized the Result and Indicator for FY2022*

Community feedback most urgently voiced the desire for safe and economically stable families as the effects of concentrated child poverty become more pronounced.

When ranking the United Way's four priority areas, 51% of those surveyed identified multigenerational poverty as their top priority and 80% within their top two priorities. Similarly, when asked to rank concerning data points from KCLMB's data audit, 45% ranked child poverty 1st, and 86% within the top two; followed by hunger (69% in top two), school discipline (19%), incarceration 11%), and youth unemployment (10%).

When asked to prioritize the Children's Cabinet priorities, 81% prioritized ACES, 68% disconnected youth, 63% childhood hunger, 61% Juvenile Justice Diversion, 53% impacts of incarceration, and 38% homeless youth.

During the COVID-19 pandemic KCLMB, the Guiding Coalition, and many other community members faced a new reckoning with the urgency of poverty and hunger within the county. The volunteers have been transformed by their service and are passionate advocates for the families receiving food. The refrain has often been "I had no idea there was this kind of need hidden within plain sight".

Research highlights the urgency of targeting child poverty and increasing social mobility – potentially adding 1 Trillion dollars into the US economy each year through increase productivity, reductions in crime and health care costs. (NASEM, 2019) Food insecurity during a child's development causes children to likely experience developmental impairments in areas like language, motor skills, and behavior. (Feeding American, 2017) Longitudinal studies in Canada indicate that teen hunger is related a higher risk of depression and suicidal ideation in adolescents, and chronic conditions, particularly asthma, and maternal depressive disorders. In addition, nutrient deficiencies, such as iron deficiency, are known to impair learning and cause decreased productivity in school-age children. (Ford-Jones, 2015)

KCLMB continues to prioritize child poverty as an important indicator of societal and child well-being that is causally related to worse child development outcomes, particularly cognitive developmental

and educational outcomes. (Wimer, 2016) Early supports and interventions are essential to build resiliency and mitigate the impacts of poverty. Extensive research over the past two decades establishes the importance of healthy brain development in the early childhood years. Cognitive developmental and educational outcomes are negatively affected by the material hardship, family stress, parental and cognitive inputs and the developmental context that children living in poverty are exposed to. (Wimer, 2016) The Board understands that there are windows of opportunity in child and adolescent brain development where targeted interventions can provide a positive impact on a child's life trajectory, even when facing a family history of poverty and stress. (Giedd, 1999) (Bethell, 2019)

4. FY2022 Programs:

Healthy Families Home Visiting

Trojan Influence After School Program

2. Children are Successful in School

1. Prioritized Indicators: Chronic Absenteeism and PAARC Math 3-8

Chronic Absenteeism for the entire district has increased by 9 points in the past three years (from 15.5 in 2016 to 24.4% in 2019). For the Middle School specifically, chronic absenteeism rose from 10% in 2015 to 28% in 2019 – an 18 point increase. While we still don't have access to the past school year's rate, we know that there has been an even more dramatic increase in chronic absenteeism as the schools used virtual and hybrid learning.

When disaggregated by race and socio-economic status district wide, FARM eligible white students are driving the largest portion of chronic absenteeism with a rate of 26.7%, while African American FARM eligible students trend better than the district average (14.4% vs. 15.5%). On the other hand, FARM eligible students of 2 or more races have spiked 25 points in chronic absenteeism since 2016, reaching 38%. (MD Report Card, District level)

PARCC: Math: the average percent of public school students in grades 3 through 8 performing at or above performance level 4 on the Partnership for Assessment of Readiness for College and Career (PARCC): 17% of Kent County students tested as proficient on this exam in 2019, a sharp decline compared with results over the past three years. (Clear Impact 2019) The rate was 22% for Kent County Middle School students specifically (6th-8th grades). For reading, Kent County Middle School has achieved an average 16 point proficiency increase across 6th, 7th, and 8th graders since 2015. But for math, middle schoolers have dropped by 3.3 percentage points. (An average 16% passed in 2015 vs 13% in 2019).

The Board disaggregated for race and socio-economic status and was intrigued with the results. For 6th through 8th graders who are FARM eligible, 5% or less of African American students reached proficiency between 2015 and 2019, except for 7th graders this past year, who reached 6.3%, but 23% of White FARM eligible students scored a 4 or higher the same year, which was an even higher percentage than the overall student body. This racial disparity in academic performance is particularly curious when compared to the attendance data. While African American middle school students eligible for FARM have held slightly better attendance than the overall student body and much better attendance than White FARM eligible students (avg. 3 point difference), the advantage has not closed the racial achievement gap.

2. *The Story Behind the Data*

KCLMB does not yet have an analysis of attendance and testing performance during the COVID-19 pandemic primarily since MSDE has not been able to update their Report Card and because we are still in the midst of the pandemic. There had not been any significant programmatic or investment changes over the past three years within the school system that could have impacted these indicators. In terms of chronic absenteeism Kent County Public Schools have maintained one attendance specialist on staff, and the Kent County Circuit Court administers the Truancy Reduction Program to intervene with the most complex cases (with a maximum of 40 participants at a time). KCLMB's analysis is that chronic absenteeism is a symptom of the greater demographic and performance trends that the Kent County School System is experiencing. The conversation fits into a larger community discussion about what is happening among the increasing number of families facing hardship and a broadly shared sense of commitment to help improve the quality of the Kent County Public School System.

This conversation is grounded in the increased rates of Child Poverty, coupled with declining rates of school enrollment. Like Districts across the nation, once these trends begin to take hold, it is extremely challenging to reverse them. The impact of decreased school enrollment has created enormous pressure and stress on the District.

Kent County Middle School has had new leadership since the 2017-2018 school year and has benefited from several grants focusing on literacy. This has helped to increase reading scores in the past year, but low-income students and students of color struggle to engage with advanced coursework and extracurricular activities. In the Fall of 2019 the Middle School principal hosted a Data and Dessert presentation that showed the racial breakout for test scores, attendance, honor role, club participation, suspensions and fights. Families discussed robust extracurricular options, afterschool transportation, mental health supports, and a positive school climate as priority strategies to help close the gap.

KCLMB held a Turn the Curve discussion with a broad coalition of partners during a Local Drug and Alcohol Abuse Council meeting, including stakeholders from behavioral health, the school system, the health department, and law enforcement. They identified families impacted by incarceration, substance use, and poverty at the primary causes for students disengaging with school, whether this manifested as absenteeism or falling behind academically. The truancy Turn the Curve discussion with the Local Drug and Alcohol Council emphasized the need to better use existing services like fee for service mental health therapists who can enter the school system and community base programs to provide supports and enrichment to these students. They listed the need to integrate counseling and mentoring through sports activities and coaches and ways to make after school activities more accessible to students with financial and transportation barriers.

KCLMB compares data from FARM eligible White and African American students to challenge the narrative that poverty alone begets poorer educational and behavioral outcomes – race and racism is an important factor. When FARM eligible White students achieve better scores than FARM eligible African American students with better attendance, systemic racism has to be examined. How are we ensuring that African American students are engaged and supported? How are we examining our systems for implicit bias? How can we build positive racial identities among African American and students of 2+ races in a way that promotes belonging and academic performance? KCLMB does not expect to find the answers to these questions outright, but to continually weave them through our planning and programming processes.

3. *Why the Board Prioritized the Result and Indicator for FY2022*

In FY2020 KCLMB prioritized Children are Successful in School based on concerning data trends for

chronic absenteeism, and assessment scores for English Language Arts and Math. It was clear that if the trend were left without intervention, there would be significant impact on children's success in school.

Through the new Community Plan process, KCLMB, the Guiding Coalition, and other key stakeholders were able to review and discuss the data around truancy and school performance. During the initial 'data audit', where KCLMB updated all indicators across the 8 Result Areas for Maryland's Child Well-Being, the indicators for truancy and assessment scores for English Language Arts, Math, and Algebra 1 each ranked as "Concerning" areas, especially when disaggregated by race and socio-economic status. Continued data trends would have a significant impact on children's success in school. As KCLMB moved into the qualitative phase of the planning process, absenteeism and academic achievement rose higher as key concerns and KCLMB voted to include Children are Successful in School as one of our three prioritized result areas for the FY2020-FY2022 Community Plan.

4. FY2022 Programs

Trojan Influence After School Program

3. Youth have Opportunities for Employment and Career Readiness

1. Prioritized Indicator: Youth Unemployment

KCLMB prioritized Youth Have Opportunities for Employment and Career Readiness based on the disproportionately high rate of youth unemployment when compared to older age groups, and high levels of poverty among young adults between the ages of 18 and 34. For 2018, the highest unemployment rate in Kent County was 7% among youth 20-24 years of age. Like other age groups, rates of participation have slowly increased, and rates of unemployment have gradually decreased. (U.S. Census Bureau, 2013-2017 American Community Survey 5 Year Estimates)

After children 0-5 years of age, young adults between 18 and 34 years of age suffer the highest rates of poverty in Kent County. (U.S. Census Bureau, 2015-2017 American Community Survey Estimates)

2. The Story Behind the Data

The Board's analysis is that employment opportunities have been increasingly available over the past 10 years, but not enough young people have had the capacity to take advantage of them; especially those jobs requiring specialized skills that pay a living wage.

Including Healthy Families Mid-Shore, there is already an array of services and programs that target poverty related issues among infants and young children. Local programming for workforce development and poverty reduction among adults has not targeted youth or young adults specifically. The main examples of existing workforce development options are Job Club at the Kent County Department of Social Services, the American Job Center, and in-house apprenticeship programs at manufacturing companies like Dixon Valve.

As Kent County looks toward recovery efforts after the COVID-19 pandemic, the gains in youth employment that we have experienced in the past few years will likely be lost. It will be vital to keep youth connected to employment and career development opportunities for a full recovery to be possible.

3. Why the Board Prioritized the Result and Indicator for FY2022

KCLMB first prioritized “Youth are Employed and Economically Stable” and the associated indicator “Youth Unemployment” in our FY2017-FY2019 Community Plan. Through the planning process and discussions about economic stability and youth disconnection, participants highlighted “several themes: homelessness, depression and mental health, substance abuse, incarceration, barriers to employment, affordable housing, and food insecurity”. (KCLMB, 2016)

Through the new Community Plan process undertaken during FY2019, KCLMB, the Guiding Coalition, and other key stakeholders were able to review and discuss the data around youth unemployment. During the initial ‘data audit’, the indicators for youth unemployment ranked as a “Concerning” area where continued data trends would have a significant impact on youth having opportunities for employment or career readiness. As KCLMB moved into the qualitative phase of the planning process, youth unemployment rose higher as a key concern and KCLMB voted to maintain Youth Have Opportunities for Employment or Career Readiness as one of our three prioritized result areas for the FY2010-FY2022 Community Plan. (KCLMB, 2019)

Partners expressly cited the need for “more programs for more adults, especially 25-35 year olds tied up in the opioid epidemic, better job training (ie: BEST program) and alternative pathways for young adults, and two generation mentoring, especially for fathers. (Planning, Turn the Curve Discussions 1/31, 2/6 & 3/14, 2019)

KCLMB maintains its focus on Youth Have Opportunities for Employment or Career Readiness to sustain its commitment to provide pathways out of poverty, to better prepare youth to take advantage of education and employment opportunities; to foster specialized skills that pay a living wage and provide targeted interventions and resources to address the specific barriers that youth face when seeking employment or career readiness.

4. FY2022 Programs:

KCLMB is not requesting funds for this result area in FY22. In FY21 participants in the Collective Impact process joined together to back a new non-profit called Minary’s Dream Alliance to serve youth through community engagement, skill building, trauma informed practices, and substance use prevention. Minary’s Dream Alliance is the second Black-owned, youth-centered nonprofit to ever operate in Kent County and it was founded by KCLMB’s now former Local Care Team coordinator and our part time truancy coordinator. Over the summer of 2020 they raised over \$800,000 to purchase the former Chestertown American Legion property and have secured a multi-year OJJDP

grant to begin services. They have entered into Memorandums of Agreement with Washington College, an Equestrian Therapeutic Organization, an Environmental Justice Organization, Family Support professionals, and many others. The Founders will join KCLMB's Guiding Coalition and Basic Needs Workgroup in May 2021 to formally continue the collaborative efforts to ensure that Youth Have Opportunities for Employment and Career Readiness.

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and Child Well-Being. *American Pediatrics*, 23-29.

Project Budget

Control Number:

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$330,493.00	\$151,647.00	\$0.00	\$482,140.00
Operating Expenses	\$3,096.00	\$8,094.00	\$0.00	\$11,190.00
Travel	\$50,900.00	\$1,628.00	\$0.00	\$52,528.00
Contractual Services	\$2,939.00	\$22,933.00	\$0.00	\$25,872.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$14,128.00	\$7,326.00	\$0.00	\$21,454.00
Grand Total	\$401,556.00	\$191,628.00	\$0.00	\$593,184.00

Category A - Personnel

Control Number:

	Description of Position	Priority	Salary Type	Funding Type	Total
1	ALL CPA Personnel	1	Salary	Grant Funds	\$330,493.00
2	All Non CPA Personnel	2	Salary	Cash Match	\$151,647.00
					\$482,140.00

- 1. all CPA personnel costs
- 2. All Non CPA Personnel

Category B - Operating Expenses

Control Number:

	Operating Expenses	Priority	Funding Type	Quantity	Cost / Unit	Total
1	All CPA Operating Expenses	3	Grant Funds	0	\$0.00	\$3,096.00
2	All Non CPA Operating Expenses	4	Cash Match	0	\$0.00	\$8,094.00
						\$11,190.00

- 1. All CPA Operating Expenses
- 2. All Non CPA Operating Expenses

Category C - Travel

Control Number:

	Travel	Priority	Funding Type	Quantity	Cost / Unit	Total
1	All CPA Travel	5	Grant Funds	0	\$0.00	\$50,900.00
2	All Non CPA Travel	6	Cash Match	0	\$0.00	\$1,628.00
						\$52,528.00

- 1. All CPA Travel
- 2. All Non CPA Travel

Category D - Contractual Services

Control Number:

	Contractual Services	Priority	Funding Type	Quantity	Cost / Unit	Total
1	All CPA Contractual Services	7	Grant Funds	0	\$0.00	\$2,939.00
2	All Non CPA Contractual Services	8	Cash Match	0	\$0.00	\$22,933.00
						\$25,872.00

- 1. All CPA Contractual Services
- 2. All Non CPA Contractual Services

Category F - Other

Control Number:

	Other	Priority	Funding Type	Quantity	Cost / Unit	Total
1	All CPA Other	9	Grant Funds	0	\$0.00	\$14,128.00
2	All Non CPA Other	10	Cash Match	0	\$0.00	\$7,326.00
						\$21,454.00

- 1. All CPA Other
- 2. All Non CPA Other

V. Civil Rights Requirements

Control Number:

1. Civil rights contact person: Hale, Martin T - Human Resources Director
2. Organization: Kent County Board of County Commissioners
3. Address: R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312
4. Telephone Number: (410) 778-4600
5. Number of persons employed by the organization unit responsible for implementation of this grant: 15

Project Service Sites

Certified Assurances**THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:**

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

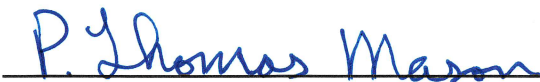
8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.



Signature of Authorized Official

April 6, 2021

Date

Mason, P. Thomas - President

Name and Title

Certification Regarding Lobbying

Control Number:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Kent County Board of County Commissioners
Address: R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620 1312

Project Title: Kent County Community Partnership Agreement FY22
Federal ID Number: 52-6000974

Authorized Representative: Mason, P. Thomas - President

Signature:



Signature of Authorized Official

April 6, 2021

Date

FY22 NOFA Application Program: Healthy Families Home Visiting

Local Management Board: Kent County Local Management Board
Prioritized Result for this Program: Families are Safe and Economically Stable
Prioritized Indicator(s) for this Program/Strategy: Child Poverty: % of Children Under 18 Living in Poverty Hunger: % of Children eligible for Free and Reduced Meals
Program Name: Healthy Families Mid-Shore Home Visiting
Children's Cabinet Priority: Childhood Hunger
Vendor Name: Queen Anne's County Health Department
Brief Summary: Healthy Families contributes to the result area "Families are Safe and Economically Stable" by supporting the development of healthy children and stable, economically self-sufficient parents through a two-generation home visiting program. The evidence based, nationally accredited program is designed to build protective factors for children, strengthen family foundations, foster the growth of problem-solving skills, and cultivate parental resilience.
Target Population: KCLMB is proud to be a key partner in bringing a nationally accredited, evidenced based home visiting program to expectant mothers and parents of children under five years of age in Kent County. KCLMB views Healthy Families Mid-Shore as a key strategy for achieving the Result Area "Families are Safe and Economically Stable" by ensuring greater stability and food security at the very beginning of a child's life. Providing an effective home visiting model for parents of infants and young children is the foundational strategy to make upward economic mobility possible for children who are experiencing poverty, as well as assisting new parents on a path of greater self-sufficiency and stability. This was initially prioritized in KCLMB's 2016 Community Plan through the use of a two generation approach "that promotes early education and supports for children along with tools to improve parents economic situation to improve outcomes for both parent and child." (KCLMB, 2016) Healthy Families reduces hunger among participating families by building a more stable environment with families. Home Visitors also ensure that families are accessing entitlement benefits like SNAP and WIC, and can use connections to other community resources as needed. Nutrition and appropriate eating habits are part of the home visiting curriculum as well. Healthy Families Mid Shore - Home Visiting is designed for parents facing challenges such as single parenthood; low income; childhood history of abuse and other adverse child experiences; and current or previous issues related to substance abuse, mental health issues, and/or domestic violence. The Healthy Families America model requires that families enroll prenatally or within three months of the child's birth. After families are enrolled, the program offers services to them until the child's fifth birthday. All families must reside in Kent County. Families eligible for SNAP, WIC, and/or MCHP are referred to the program. Families are screened for eligibility for Healthy Families Mid Shore – Home Visiting at the Kent County Health Department or in their homes. After an initial screening for basic information and health department records, the Healthy Families America model requires that all families complete the parent survey (formerly the Kempe Family Stress Checklist), a comprehensive assessment to determine the presence of various factors associated with increased risk for child maltreatment or other adverse childhood experiences. Healthy Families has maintained a full case load since the program began in Kent County in 2014. Program staff actively participate in local and regional partnerships to sustain effective collaboration and continued referrals. Partners include local OB-GYN providers, pediatric providers, Department of Social Services, Health Department, the Local Care Team, Family Support Center, Chesapeake College, Chesapeake Child Care Resource Center, and the Judy Center.

Healthy Families targets serving 40 families each fiscal year. The number of families served is constrained by the number of Family Support Workers and the 'weight' of each family on the caseload. Kent County has 1.5 Family Support Workers, but in FY2020 the program spent 6 months with just one Family Support Worker due to turnover. Healthy Families America provides a weighted caseload tool to calculate the total points served at a site that is based on the frequency of visits conducted with each family. For example, a family with a newborn is visited each week, while a more stable family with a three year old may only need monthly visits.

Program Description:

Healthy Families Mid Shore – Home Visiting contributes to the result area "Families are Safe and Economically Stable" by supporting the development of healthy children and stable, economically self-sufficient parents through a two-generation home visiting program. The evidence based, nationally accredited program builds protective factors for children, strengthens family foundations, fosters the growth of problem-solving skills, and cultivates parental resilience.

Healthy Families Mid Shore operates out of the Queen Anne's County Health Department and serves four mid shore counties: Caroline, Queen Anne's, Talbot, and Kent. KCLMB, the Kent County Health Department, the Kent County Commissioner's, the Kent County Judy Center, and the Department of Social Services partnered to expand the program to include Kent County in 2014.

Healthy Families America accredits Healthy Families Mid-Shore every four years to ensure fidelity to the model. The most recent accreditation was completed on March 4th, 2019. Activities and components of Healthy Families are (1) screenings and assessments to determine families at risk for child maltreatment or other adverse childhood experiences; (2) home visiting services; and (3) routine screening and assessment of parent-child interactions, child development, and maternal depression. Healthy Families America encourages local sites to implement additional services that further address the specific needs of their communities and target populations, as Healthy Families Mid Shore does with substance exposed newborns in partnership with the Department of Social Services.

Healthy Families Mid-Shore's home visiting services begin on a weekly basis, typically for the first year, to provide child development information, parent-child activities to promote bonding and attachment, and information and referrals to needed community resources. The intensity of visits decreases over time as new parents expand their support system, achieve goals identified on their individual support plans and exhibit positive relationships with their child. Home visits use the curriculum "Growing Great Kids" that provides strength-based, solution focused guides for building conversations with parents through skill-driven activities. The curriculum has a primary emphasis on engaging parents, who themselves may have had adverse childhood experiences. If a parent's own bonding and secure attachments were compromised, it is even more important to reinforce those bonds with their child. The trained home visitors work with parents to foster the growth of secure attachments, develop parental empathy, provide a better understanding and support of early childhood development, promote parent resiliency, grow skills to better manage stress, and strengthen family foundations.

Healthy Families Mid-Shore annually participates in the University of Maryland - Baltimore County's Home Visiting Training Program. In FY2020 Family Support Specialists and supervisors participated in a 12-week training on Goal Planning Strategies (GPS). GPS uses motivational communication to enhance goal planning strategies in home visiting. Healthy Families Mid-Shore uses the evidence-based practice of motivational interviewing to increase family engagement with home visiting services and to help them make progress towards their goals.

Family support workers assesses for neglect and abuse and any safety concerns. The program tracks birth weight, immunizations, referrals to community resources, and the number of families referred to Child Protective Services while enrolled in the program. The program regularly screens children for developmental

delays by using the "Ages and Stages Questionnaire" as well as the Life Skills Progression tool to measure for stability and progress toward goals.

Race Equity:

Child poverty and food insecurity in Kent County, and across the nation, disproportionately impacts families of color. In Kent County, an African American child is 1.8 times more likely to experience poverty than a White child. (KCLMB, 2019) There is a substantial wealth disparity in general, and among low income White and African American households, White median household income surpasses African American median household income by \$12,000. (Opportunity Atlas, 2016) Socio economic factors do not explain for racial disparities (wealthy African American families still experience more negative outcomes in health, education, employment, and incarceration than poor White families), but the probability of experiencing poverty and food insecurity is nearly two times higher than white residents.

In Kent County, African American mothers face racial disparities in prenatal care and birth outcomes. African American women delay prenatal care at a rate two to three points above the county average and their babies are born with low birth weights at an average rate double the county average. (MD Dept. of Health, 2016)

Healthy Families Mid-Shore has enthusiastically joined local conversations and trainings about racial disparities in the Mid-Shore region. In FY2020 the Mid-Shore Local Management Board's, through the support of the Governor's Office for Children, held a series of trainings on Cultural Humility and Structural Racism. The sessions included organizational assessments to reduce inequities and disparities, guidance on integrating CLAS Standards into practice and service providing, and steps to increase self-awareness of racial, ethnic, and class biases. The National CLAS Standards are a set of 15 action steps intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health care organizations to implement culturally and linguistically appropriate services. Healthy Families Mid-Shore participated in these sessions and follow up sessions to incorporate strategies in their programming.

Adverse Childhood Experiences (ACEs) and Trauma-Informed Practices

Healthy Families Mid Shore - Home Visiting is designed for parents facing challenges such as single parenthood; low income; childhood history of abuse and other adverse child experiences; and current or previous issues related to substance abuse, mental health issues, and/or domestic violence.

Families are screened for eligibility for Healthy Families Mid Shore – Home Visiting at the Kent County Health Department or in their homes. After an initial screening for basic information and health department records, the Healthy Families America model requires that all families complete the parent survey (formerly the Kempe Family Stress Checklist), a comprehensive assessment to determine the presence of various factors associated with increased risk for child maltreatment or other adverse childhood experiences.

The model is "theoretically rooted in the belief that early, nurturing relationships are the foundation for life-long, healthy development. Building upon attachment and bio-ecological systems theories and the tenets of trauma-informed care, interactions between direct service providers and families are relationship-based; designed to promote positive parent-child relationships and healthy attachment; strengths-based; family-centered; culturally sensitive; and reflective." (U.S. DHHS Admin. for Children and Families, 2018)

Research-Based Practices -

- Healthy Families America
- Growing Great Kids
- Goal Planning Strategies (GPS)

Evidence of Effectiveness (Not required for a planning request):

Healthy Families Mid-Shore has over three years of data in Scorecard.

If the program/strategy proposed is a change from what was funded in FY21, please provide a justification or rationale for the proposed change

n/a

Proposed Performance Measures

Performance Measure	For Percentages, Indicate the Numerator and Denominator (NUM/DEM)
What/How Much We Do:	
# of families served by Home Visitors (meet minimum # of visits required for program effectiveness)	
# of home visits from the Healthy Families Home Visitor	
How Well We Do It:	
% of families who report that they are satisfied or very satisfied with the program based on pre and post test evaluations	NUM: # of families who report that they are satisfied or very satisfied DEN: # of families that completed the pre and post test during the Fiscal Year
% of participants that maintain or reach the target range for "Use of Community Resources" using the Life Skills Progression Tool	NUM: # of participants that reach the target range for "Use of Community Resources" DEN: # of participants who have been evaluated by the Life Skills Progression Tool during the Fiscal Year
Is Anyone Better Off?	
# and % of participants without indicated child abuse/neglect findings while enrolled in the program	NUM: # of participants without indicated child abuse/neglect findings DEN: # of participants enrolled in the program (post-partum)
# and % of family participants working towards self-sufficiency as measured by the Life Skills Progression Tool.	NUM: # of family participants working towards self-sufficiency DEN: # of family participants evaluated using the Life Skills Progression Tool during the Fiscal Year
#/% of participants who report increase in self-sufficiency	NUM: # of household reporting increase self sufficiency DEN: # of households evaluated
#/% of participants who report a reduction in food insecurity	NUM: # of households reporting a reduction in food insecurity DEN: # of households evaluated
#/% of participants who report an increase in food/meal availability	NUM: # of households who report an increase in food/meal availability DEN: # of households evaluated

FY22 NOFA Application Program: Trojan Influence After School

Local Management Board: Kent County Local Management Board
Prioritized Result for this Program/Strategy: Children are Successful in School
Prioritized Indicator(s) for this Program/Strategy: PARCC Math: the average percent of public-school students in grades 3 through 8 performing at or above performance level 4 on the Partnership for Assessment of Readiness for College and Career (PARCC) Chronic Absenteeism: The chronic absenteeism is the number of students who are expected to attend school for at least 10 days and who were absent 10% or more of the school days while enrolled at that school.
Program Name: Trojan Influence After School Program
Children's Cabinet Priority: Childhood Hunger
Vendor Name: Kent County Public Schools
Brief Summary: A middle school after school program that uses the Positive Action evidence based model and math reinforcement to improve attendance and decrease racial disparities for academic performance.
Target Population: The proposed Trojan Influence After School Program will serve predominantly low-income students attending Kent County Middle School – the county's only middle school. KCLMB prioritized FARM eligible middle school students through its examination of the concentration of poverty among Kent County's residents and the negative impacts this creates for children struggling to be successful in school and beyond. KCLMB identified the need to expand afterschool offerings to increase academic gains and improve opportunities for low-income families. Only 20% of the students participating in the FY20 afterschool options were eligible for FARM, and only one other offering, a Hackerspace club, reinforced traditional academic learning – the other offerings have been basketball, cheerleading, archery, drama, fellowship, dance, jump rope, band, and chorus and served approximately 70 students. In a FY20 survey done by the Middle School, students identified afterschool opportunities as a primary interest, and many expressed the desire to participate but cited a lack of transportation as a barrier. Trojan Influence now provides afterschool transportation four days a week. Current enrollment in the program serves 48% FARM students, a 28-point increase. COVID-19 and contracting delays prevented Trojan Influence After School program to start on schedule. In the Fall of 2020 KCMS focused on training staff in the Positive Action and Imagine Math curriculums while the FY21 Community Partnership Agreement was still being executed. There were only 8 weeks of hybrid learning the first semester. KCMS focused on recruiting during that period and officially launched the program on February 22nd. By March 1st they began offering a virtual option of the after-school program for the students who had opted out of hybrid. Kent County Middle School advertised the program to all students and families with the condition that the selection is competitive. They started with the first hybrid group that attends school on Monday's and Tuesdays and expanded to the second hybrid group 4 weeks later. The priority was given first to the students meeting the following criteria: 1)

frequently absent from school, and/or 2) referred often to the office for discipline issues, and/or 3) demonstrate skill deficits in mathematics, and/or 4) have experienced trauma (as identified by guidance counselors and school based behavioral health providers who will make referrals and help review applications). Selection is not exclusive to the priority population because research shows that Middle School students especially benefit from being in cohorts that are diverse in terms of race, socio-economic status, and performance. (Afterschool Alliance, 2015)

The first cohort enrolled totals 46 students, with the expectation of more as the second hybrid group is incorporated, all between grades six through eight. They will be divided into two groups, one meeting Monday and Wednesdays and another Tuesdays and Thursdays from 2:30 until 4:30 p.m. (4 hours a week for each participating student). Creating two cohorts of students meeting every other day allows participating students to also engage with athletics and other after school clubs in addition to Trojan Influence.

Of the 46 students currently enrolled in the program, we have disaggregated the demographic data in relation to the overall student body. The program serves 22% African American students, and the school's overall enrollment is 27% African American. The program serves 48% FARM eligible students, and the school's overall FARM eligibility is 58%. The program serves 7% Hispanic students, and the school's overall enrollment is 9%. The guidance counselors identified 8 students with intensive social and emotional needs related to ACEs and 6 of those students enrolled in the program. We expect the incorporation of the second cohort of students to mirror the demographic make-up of the overall school even more closely.

Detailed Program Description:

Trojan Influence After School program is offered at Kent County Middle School in Chestertown. As the only Middle School in the County, it is offered to all sixth through eighth grade students from the entire district. It most benefits low-income students from the more remote areas of the county who haven't been able to participate in afterschool offerings in the past due to transportation barriers.

Trojan Influence will use two evidence-based curriculums to address the programs goals of increasing math proficiency and engaging students through personal development to ensure that they positively connect with school and improve attendance. Additionally, the program includes time and resources for community service projects. Each day, following snack and community time, students break into three groups and spend approximately one-third of each session in each of the three components (Imagine Math, Positive Action, and Community Service). Activities are managed by the Trojan Influence Coordinator and supervised by 3 certified teachers.

The first component addresses deficits in math skills as reflected on state testing in Grades 3-8 that often limit student choice in high school and produce poorer outcomes in higher education and/or employment. Math attainment is addressed using a research based digital program called "Imagine Math". Imagine Math provides online individualized adaptive

instruction and breaks down skills into component parts to help students develop math skills. Imagine Math is reasonably priced, directly aligned to standards, and readily manageable by teachers whose backgrounds are not in mathematics. Trojan Influence participants have the Kent County Public Schools 1:1 technology device initiative and use their own device for this portion of the program.

The second component builds student's strengths and positive engagement with school through an evidence-based curriculum called Positive Action. It includes school wide climate change and a detailed curriculum with lessons 2 times a week for 15-20 minutes. Lessons are for each grade level, are scripted and age appropriate. Students' materials include activity booklets, journals, and other lesson aids. The content of the program is included in six units that form the foundation for the whole program. The first unit teaches the philosophy of the program and the Thoughts-Actions-Feelings about Self cycle and introduces the nature and relevancy of positive and negative actions/behaviors. Units 2-6 teach the positive actions for the physical, intellectual, social, and emotional areas. There are two school-wide climate development kits and a Counselor's kit. The contents delivered through the climate development and counselor kits reinforce the classroom curriculum by coordinating the efforts of the entire school in the practice and reinforcement of positive actions.

The third component provides a positive outlet for students' creative and social energy. Staff offered some options for initial community service projects and as the program progresses they will encourage them to develop their own projects and partnerships of interest. Due to COVID, the initial project has kept students on campus doing beautification and a fence decorating project. As appropriate, projects will open to community spaces, mentoring younger students, and revitalizing the campus garden. On-going partnerships with the Kent Cultural Alliance, Chesapeake College, and the Rising Sons Mentoring program are committed to partnering with students to explore options. Especially exciting is the Chesapeake Heartland Initiative where Washington College has partnered with the National Museum of African American History and Culture to digitize and curate African American history in Kent County. KCLMB and Kent County Middle School have partnered with this program over the past two years to ensure that Kent County youth are active participants – Trojan Influence students will be given priority to play active roles in FY22 activities.

Race Equity:

The strategy to address the PAARC 3-8 achievement gap emerged from an equity focused data review. As discussed in the Children are Successful in School result section, this strategy aims to decrease the achievement gap for African American students struggling in math. Kent County Middle School reviews overall performance data and data disaggregated by race for base line, mid-year, and end of year reports.

KC Public Schools staff have begun bringing in presenters on racial equity in FY20 and FY21. The Trojan Influence staff specifically attended the ASCD's Equity in Action trainings that provide guidance for making changes to the culture and decision-making process that result in more equitable school environments, as well as evidence based strategies for dismantling biases, closing opportunity gaps, and creating conditions where all students can thrive.

Adverse Childhood Experiences (ACEs) and Trauma-Informed Practices

Kent County Public Schools have a certified ACE's trainer who is training staff on a rotating basis. The guidance, social work, and Trojan Influence staff at the Middle School have been trained on ACES and Positive Action's model, and will continue to build understanding of trauma informed practices through professional development opportunities and the Positive Action technical assistance services.

Positive Action's trauma informed approach ensures that students who have experienced Adverse Childhood Experiences are respected, informed, connected, and hopeful throughout the entire program. This is built into the curriculum taught to students, the trainings for staff, and the school climate activities. This builds a student-centered response that is consistent and integrated throughout the school environment. The social emotional curriculum that emphasizes positive cycles of thought and action fosters hope and encourages students that they may not have the ability to control everything that happens to them, but that they can control how they react. Substance abuse, eating disorders, depression and anxiety, which are interrelated symptoms of trauma, have proven to be reduced through the Positive Action program. SAMHSA's 6 key principles of a trauma informed approach 1. Safety 2. Trustworthiness and Transparency 3. Peer Support 4. Collaboration Mutuality 5. Empowerment, voice and choice and 6. Cultural, historical, and Gender issues are woven into Positive Action's curriculum and staff support materials.

Research-Based Practices -

Positive Action is rated an effective program by the National Institute of Justice's Crime Solutions.gov clearing house and is a certified model program under the Annie E. Casey Foundation's Blueprints for Healthy Youth Development and Crime Prevention.

Imagine Math has demonstrated effectiveness using ESSA evidence standards. A 2019 study showed that Imagine Math produced statistically significant improvements for 5th and 6th graders. (SEGMeasurement, 2019)

Evidence of Effectiveness (Not required for a planning request):

Research demonstrates that afterschool programs in rural communities are an integral component in the system of support that families need, from feeding to academic support, physical activity, and supervised care.

An analysis of the academic impact of participation in structured afterschool activities using data from the Study of Early Child Care and Youth Development found that consistent participation in afterschool programs led to greater gains in math achievement and academic achievement, as well as improved behaviors and school day attendance. The higher the levels of participation in afterschool among low-income students, the smaller the gap in math achievement between them and their high-income peers. (Pierce, 2013) Long term studies of middle school afterschool interventions proved to improve attendance through 9th, 10th, and 11th grades.

If the program/strategy proposed is a change from what was funded in FY21, please provide a justification or rationale for the proposed change (leave blank or mark “n/a” if no change):

n/a

Proposed Performance Measures (not required for a planning request):

Performance Measure	For Percentages, Indicate the Numerator and Denominator (NUM/DEN)
What/How Much We Do:	
# of students enrolled in Trojan Influence	
# of students of color enrolled in Trojan Influence	
How Well We Do It:	
% of students who attend 94% of programming during the reporting period	NUM:# of students who have attended 94% DEN: # of students enrolled
% of associated staff trained in trauma informed approaches	NUM:# of staff trained within the past 12 mo. DEN:# of associated staff
Is Anyone Better Off?	
% increase math proficiency on MAP and MCAP by 20% from previous assessment	NUM:# increase in math proficiency on MAP and MCAP by 20% from 2019 (MCAP) and January 2020 (MAP) baselines DEN:# who have taken assessment
% decrease chronic absenteeism (>10%) each quarter by 20% from January 18-19 baseline (28% of students chronically absent)	NUM: # decrease each quarter by 20% DEN:# students attending KCMS
#/% of participants who report increase in self-sufficiency (parent survey)	NUM: # of household reporting increase self sufficiency DEN:# of households responding to survey
#/% of participants who report a reduction in food insecurity (parent survey)	NUM:# of households reporting a reduction in food insecurity DEN:## of households responding to survey
#/% of participants who report an increase in food/meal availability (parent survey)	NUM:# of households who report an increase in food/meal availability DEN:# # of households responding to survey



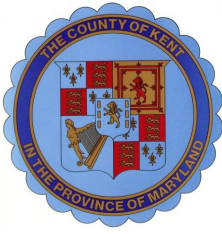
**Planning, Housing, & Zoning
4/6/2021
County Commissioners Meeting**

Item Summary:

GIS Specialist Vacancy

ATTACHMENTS:

Description



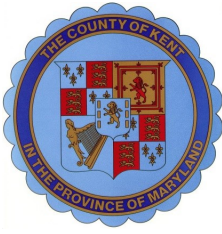
Public Works- Environmental Operations
4/6/2021
County Commissioners Meeting

Item Summary:

Part-Time Recycling Attendant Vacancy

ATTACHMENTS:

Description



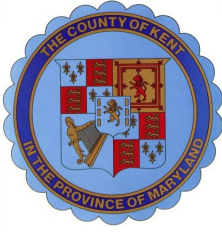
Local Management Board
4/6/2021
County Commissioners Meeting

Item Summary:

Systems of Care Coordinator Vacancy

ATTACHMENTS:

Description



Maryland Community Development Block Grant Coronavirus Grant 4/6/2021 County Commissioners Meeting

Item Summary:

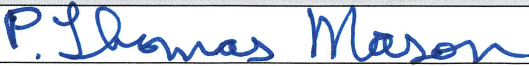
Quarterly Progress Report, 3rd Quarter

ATTACHMENTS:

Description

04.06.21 Maryland CDBG COVID Round I Quarterly Progress Report, 3rd Quarter October 1 - December 31, 2020, Grant Number CV-1-7

MARYLAND CDBG COVID ROUND I QUARTERLY PROGRESS REPORT

Reporting Period			
1st Quarter July 1 – September 31, 2020_ Due October 10 th	2nd Quarter October 1 – December 31, 2020 Due January 10 th	3rd Quarter January 1 – March 31, 2021 Due March 31	4th Quarter April 1 – June 30, 2021 Due July 10 th
Section I: Grant Information			
Grantee: Kent County		Grant Number: CV-1-7	
Section II: Grant Progress			
Maryland Rural Development Corporation (MRDC): No applicant has chosen to complete the CDBG application because it is too big a lift for too little funding. Clients are waiting for the Emergency Rental Assistance Program (ERAP) funding which they feel will be coming soon, will have more relaxed requirements, and will pay for what they actually need, e.g., more than 3 months, arrears, etc. Upper Shore Aging (USA): Has served meals to 36 elderly members of the community via the Meals on Wheels service. They will continue to serve 36 for the remainder of the year.			
Grant Award Amount: \$134,246.39		Grant Funds Drawn to Date: \$16,102.50	
Section III: Person Completing Report			
Name: Neoma Rohman		Title: Covid 1 Grant Manager	
Phone: 302.223.4044		Email: Staff@EleventhHouseSolutions.com	
Section IV: Certification by Chief Elected Official – I certify to the best of my knowledge that the information contained in this report is true and correct.			
Signature: 		Title: President, County Commissioner of Kent County	Date: 3-31-21



Procedures for Public Comment 4/6/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.



Contingency and Use of Fund Balance Report 4/6/2021 County Commissioners Meeting

ATTACHMENTS:

Description

3-23-2021 Commissioner Report Contingency

**FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
March 23, 2021**

CONTINGENCY			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
9/29/20	Capital Projects	\$ 17,750	Quaker Neck Public Landing Pier and Mooring
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill
11/17/20	Detention Center	4,000	Control Panel System
12/8/20	Capital Projects	65,900	Tuner's Creek Bulkhead & Boat Ramp Replacement
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon
3/2/21	Information Technology	29,294	Replace Uninterrupted Power Supply (UPS)
TOTAL		<u>\$ 263,544</u>	
BEGINNING CONTINGENCY BUDGET		\$ 800,000	
ENDING CONTINGENCY BALANCE		<u>\$ 536,456</u>	
USE OF FUND BALANCE			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
09/08/2020	Alcoholic Beverage Inspector	\$ 11,732	Full-time equivalent hours increased from .50 to .70
09/29/2020	The Health Department	\$ 59,611	COLA Increase from prior years
12/08/2020	Commissioner's Office	\$ 1,380	Maintenance on Hearing Room audio/visual equip
TOTAL		<u>\$ 72,723</u>	
USE OF FUND BALANCE			
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.			