



## Resource Sharing Agreements Program Policy

Last Update: 23 July 2020

# *SUMMARY of CHANGES*

Resource Sharing Agreements Program Policy

Last Update: 22 October 2019

This is a policy revision, dated 23 July 2020

- Changes to section 2.2 shall clarify that the prior statutory right shall only apply when the proposed installation is for the purposes authorized by their applicable franchise and statutory right. The revised section shall read as follows:  
“Private companies which have a prior legal right of access to the State right-of-way pursuant to statute or ordinance (e.g., Annotated Code of Maryland, Public Utilities Article (“PU”) § 5-410 & 8-103 (telephone or telegraph service), cable television franchises pursuant to Local Government Article (“LG”), § 1-708 (c), etc.), shall not be subject to the provisions of the Resource Sharing Law when their proposed installation is for the purpose of their applicable statutory right. See RSA-PGM-2019-01 in Appendix 12 for additional guidance.”
- Changes to section 4.5.1 shall include the statement that no moratoriums are permitted. The revised section shall read as follows:  
“Resource sharing opportunities should be maximized to their fullest extent except when State necessity precludes it. No moratoriums shall be permitted.”
- Changes to section 4.9.8 shall include the requirement for all RSA revenues received to be deposited within the MITDP Fund within thirty days of receipt. The revised section shall read as follows:  
“RSAs shall be monitored to ensure all monetary compensation from RSAs is received and documented in accordance with the RSA. Collections of unpaid compensation shall be immediately pursued and documented. Agencies will ensure all monetary compensation is deposited into the Major Information Technology Development Fund, or if received into a different fund, transferred to the Major Information Technology Development Fund within thirty days of receipt. In accordance with State Law the following Agencies are excluded from depositing money received into the MITDP Fund:”
- Changes to section 5.21 shall include the requirement for all RSA revenues received to be deposited within the MITDP Fund within thirty days of receipt. The revised section shall read as follows:  
“Subject to certain exceptions previously mentioned, compensation received from: (i) the sale, lease or exchange of communication sites, communication facilities, or communication frequencies for information technology purposes; or (ii) an information technology agreement involving resource sharing are to be deposited directly into the

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Major Information Technology Development Project Fund (“MITDP Fund”), or if received into a different fund, transferred to the MITDP Fund within thirty days of receipt. Unless exempted, RSAs should provide for payments to be made payable to **State of Maryland MITDP Fund** and mailed to:”

- Changes to section 5.23 shall include the requirement for all active RSA that do not currently direct payment of revenues to the MITDP Fund to be immediately amended to reflect the MITDP Fund as the payee. The revised section shall read as follows:  
“DoIT will monitor RSA payments made directly to the MITDP Fund throughout the year. Each agency is responsible for monitoring its own active RSAs. Any RSA where payments are not directed to the MITDP Fund shall be immediately amended to reflect the change in payee to the **State of Maryland MITDP Fund** (see section 5.21.1 for address). Not less than 270 days prior to any RSA expiration or renewal an Agency should begin the process of renewal in accordance with RSA terms and conditions (see process map Appendix 11).”
- Add section 7.4 which clarifies that all compensation received both pre and post RSA execution is considered resource sharing compensation and must be deposited within the applicable statutory account within thirty days of receipt. The added section shall read as follows:  
“All monetary compensation received in the pre and post RSA execution is considered resource sharing compensation and is required to be deposited within the applicable statutory account within thirty days of receipt.”

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### 1.0 Purpose

1.1 The purpose of this Policy is twofold.

1.1.1 To establish a comprehensive programmatic framework to which all State information technology Resource Sharing Agreements subject to DoIT oversight will adhere.

1.1.2 Establish business processes on the proper execution and monitoring of Resource Sharing Agreements and the establishment of requisite internal management controls.

### 2.0 Applicability and Scope

2.1 This Policy applies to all Agencies or units of the Executive Branch and commissions of Maryland State Government (“Agencies”) as delineated in State Finance & Procurement Article (“SF&P”) § 3A-307, in connection with information technology proposals involving resource sharing (“Resource Sharing Agreements” or “RSA(s)”) with private industry for the use of a State resource.

2.1.1 Exemptions to this Policy apply to the following:

2.1.1.1 The Maryland Port Administration

2.1.1.2 The University System of Maryland

2.1.1.3 St. Mary’s College of Maryland

2.1.1.4 Morgan State University

2.1.1.5 Maryland Stadium Authority

2.2 Private companies which have a prior legal right of access to the State right-of-way pursuant to statute or ordinance (e.g., Annotated Code of Maryland, Public Utilities Article (“PU”) § 5-410 & 8-103 (telephone or telegraph service), cable television franchises pursuant to Local Government Article (“LG”), § 1-708 (c), etc.), shall not be subject to the provisions of the Resource Sharing Law when their proposed installation is for the purpose of their applicable statutory right. See RSA-PGM-2019-01 in Appendix 12 for additional guidance.”

2.3 This Policy scope is inclusive of all information technology Resource Sharing Agreements and primarily addresses the five most common types.

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2.3.1 Tower Co-locations – authorizes the use of space to install telecommunications equipment on a State-owned tower or a private tower on State-owned land.

2.3.2 Fiber Optic Cabling – authorizes the use of space within a State right-of-way or across a State property for the purpose of installing telecommunications fiber optics cabling or conduit as well as leasing State owned dark fiber.

2.3.3 Roof Top or Building – authorizes the use of space to install telecommunications equipment on a State-owned building’s rooftop or other portion thereof.

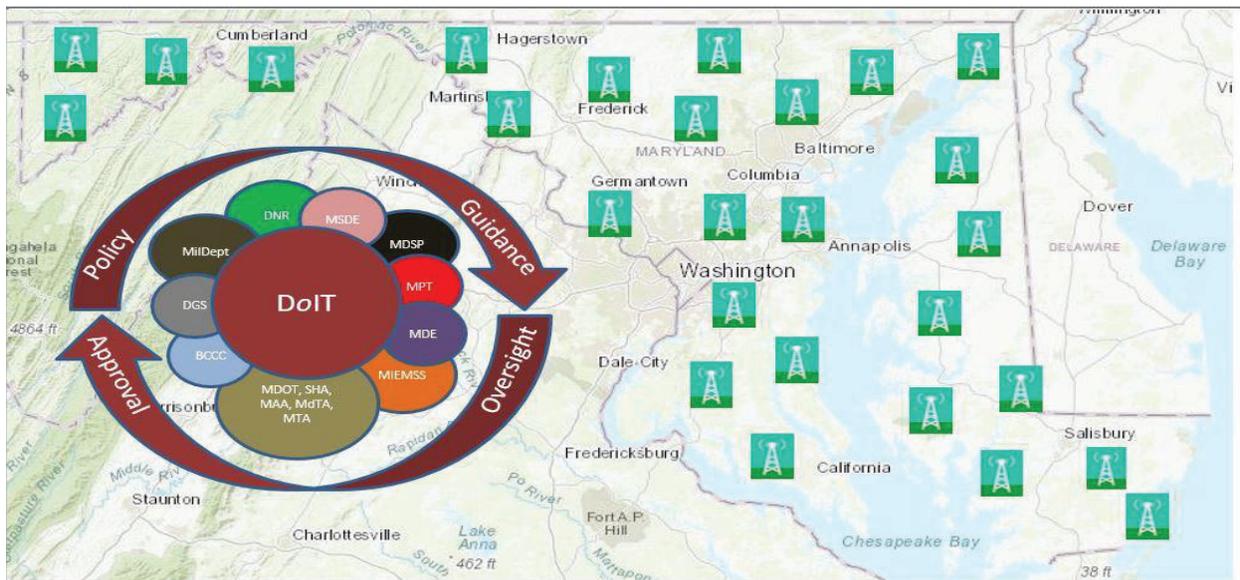
2.3.4 Small Cell - authorizes the use of space to install telecommunications equipment on State-owned or company erected light pole, telephone pole, utility pole, street sign or other vertical support structure on State lands.

2.3.5 Land - authorizes the use of State land to install or erect a telecommunications towers or equipment buildings.

### 3.0 Authority

3.1 The Secretary of the Department of Information Technology (“DoIT”), in the performance of his duty and responsibilities under SF&P § 3A-303 (1), establishes this Policy.

3.2 The Secretary is granted, through statute at SF&P § 3A-307 (c) 1-3, the authority and responsibility to review, determine the value of, and approve information technology resource sharing agreements within the State.



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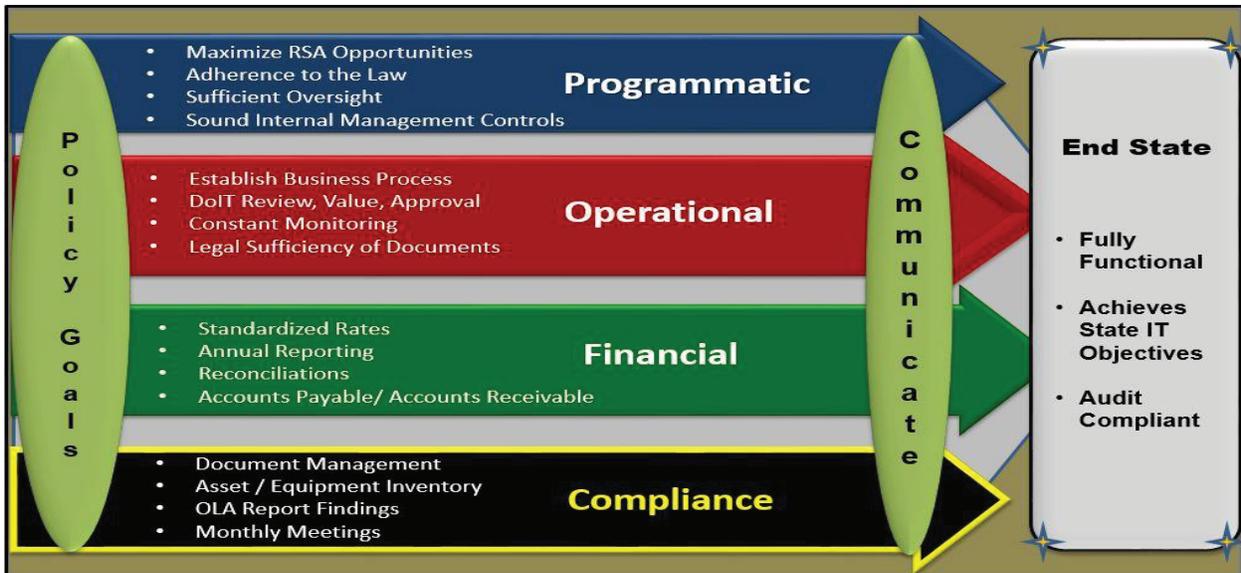
### 4.0 Policy

- 4.1 All Agencies must comply with the provisions of the State Resource Sharing Law and the policies set forth herein. Adherence to the law and the RSA policy will ensure the operational effectiveness of this State program.
- 4.2 Where the Maryland General Assembly has separately authorized the right to install lines in State rights-of-way, DoIT has determined, as a matter of policy, that using the same fiber optic cable to provide additional telecommunications services does not ordinarily place any significant additional burden on State resources. In such cases, DoIT views the proposed use of the State right-of-way as approved by the General Assembly and has concluded that additional review and valuation by DoIT is not required. Accordingly, where an applicant for a utility permit has a statutory right to install lines in the right-of-way and such lines are capable of providing multiple services, the permitting agency—subject to any pertinent requirements under federal law—is not required to submit such applications for additional review and valuation by DoIT, notwithstanding that additional services may be provided through the same lines. See Appendix 12, RSA-PGM-2019-01 for additional guidance.
- 4.3 DoIT has determined that installations of broadband communications infrastructure falling within the ambit of Annotated Code of Maryland, Transportation Article (“TA”) § 8-654 are exempt from the provision of the of the RSA Law, SF&P § 3A-307(c), provided that DoIT can confirm that the nonprofit telecommunications services provider’s proposed installation is in an area considered rural and underserved as defined within this policy. See Appendix 13, RSA-PGM-2019-02 for additional guidance.
- 4.4 DoIT, working in cooperation and coordination with the Governor’s Office of Rural Broadband, to support the Governor’s rural broadband initiative, may provide an RSA fee waiver to any for-profit RSA applicant who seeks to install last mile broadband services to areas that are both rural and unserved as delineated within this program. To ensure consistency in policy and purpose across State programs affecting the rural broadband initiative, broadband telecommunications providers that receive, or are otherwise qualified to receive, grant funding or loans through the Governor’s Office of Rural Broadband may receive a waiver of fees applied under DoIT’s RSA Standard Pricing Schedule. See Appendix 14, RSA-PGM-2019-03 for additional guidance.
- 4.5 The following policy goals are to be used by each Agency in the development of individual agency guidance on Resource Sharing. Nothing in these goals or the implementing procedures (except when expressly provided therein) should be interpreted as interfering with the express authority and

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discretion of each agency.

- 4.5.1 Resource sharing opportunities should be maximized to their fullest extent except when State necessity precludes it. Moratoriums are inconsistent with the goals of the State’s IT Resource Sharing Law and are not permitted without the approval of the Secretary. No moratoriums shall be permitted.
- 4.5.2 Sufficient oversight, along with the requisite internal management controls, shall be in place to provide reasonable assurance that resources are accounted for and the potential for lost revenue is eliminated. Internal Control objectives are:
  - 4.5.2.1 *Control the Environment* by clearly defining areas of authority and responsibility.
  - 4.5.2.2 *Risk Assessment* should identify internal and external risks which may prevent objectives from being met.
  - 4.5.2.3 *Control the Activities* by fully implementing policies and procedures which ensure objectives are being met.
  - 4.5.2.4 *Information and Communications* to all relevant personnel, inside and outside the organization, in a timely manner.
  - 4.5.2.5 *Monitoring* the effectiveness of internal controls should occur in the normal course of business.



4.6 Agencies will provide all resource sharing proposals to DoIT for review,

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valuation, and approval prior to execution. If valued over \$100,000, and DoIT and the agency agree to proceed, the proposal will be advertised for 30 days on eMaryland Marketplace, submitted to the Legislative Policy Committee, then submitted to the Board of Public Works (BPW) for approval prior to execution.

- 4.7 Existing use of a State resource falling within the resource sharing law that did not obtain the statutory reviews and approvals must be submitted to DoIT. DoIT, in consultation with the appropriate stakeholders, will determine the extent to which retroactive approval must be obtained.
- 4.8 Agencies must maintain a comprehensive list of all RSAs for which they are responsible, to include any RSA sublease or sublicense agreements. A file shall be established and maintained for each RSA. Each RSA file shall contain, at a minimum, all documentation material to the establishment of the RSA. Common RSA documents are listed below and further described within the procedures section of this Policy. See (Appendix 8).
  - 4.8.1 RSA Proposal Application (for RSA executed after October 2019)
  - 4.8.2 Executive Summary
  - 4.8.3 Value of Proposed Consideration to the State
  - 4.8.4 Concept Plans (maps and drawings)
  - 4.8.5 Tower and Shelter Request Form or DoIT Fiber Team documentation with approvals (as applicable)
  - 4.8.6 Assistant Attorney General Signature for Legal Sufficiency
  - 4.8.7 DoIT Review and Valuation
  - 4.8.8 eMaryland Marketplace Advertisement (if applicable)
  - 4.8.9 Legislative Policy Committee Letter of Review (if applicable)
  - 4.8.10 Board of Public Works Agenda Item and Approval (if applicable)
  - 4.8.11 Complete Signed Resource Sharing Agreement
  - 4.8.12 All Sublease or Sublicense Agreements for Towers Owned by Private Companies on State Land (if applicable)
  - 4.8.13 Complete Inventory of all Private Company Equipment

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### 4.8.14 All Required Insurance Documents

4.9 All RSAs must include adequate provisions to protect the State from liability, ensure only approved equipment is installed on State resources and appropriate compensation is deposited into the appropriate accounts. Efforts should be made to modify existing RSAs which lack appropriate protections. Additionally, at a minimum, RSA's should:

- 4.9.1 Include the State's right to audit financial records or review supporting sublease agreements when applicable.
- 4.9.2 Include language protecting the State from liability resulting from the private company's negligence.
- 4.9.3 Adequately address the verification of company installed equipment.
- 4.9.4 Contain adequate provisions to address the intended use of the State resource.
- 4.9.5 Clearly state the start and end dates as well as the terms of any renewal periods
- 4.9.6 Clearly prohibit interference with State operated equipment and also clearly define the process for access to State property.
- 4.9.7 Ensure any RSA on structures owned by private companies within a State Right of Way or State-owned lands provide for the State to receive compensation from any third party use and that the State receive copies of any documents regarding such third party usage.
- 4.9.8 RSAs shall be monitored to ensure all monetary compensation from RSAs is received and documented in accordance with the RSA. Collections of unpaid compensation shall be immediately pursued and documented. Agencies will ensure all monetary compensation is deposited into the Major Information Technology Development Fund, or if received into a different fund, transferred to the Major Information Technology Development Fund within thirty days of receipt. In accordance with State Law the following Agencies are excluded from depositing money received into the MITDP Fund:
  - 4.9.8.1 Maryland Transportation Authority

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### 4.9.8.2 Maryland Public Broadcasting Commission

### 4.9.8.3 Judicial or Legislative branches of State government

### 4.9.8.4 Baltimore City Community College

- 4.10 Private industry use of State resources for information technology or telecommunications purposes should not commence without an RSA and should be discontinued following the expiration or earlier termination of an RSA. Agencies should review their RSAs for post-expiration/termination usage and appropriate remedial action should be taken where such conditions exist, e.g., pursue rights to compensation for extended use, removal of equipment or (in the case of an expired RSA) entry into a replacement RSA.
- 4.11 DoIT must be notified prior to the renewal or extension of an RSA. DoIT will determine whether the proposed renewal/extension will require approval by BPW.
- 4.12 Agencies shall maintain an inventory of all State-owned telecommunications towers (and available tower space), fiber optics and other telecommunications facilities on their properties and rights of way for potential RSA opportunities. An inventory of all private telecommunications equipment (type, owner, location) attached to a State resource shall be maintained within the RSA file.
- 4.13 Agencies shall provide the comprehensive list of RSAs, inventory of available tower space and copies of each RSA and any sublease to DoIT.
- 4.14 Agencies shall provide DoIT an annual status report of its respective RSA program. The annual status report shall be signed by an appropriately delegated member of its staff, and shall include, at a minimum, a cover letter, a list of active, expired but still occupying, and terminated RSAs, all pending RSAs and any RSA proposals reviewed but then declined by the agency and DoIT. Reports are due August 1<sup>st</sup>. See Appendix 6 for an example.
- 4.15 DoIT will establish and lead a Statewide Resource Sharing Agreements Working Group for the purposes of resolving issues, disseminating information, creating a common understanding, and synchronizing State RSA efforts between the State agencies involved in Resource Sharing. Each agency will designate a primary RSA point of contact as their Working Group representative. The RSA Working Group should meet monthly.
- 4.16 DoIT will provide programmatic guidance and oversight to the agencies in support of their RSA program management.
- 4.17 Each agency should include relevant RSA materials on its website to assist

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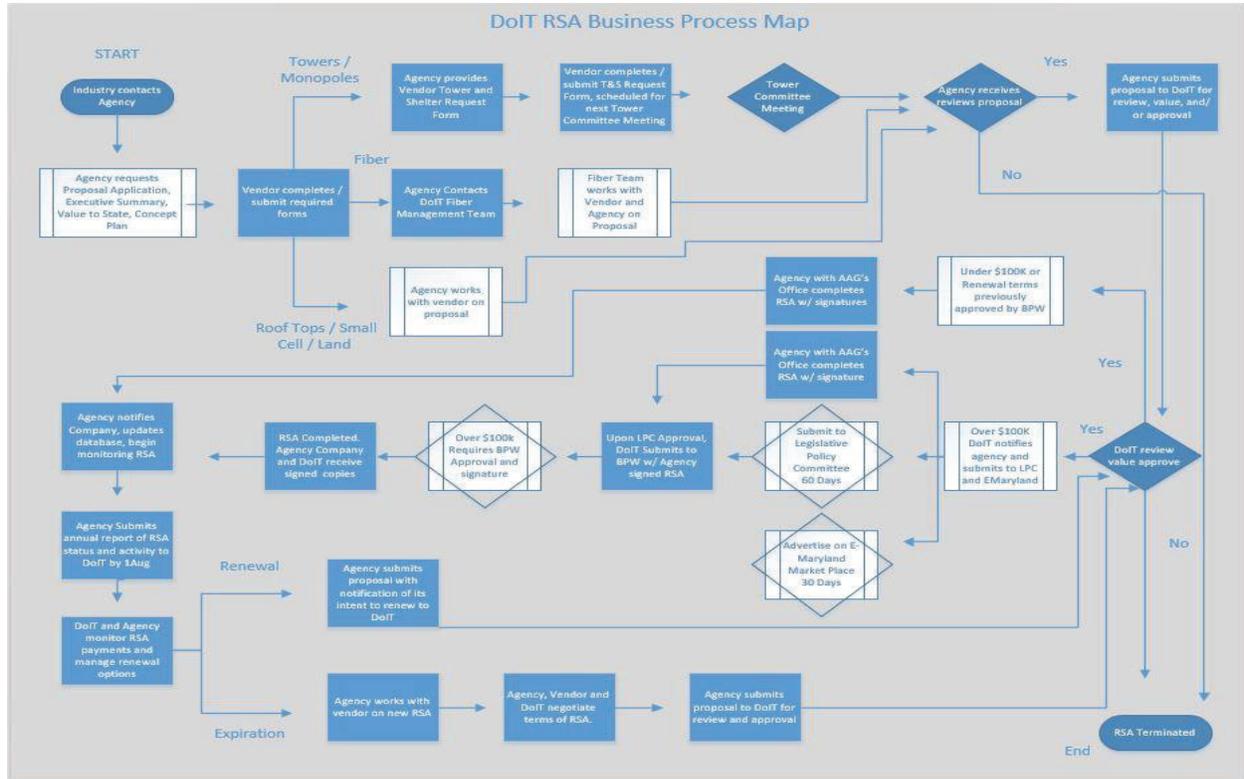
and promote the RSA program to interested parties.

- 4.18 Adherence to these goals and the implementation of sound internal management controls will ensure the success of the RSA program. Adherence will also hasten access for all applicants who wish to use State resources through an established process of equal consideration and unified pricing models.

## 5.0 Procedures

- 5.1 Agencies will adhere to the following procedures, along with other operating procedures internal to each agency deemed appropriate for successfully administering the Resource Sharing Agreements Program.
- 5.2 In general, the basic process for creating an RSA involves the following steps.
- 5.2.1 The Company submits a proposal application for a Resource Sharing opportunity to the State agency which owns or controls the resource.
  - 5.2.2 The agency notifies DoIT which will review and value the proposal. If valued below \$100,000, DoIT notifies the agency which then establish an RSA with the Company.
  - 5.2.3 If DoIT values the proposal at \$100,000 or more, and DoIT and the Agency agree to proceed with the proposal, DoIT posts a notification on eMaryland Marketplace for 30 days and submits a synopsis to the Legislative Policy Committee (LPC) who may review for up to 60 days. Following the LPC review, the RSA is submitted to the BPW for final review and approval.
- 5.3 The below flow chart/process map provides detailed steps for navigating a traditional Resource Sharing Agreement request. The procedures that follow provide additional context to the business process. See (Appendix 11).

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5.4 A prospective RSA company will contact or be directed to the agency which owns or controls the State resource it wishes to access for the purpose of Resource Sharing. Upon that initial contact, the respective State unit should use an RSA Proposal Application (Appendix 1) or like document to gather basic information about the company and its project goals. An agency will use unique internal processes to determine if potential access and availability exists at the requested site. The Agency will then request additional documents from the prospective company to enable further analysis of the proposal. The below list of required documents shall not be deemed all-inclusive and may be augmented by agency specific requirements. The required documents must be submitted collectively by the agency to DoIT for review and approval.

5.4.1 *RSA Proposal Application* documents the type of RSA requested along with basic information about the company and the proposal. The application should be signed by an authorized representative of the company. (Appendix 1).

5.4.1.1 Use *Supplement #1* if a company seeks an RSA Fee Waiver because its proposed project area is within a rural and unserved area and it intends to install and provide broadband services. See RSA-PGM-2019-03 in Appendix 14 for additional guidance.

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5.4.1.2 Use *Supplement #2* when the company is a nonprofit and seeks to install broadband communications infrastructure in a rural and underserved area by using the State right of way. See RSA-PGM-2019-02 in Appendix 13 for additional guidance.

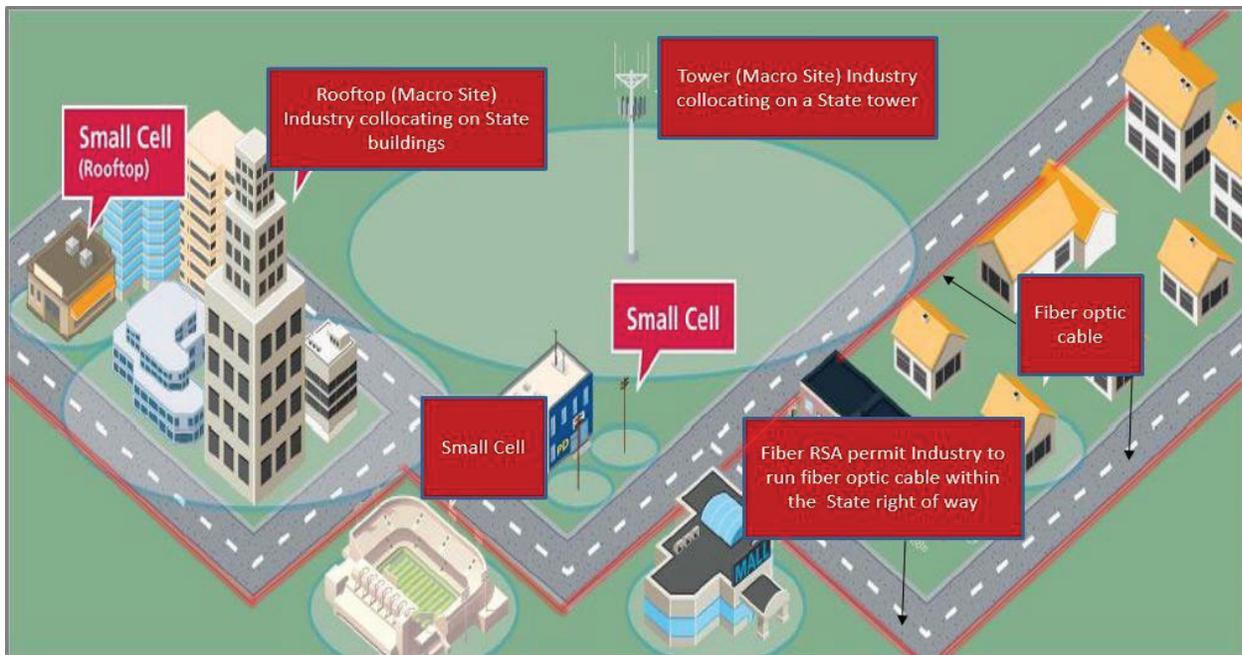
5.4.2 *Executive Summary* in order to condense and highlight the contents of the proposal. The Executive Summary shall provide a broad overview of the contents of the entire proposal.

5.4.3 *Value of Proposed Consideration to the State* is a full itemization (monetary compensation, equipment, service, etc.) of the items that comprise the total value of the proposal to the State. The Company shall provide its proposal for use of the State resource. DoIT will perform the State valuation of the proposal. Appendix 3 contains some DoIT rates.

5.4.4 *Concept Plan* should be prepared with maps and technical drawings to describe the proposal in detail.

### Types of Proposals

5.5 As previously stated, this policy covers all types of information technology resource sharing proposals focusing primarily on the five most typical scenarios. Notwithstanding this focus, Agencies are reminded that DoIT must be advised of all information technology proposals involving resource sharing, the exchange of goods or services, or a gift, contribution, or grant of real or personal property.



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5.5.1 Tower Co-locations “Macro” site – involves the use of space to install telecommunications equipment on a State-owned tower. The company will also require ground space within the tower compound for the installation of a small shelter or submit a request to occupy space within the State shelter on site. For these applications, a ten-year initial term with three to four five year renewal options is recommended. See Appendix 3 for rates.

5.5.2 Fiber Optic Cabling – involves two primary uses. The first involves the use of space within a State right-of-way or across a State property for the purpose of installing company owned telecommunications fiber optic cabling or conduit. The fiber optics or conduit is often run in the ground or overhead. For bridges and tunnels, the fiber is often connected to the structure. The second primary use involves a request from private industry to use State “Dark Fiber” assets which are already installed. Typically, State “Dark Fiber” is intended for government to government services only however, the State will consider on a case by case basis potential short term use of dark fiber which may assist industry in achieving its near term objectives. See Appendix 3 for rates.

5.5.2.1 Exemption to fiber optic RSA’s apply to certain franchise holders who qualify under Annotated Code of Maryland, Public Utilities Article §§ 5-410 & 8-103 as well as under cable television franchise rights pursuant to Local Government Article § 1-708. Qualifying franchise holders are not subject to an RSA.

5.5.2.2 Additional exemptions to fiber optic RSA’s apply under Title 8, Subtitle 654 of the Transportation Article of Maryland Code for any nonprofit telecommunications services provider seeking to install broadband communications infrastructure within MDOT, MTA, MdTA, SHA, BPW, DoIT, DNR, and MDE rights of way in rural and underserved areas of the State.

5.5.2.1.1 Nonprofits who qualify under the provisions of the Transportation Article above are to be permitted access to the right of way without the imposition of any charge for its use. Such projects would not be subject to an RSA.

5.5.2.1.2 Agencies will validate that the permit area is rural and underserved.

5.5.2.1.3 Agencies will validate that the Applicant is a nonprofit by accepting qualifying documentation such as, but not limited to, the nonprofit’s Certificate of Good Standing from the State of

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Maryland, an IRS 501(c) \_\_ Affirmation Letter issued within thirty calendar days of the execution date of the Telecommunications Services Provider Certification.

5.5.2.1.4 Agencies will require the Applicants to sign a Nonprofit Telecommunications Services Provider Certification. The provisions of the Certification require the company to inform the State if ever they sell, assign or transfer their facilities or change their status to a for profit company.

5.5.2.1.5 Agencies must continue to maintain a record of the installation of private telecommunications infrastructure on State property as well as provide DoIT a copy of these proposals. See RSA-PGM-2019-02 in Appendix 13 for additional guidance.

5.5.3 Small Cell “Micro” site – involves the use of space to install telecommunications equipment on State-owned or company erected light pole, telephone pole, utility pole, utility line, street sign or other vertical support structure typically in the State rights of way. The structures heights of these applications are no more than 50 feet and the individual range of each site is significantly less than the “Macro” sites. For this application, a five-year initial term with three to four five year renewal options is recommended. See Appendix 3 for rates.

5.5.3.1 The FCC issued a Declaratory Ruling on September 27, 2018 imposing timelines for review and approval of all Small Cell projects.

5.5.3.1.1 60 Day review of each new application for co-location using existing structures.

5.5.3.1.2 90 Day review of each new application for installation of attachments to the company installed new structures.

5.5.3.1.3 The FCC Declaratory Ruling establishing timelines does not preclude the State law requirements of a 60 day LPC review, a 30-day eMaryland Marketplace notice, and BPW approval for projects valued at \$100,000 or more.

5.5.4 Land - involves the use of State land to install or erect a telecommunications towers or other telecommunications equipment structure. In these applications, the company will construct their own tower or other telecommunications equipment structure used to support a telecommunications tower. A ten-year initial term with four five year

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renewal options is recommended for these applications. We also require a sublet clause be inserted into the agreement so that the State receives a copy of each sublease agreement, has a right to audit the company's financial records, and receives a portion of any sublease rents in accordance with our rate schedule. See Appendix 3 for rates.

- 5.5.5 Rooftop or Building – involves the use of space to install telecommunications equipment on a State-owned building rooftop or other portion thereof. These applications are either used as “Macro” sites or “Micro” sites. A determination of use will be made in each instance in order to apply the correct agreement terms and rates.

### **Wireless Proposals**

- 5.6 For wireless telecommunications proposals including towers, State rooftops, light poles, utility poles or other State assets, the company must complete the Application for Tower & Shelter Co-location (Appendix 2) and specifically address the following information within the proposal.
- 5.6.1 Proposal site location with the physical address and latitude & longitude
  - 5.6.2 State whether the proposal is for a “Co-location” or “New” tower
  - 5.6.3 RAD Center at which the company intends to install its antennas
  - 5.6.4 Height and number of existing or proposed new tower or poles
  - 5.6.5 Number, model, and size of antennae to be installed on the tower
  - 5.6.6 Number and size of feed lines
  - 5.6.7 Power & telecom availability/ requirements, including any special considerations
  - 5.6.8 Preliminary site plan showing tower, requested ground space, equipment pad for shelter or cabinets, proposed access to the site, etc.
  - 5.6.9 Requested term of the agreement
- 5.7 In addition to the wireless telecommunication proposal information listed in section 5.6, companies interested in co-locating on a State-owned tower or monopole must submit the following items along with an Application for Tower & Shelter Co-location (Appendix 2).
- 5.7.1 Tower Mapping

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- 5.7.2 Structural Load Study, prepared in REV H, certified by a licensed State of Maryland Professional Engineer (PE). Company remediation down to 75% may be required.
- 5.7.3 Intermodulation study showing no harmful interference with existing occupants.
- 5.7.4 Drawings of proposed equipment layout within the compound.
- 5.8 Once the completed wireless telecommunications proposal is received by the agency, it must be reviewed for all required documentation. If items are missing, contact the company to obtain the documents prior to proceeding.
- 5.9 Agencies will submit the Application for Tower & Shelter Co-location to the Practitioner Steering Committee (PSC) Tower Technical Committee for inclusion in the next available Tower Committee meeting. The PSC Tower Technical Committee will review the proposal from a technical perspective and determine if the proposal can be supported at the State site.
  - 5.9.1 Contact information for the PSC Tower Committee is [rberg@miemss.org](mailto:rberg@miemss.org) or 410-706-3668.



### Fiber Optics

- 5.10 For applicants seeking access to State-owned fiber, land or rights-of-way for the purpose of using or running fiber optic cabling, the agency will request from the

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company an *RSA Proposal Application, Executive Summary, Value of Proposed Consideration to the State and Concept Plan* as outlined in 5.4.1 to 5.4.4 above. Agencies will use their unique internal processes for the review and validation of such requests.

5.10.1 For franchise holders who have prior statutory right to access the State rights-of-way, an RSA exemption may exist. See RSA-PGM-2019-01 in Appendix 12.

5.10.2 For nonprofit broadband service providers who seek to install broadband communications equipment in *rural* and *underserved* areas of the State, an RSA exemption may exist. See RSA-PGM-2019-02 in Appendix 13.

5.11 For-profit broadband service providers may request an RSA Fee Waiver if the proposed project area is for the installation of last mile broadband services in a *rural* and *unserved* area of the State. Agencies must use *Supplement #1* to the *RSA Proposal Application* and submit all supporting documents to DoIT for review and determination of whether the requested fee waiver will be approved. See RSA-PGM-2019-03 in Appendix 14 for additional guidance.

5.12 Early coordination with the DoIT Fiber Optics team is recommended in order to assist the agency with project scope and validation. The documents listed below are required for DoIT Fiber team review. All documents should be submitted at one time to [resource.sharing@maryland.gov](mailto:resource.sharing@maryland.gov).

5.12.1 DoIT RSA Proposal Application (with Supplement #1 if applicable)

5.12.2 Executive Summary, inclusive of site location

5.12.3 Concept Plan with construction detail and maps of the proposed project

5.12.4 Number of fiber bundles and conduits, inclusive of lengths

5.13 Companies seeking the use of existing State dark fiber optic infrastructure or who seek to provide the State additional fiber optic infrastructure as consideration must answer the items below in addition to complying with the specifications in Appendix 10.

5.13.1 A specific description of the dark fiber, including route, locations served (if applicable), and the number of strands. The strands themselves may or may not be described with particularity.

5.13.2 Premises entries and demarcation points: Identification of how the fiber will enter buildings, allocation of responsibility within the premises, and the location of network boundaries.

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- 5.13.3 Access to facilities for splicing, etc: Terms describing the conditions under which the grantee or lessee will be able to access the dark fiber. Security is a significant concern.
- 5.13.4 Testing and acceptance: Particularly in the case of newly installed fiber, the State may require the company to test the fiber optic strand and produce a report proving that the fiber is suitable for activation and use.
- 5.13.5 Use conditions / acceptable use policies: The State may require a grantee to use the dark fiber only for particular purposes, or may proscribe the grantee from using the fiber for particular purposes. Ensure the company provides details on its proposed use of State dark fiber.
- 5.13.6 Encumbrances: An agreement must include a description of any applicable encumbrances. For example, under federal Department of Commerce rules, BTOP-funded facilities are subject to a “Federal interest,” in which the federal government retains an “undivided equitable reversionary interest” in the property for the duration of its useful life. BTOP rules require that an Infeasible Right of Use (IRU) agreement involving such facilities must state that it is subject to the Federal interest.
- 5.13.7 Maintenance/relocation terms: The agreement must address respective rights and obligations in the event of physical damage to the fiber (emergency maintenance), as well as periodic or routine maintenance obligations. Maintenance is sometimes addressed as a separate exhibit to the RSA or may be an entirely separate agreement. How to handle the necessary relocation of the dark fiber should be addressed as well.

### **DoIT Review, Valuation and Approval Process**

- 5.14 Once an agency receives, reviews and validates a prospective Resource Sharing proposal, the agency will submit a complete packet of the documents listed below to DoIT for review, valuation, and approval. Send all documents at one time to [resource.sharing@maryland.gov](mailto:resource.sharing@maryland.gov).
- 5.14.1 DoIT RSA Proposal Application with Supplement #1 and #2 if applicable (Appendix 1)
- 5.14.2 Executive Summary, inclusive of site location
- 5.14.3 Notice of RSA Proposal (Appendix 4)
- 5.14.4 Concept Plan
- 5.14.5 Application for Tower & Shelter Co-location with RAD Center (if

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applicable) (Appendix 2)

5.14.6 Proposed Compensation

5.14.7 Complete inventory list (if received)

5.14.8 Fiber optic strand count or conduits inclusive of lengths with location origination and termination points (if applicable)

5.15 DoIT will conduct its review once it receives a complete RSA proposal packet. DoIT will value all monetary compensation, any fee waivers or fee reductions and the adequacy of any proposed other consideration, e.g., strands of fiber in lieu of monetary consideration. Agencies will use the standardized rates published by DoIT for each RSA.

5.15.1 Upon completion of DoIT review of an RSA valued under \$100,000, DoIT will notify the agency of the determined value. The agency shall work with the support of its Assistant Attorney General to complete the RSA and submit for company and agency signatures. Upon completion, the agency will send a signed copy to DoIT for its records.

5.15.2 Upon completion of DoIT review, valuation and approval of an RSA exceeding \$100,000, DoIT will notify the agency of the approval and valuation. If DoIT and the agency agree to move forward with the proposal, DoIT will submit an advertisement on eMaryland Marketplace for 30 days and simultaneously send the proposal to the Legislative Policy Committee for a potential 60-day review.

5.15.2.1 An agency should use the 60 day LPC review period to complete the RSA. Agencies will submit two copies of the company and Agency signed RSA to DoIT who will submit to BPW for approval and BPW signature.

5.15.3 Should DoIT disapprove any RSA, the agency will be notified with the reason for disapproval. If conditions exist for future approval, specific instructions will be provided to the agency, identifying conditions to be met prior to resubmission for approval.

5.16 Agencies should send hard copy RSAs to: Department of Information Technology, C/O Resource Sharing Group, RM 2.501, 100 Community Place, Crownsville, MD 21032.

5.17 Agencies should send an email notification with a completed BPW agenda item to the DoIT RSA Group who will then schedule the action for BPW approval and BPW signature. Send template to [resource.sharing@maryland.gov](mailto:resource.sharing@maryland.gov) (see Appendix 10 for BPW template).

## Resource Sharing Agreement Policy

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5.18 Agency attendance at the BPW meeting may be necessary in order to respond to potential questions or concerns. Upon approval by BPW, executed RSAs will be distributed to each agency of interest.

5.19 Agencies will update its database and hard copy files once it receives the fully signed RSA. Agencies will submit a copy of the signed RSA to DoIT.

### **Agency Preparation of RSA**

5.20 Agencies should work with their Assistant Attorney General for preparation of the formal Resource Sharing Agreement. Please see the DoIT RSA Tower template in Appendix 7 for reference to any specific provision.

5.21 Subject to certain exceptions previously mentioned, compensation received from: (i) the sale, lease or exchange of communication sites, communication facilities, or communication frequencies for information technology purposes; or (ii) an information technology agreement involving resource sharing are to be deposited directly into the Major Information Technology Development Project Fund (“MITDP Fund”), or if received into a different fund, transferred to the MITDP Fund within thirty days of receipt. Unless exempted, RSAs should provide for payments to be made payable to **State of Maryland MITDP Fund** and mailed to:

5.21.1 **DoIT Finance and Accounting Division** and mailed to 100 Community Place, Crownsville MD 21032.

5.21.2 It is recommended that each RSA is written using the terms established in sections 5.5.1 to 5.5.5 for each respective RSA type. For examples of RSA renewal language, see Appendix 7 section 1.2 of the RSA Template.

5.21.3 To reduce administrative costs, it is recommended that all monetary compensation be annualized so that payments are received only once per year.

5.21.4 DoIT will assist each agency throughout the negotiations and RSA preparation process as required.

### **Agency Disapproval of RSA Proposal**

5.22 Should any agency deny a company’s request or proposal for a Resource Sharing Agreement, a Memorandum For Record must be generated by the agency and placed in an auditable file marked “Declined RSAs” with a copy sent to DoIT. The Memorandum must adequately document the reason for denial. The Memorandum must be signed by an appropriately delegated official. Agencies will include a roll-up of all declined RSAs within their annual report to DoIT.

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## Resource Sharing Agreement Policy

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(See Appendix 6).

### **Management of Active RSA's, Renewals and Amendments**

5.23 DoIT will monitor RSA payments made directly to the MITDP Fund throughout the year. Each agency is responsible for monitoring its own active RSAs. Any RSA where payments are not directed to the MITDP Fund shall be immediately amended to reflect the change in payee to the **State of Maryland MITDP Fund** (see section 5.21.1 for address). Not less than 270 days prior to any RSA expiration or renewal an Agency should begin the process of renewal in accordance with RSA terms and conditions (see process map Appendix 11).

5.23.1 Once an agency receives official notification from the company of its intent to renew an RSA, the agency will determine if it will exercise the renewal (if any). If an automatic renewal clause is included within the RSA, the agency must determine if it will remain in the RSA in accordance to the terms of the RSA.

5.23.2 Agencies must notify DoIT of any renewal/nonrenewal decision via the [resource.sharing@maryland.gov](mailto:resource.sharing@maryland.gov) email consisting of the following information (Appendix 5):

5.23.2.1 Agency Name

5.23.2.2 Company Name

5.23.2.3 Location – preferably a street address

5.23.2.4 RSA Type – either (Tower, Fiber, Rooftop, Small Cell, Land)

5.23.2.5 Renewal Term - the number of years with a beginning and end date

5.23.2.6 Renewal Going In Rate- annual rate of monetary compensation for the first year

5.23.2.7 Annual Escalation- rate applied annually

5.23.2.8 MITDP Fund Eligibility – either yes or no

5.23.2.9 Remaining Renewal Options- the number of renewal options remaining after this term with years; example (2 five year options remaining)

5.23.3 RSA renewal options will not be required to go back to the LPC or

## Resource Sharing Agreement Policy

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BPW prior to the exercise of each renewal option if the option was included within the original BPW agenda item.

5.23.4 If an agency decides not to renew an RSA, it should notify DoIT in advance. The agency should adequately document its reasons for nonrenewal in the form of a Memorandum for Record and place the same in the RSA file. The Memorandum must be signed by an appropriately delegated authority. A copy must be provided to DoIT.

5.24 DoIT will review each agency notification regarding RSA renewal/ nonrenewal decisions.

5.24.1 Following DoIT review of an agency's renewal/ nonrenewal notification DoIT may provide comments or recommendations to the agency. Thereafter, agencies should generate and transmit to the company all required documents to execute the renewal with the assistance of the Office of the Attorney General. The agency shall provide DoIT a copy of all related documentation that the RSA was renewed.

5.24.2 Any purported RSA renewals with terms that materially differ from the original RSA may be required to go to the BPW for approval on a new action agenda item. If a change in terms or scope effectively results in a new RSA with a valuation exceeding \$100,000, then prior to BPW's review of such 1, DoIT will submit an advertisement on eMaryland Marketplace for 30 days and submit the proposal to the Legislative Policy Committee for up to 60 days as required by Law.

5.24.3 Each agency shall notify DoIT regarding any RSA renewal/ nonrenewal decisions or approvals and shall make related documentation available to DoIT on request.

5.25 Any amendment to an existing RSA where the amendment adds additional scope valued at \$100,000 or more must be approved by the DoIT Secretary, advertised on eMaryland Marketplace for 30 days, submitted to LPC for review, and submitted to the BPW for approval.

### **Expiration of RSA**

5.26 Staff must be diligent in the monitoring of current agreements to prevent a lapse in agreement coverage. Should the parties desire to enter into a new agreement after the expiration of the original agreement, the agencies will follow the procedures as outlined within this policy beginning in section 5.4.

### **Modifications to RSA Site and Equipment**

## Resource Sharing Agreement Policy

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5.27 Company modifications to company-owned equipment are permissible only in accordance with the provision of the governing active RSA.

5.27.1 Modification of equipment located on public safety towers or at public safety tower sites must be approved by the agency and by the PSC Tower Technical Committee prior to the commencement of work.

5.27.2 Agencies will use their own unique internal processes for approval of equipment modifications on all other State assets in accordance with the terms and conditions of the governing RSA.

5.27.3 Completed equipment modifications must be captured in an updated equipment inventory list and incorporated into the existing RSA.

### **Knowledge Management**

5.28 Document management and comprehensive inventories are a central part of our Internal Management Controls. Each agency will maintain both electronic and hard copy files of each of their Resource Sharing Agreements. Agencies will ensure DoIT has copies of each agreement and inventory list as described herein.

5.28.1 The agency inventory database may be maintained electronically in a spreadsheet format and must contain the following information: Agency Name; County Location; Location Name; Location Address; Tower/Site Number; Latitude; Longitude; Resource Sharing Type (Tower, Fiber, Roof Top, Small Cell, Land, etc); Company; Start Month/Day/Year of Initial Term; Start Month/Day/Year of Current Term; Expiration Month/Day/Year of Current Term; Length of Current Agreement Term in Years; Status of RSA (Active, Inactive, Expired Pending Renewal); Current Annual Compensation.

5.28.2 The file folder for each RSA must contain all applicable items listed in section 4.5 which is the same checklist in (Appendix 9).

5.28.3 Agencies will diligently manage the RSA files to ensure all information is accurately captured, updated and maintained in a timely manner.

### **Annual Reporting Requirement**

5.29 Each agency will submit an annual report to DoIT documenting the activities of their RSA program for that fiscal year. The report Cover Letter must be signed by an appropriately delegated member of the Agency. The report body may be in a spreadsheet format consisting of the following information for each RSA (Appendix 6):

5.29.1 **ACTIVE/EXPIRED/TERMINATED:** Unique Account Number;

## Resource Sharing Agreement Policy

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Agency Name; County; Location Name; Location Address; Resource Sharing Type (Tower, Fiber, Roof Top, Small Cell, Land, etc); Company; Start of current Term Month/Day/Year; Expiration of Current Term Month/Day/Year; Number of years of next renewal option (if any); Status of RSA (Active, Expired Pending Renewal, Terminated); Past Due Amounts Owed; Current Annual Compensation Anticipated; Current Annual Compensation Received; Is all company equipment inventoried (Yes, No).

5.29.2 **NEW PROPOSALS:** Unique Account Number; Agency Name; County; Location Name; Location Address; Resource Sharing Type (Tower, Fiber, Roof Top, Small Cell, Land, etc); Company; Date notified of Interest Month/Day/Year; Proposed Start date of new agreement Month/Day/Year; Annual Compensation Anticipated; Agency Decision on Request; Notification to DoIT (Yes, No).

5.29.3 Submit the annual report to DoIT RSA Program Manager at [resource.sharing@maryland.gov](mailto:resource.sharing@maryland.gov) by 1 August of each year. The annual report will cover the State fiscal year periods 1 July (previous year) to 30 June (current year). (Example- reports due 1 August 2020 will cover 1 July 2019 to 30 June 2020).

## 6.0 Roles and Responsibilities

6.1 The Secretary of DoIT is responsible for the administration of this Policy and may modify or supplement this Policy as appropriate.

6.1.1 The Secretary is responsible for reviewing, determining the value of, and approving all information technology resource sharing agreements.

6.1.2 The Secretary designates a Resource Sharing Program Manager to administer the day-to-day operations of the Resource Sharing Program as well as advise the Secretary on all matters related to the programmatic, operational, financial and compliance responsibilities of the program in accordance with established Department hierarchy.

6.2 The Resource Sharing Program Manager will manage the day-to-day operations of the Resource Sharing Program under the auspices of the Chief of Public Safety Communications. The Resource Sharing Program Manager will recommend rates, provide valuation services, coordinate DoIT reviews and approvals, coordinate submission to eMaryland Marketplace, coordinate submission to Legislative Policy Committee, coordinate submission to Board of Public Works, conduct monthly RSA Working Group meetings, receive Agencies annual reports, and prepare Statewide annual reports of all RSA activities.

## Resource Sharing Agreement Policy

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6.3 The Agency Secretaries are responsible for the issuance of appropriate implementing agency-specific policies and standards, documents and administration of the rules thereunder, and ensuring payments are collected and deposited in the appropriate accounts.

6.3.1 Agencies involved in Resource Sharing should designate a single individual within their agency to manage the Resource Sharing Agreements of their agency. This designated individual shall be responsible for all coordination with DoIT RSA Program Manager. The designated individual is responsible for receiving and reviewing RSA proposals, coordinating RSA execution within their agency, and maintaining a comprehensive list of all Resource Sharing Agreements executed on property owned or controlled by the agency. The individual will also maintain the hard copy file folder for each RSA.

6.4 The PSC Tower Technical Committee will perform the technical review for all proposed public safety tower Resource Sharing Agreements.

6.5 DoIT Fiber Technical Team oversees Statewide compliance of all fiber optics within the State. The DoIT Fiber Team will review all requests for RSA opportunities involving fiber optics and conduit projects.

## 7.0 Compensation

7.1 In an effort to create uniformity throughout the state, DoIT has established a baseline of presumptively reasonable, competitive market rates. DoIT established rates should be used for most valuation and monetary compensation purposes.

7.2 In recognition that some RSAs are unique and require special consideration, DoIT will consider all requests for deviation from the established market rates on a case by case basis.

7.3 In support of the Governor's rural broadband initiatives, DoIT has implemented an RSA Fee Waiver Program for Companies willing to invest in rural unserved areas of Maryland in which to install and operate a broadband services network.

7.4 All monetary compensation received in the pre and post RSA execution is considered resource sharing compensation and is required to be deposited within the applicable statutory account within thirty days of receipt.

## 8.0 Definitions

In this policy, the following words have the meanings indicated:

8.1 "Antenna" means an apparatus designed to emit radio frequency radiation and operate from a fixed location to provide wireless services.

## Resource Sharing Agreement Policy

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- 8.2 “Antenna Equipment” means equipment, switches, wiring, cabling, power sources, shelters, or cabinets associated with an antenna and located at the same fixed location as the antenna.
- 8.3 “Backbone” means a large capacity fiber optic trunk line that connects to multiple fiber-optic lines capable of transmitting large amounts of data. It provides the long haul data transmission to regional networks.
- 8.4 “BTOP” means the Broadband Technology Opportunities Program which is a grant program administered by National Telecommunications and Information Administration to help bridge the technological divide; create jobs; and improve education, health care, and public safety in communities across the country by deploying broadband internet infrastructure.
- 8.5 “Co-location” means to install or mount antenna or antenna equipment on a structure owned by the State or within the State right of way.
- 8.6 “Communication service” means the transmission of intelligence by electrical means. It includes (but not limited to) the transmission of intelligence by telephone lines, telegraph lines, messenger-call, police, fire alarm, and traffic control circuits and circuits used to transmit standard television or radio signals.
- 8.7 “Dark Fiber” refers to a strand of unused or unactivated fiber optic cable.
- 8.8 “Fund” means the Major Information Technology Development Project Fund.
- 8.9 “Indefeasible Right of Use” (IRU) – is a common method by which rights in fiber optic cables are transferred within the telecommunications industry.
- 8.10 “Information technology” means all electronic information processing hardware and software, including maintenance, telecommunications, and associated consulting services.
- 8.11 “Last mile” means the connection from the broadband providers core network, local network plant or telecommunications exchange to the residents homes and small businesses.
- 8.13 “Middle Mile” as meaning the fiber optic link between the backbone fiber optics to the internet services providers’ core network, local network plant or telecommunications exchange. It does not typically connect the end-user.
- 8.14 “RAD Center” means the center of radiation and reflects the center height of the antennas on the structure. A company will typically receive a license to occupy an area on the tower five feet below the RAD Center (antenna base height) and five feet above the RAD Center (antenna tip height).

## Resource Sharing Agreement Policy

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- 8.15 “Resource Sharing” means the utilization of a State resource by private industry in exchange for the provision to the State of a communication service or other consideration.
- 8.16 “Rural Area” means any area, as confirmed by the latest decennial census of the Bureau of the Census, which is not located within: 1. A city, town, or incorporated area that has a population of greater than 20,000 inhabitants; or 2. an urbanized area contiguous and adjacent to a city or town that has a population of greater than 50,000 inhabitants. For purposes of the definition of rural area, an urbanized area means a densely populated territory as defined in the latest decennial census of the U.S. Census Bureau.
- 8.17 “Secretary” means the Secretary of the Department of Information Technology.
- 8.18 “Small Cells”, also known as “Microcells”, refer to wireless facilities involving antennas, no more than three cubic feet in volume, that can be mounted to a light pole, street sign, or some other vertical support structure (electrical-transmission tower or utility pole) no more than 50 feet in height.
- 8.19 “State resource” means any asset of the State, including but not limited to, land or improvements, structures, or fixtures on State land (owned or leased) whereby the State has an exclusive right.
- 8.20 “Telecommunication” means the transmission of information, images, pictures, voice or data by radio, video, or other electronic or impulse means.
- 8.21 “Towers” also known as “Macro Sites” are structures exceeding 50 feet in height built for the sole or primary purpose of supporting State and County telecommunications or public safety broadcast requirements but may also support FCC-licensed antennas and their associated facilities.
- 8.22 “Underserved” means an area in which no part of the area has two or more facilities-based broadband service providers offering minimum connectivity speeds of 25 Mbps download and 3 Mbps upload.
- 8.23 “Unserved” as meaning any rural area in which broadband service may be available but no facilities-based service providers offer minimum connectivity speeds of 25 Mbps download and 3 Mbps upload.

## 9.0 Contact Information

- 9.1 Point of contact for this Policy is the State Resource Sharing Program Manager who can be reached at 410-697-9687 or [resource.sharing@Maryland.gov](mailto:resource.sharing@Maryland.gov)

Resource Sharing Agreement Policy

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10.0 Approval

10.1 In accordance with SF&P § 3A-303 (1), this policy is approved for immediate implementation by the signature of my hand below.

Approved:

DocuSigned by:

*Michael Leahy*

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\_\_\_\_\_  
Michael G. Leahy  
Secretary

Department of Information Technology

Date: 07/23/2020

## Resource Sharing Agreement Policy

## APPENDIX 1

**DoIT** Maryland Department of Information Technology**RSA Proposal Application****Section 1 – Type of Agreement Requested (Check all that apply)**

- Tower Co-location                       Fiber Optic Installation                       Dark Fiber  
 Small Cell                                       Rooftop or Building                                       Land  
 Other \_\_\_\_\_  Rural Unserved Broadband Fee Waiver (Supplement #1)  
 Nonprofit Rural Underserved Exemption (Supplement #2; TA § 6-854)

**Section 2 – Company Contact Information**

Company Name: \_\_\_\_\_ Company POC: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_  
 MD Tax Clearance #: \_\_\_\_\_ This Company is a Nonprofit  Yes  No

**Section 3 – Location and Description of Proposal (Complete all that apply)**

- Executive Summary                       Supporting Maps                       Value of Proposed Consideration

**A. Wireless Proposals (Tower, Small Cell, Rooftop/ Building)**

- Tower / Shelter Request Form

Site Address: \_\_\_\_\_ Tower Name: \_\_\_\_\_  
 Tower Height: \_\_\_\_\_ Requested RAD: \_\_\_\_\_  
 Small Cell Poles #: \_\_\_\_\_ Company Installed: \_\_\_\_\_ State Installed: \_\_\_\_\_  
 Antennae Size: \_\_\_\_\_ Antennae #: \_\_\_\_\_  
 Property Owner / Agency: \_\_\_\_\_ County: \_\_\_\_\_

**B. Fiber Optic Proposals (Fiber Installation or Dark Fiber Request)**

- Concept Plan

Routes Requested From: \_\_\_\_\_ To: \_\_\_\_\_  
 Number of Company Installed Fibers: \_\_\_\_\_ Total Distance in Linear Feet: \_\_\_\_\_  
 Number of State Dark Fibers Requested: \_\_\_\_\_ Total Distance in Miles: \_\_\_\_\_

**C. Land Proposal (New Tower Construction or Other IT Equipment Installation)**

Site Address: \_\_\_\_\_ County: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Parcel Size Requested: \_\_\_\_\_  
 Tower Height: \_\_\_\_\_ Map: \_\_\_\_\_ Block: \_\_\_\_\_ Parcel: \_\_\_\_\_  
 Other: \_\_\_\_\_

## Resource Sharing Agreement Policy

### Section 4 – Certification

**I hereby certify that I have authorization to make this application on behalf of the business for which I am acting.**

Neither I, nor to the best of my knowledge, information, and belief the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining agreements with public bodies, has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge of, bribery, attempted, bribery, or conspiracy to bribe in violation of Maryland law.

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining agreements with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity.

I am aware of, and the above business will comply with, the provisions of Election Law Article, Title 14, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections initial and semi-annual statements disclosing any contributions made to a candidate for elective office in any primary or general election in a cumulative amount of \$500 or more made during the reporting period.

I affirm that the above business is a (domestic ) (foreign ) enterprise registered or qualified as required under Maryland Law. I further affirm that the business is in good standing in both Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 [If not applicable, so state]

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I am aware that the RSA Proposal Application and all supporting documents submitted to the State will be subject to the Maryland Public Information Act, Maryland Code, General Provisions Article § 4.101 *et seq.* If any portion of the proposal is considered confidential, proprietary, or a trade secret, the business will mark such portions accordingly and provide justification as to why it should not be disclosed upon request under the Public Information Act.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_  
 (PRINT NAME Authorized Representative)

Resource Sharing Agreement Policy

**DoIT** Maryland Department of Information Technology

RSA Proposal Application (SUPPLEMENT #1)

**Rural and Unserved Broadband Service RSA Fee Waiver**

**Section 1 – Project Information (Must complete all items)**

Executive Summary                       Supporting Maps                       Concept Plan

Provide a description of the project / network: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specify anticipated unserved subscribers: \_\_\_\_\_

Projected pricing model for the new project area (Optional): \_\_\_\_\_

Speed of the broadband to be delivered: \_\_\_\_\_

Provide the name and speed of current broadband service providers in the project area; \_\_\_\_\_

\_\_\_\_\_

**Section 2 – Business Certification of Rural and Unserved Broadband Service RSA Fee Waiver**

I / we have applied  or have not applied  to the Maryland Office of Rural Broadband for a State Grant to install or operate a broadband network within a rural and unserved area of Maryland.

I / we understand that this application for a Rural and Unserved Broadband Service RSA Fee Waiver is not a guarantee of acceptance.

I / we understand that if the application for Rural and Unserved Broadband Service RSA Fee Waiver is accepted, this business will provide minimum connectivity speeds of 25 Mbps download and 3 Mbps upload to all broadband subscribers in the proposed project area for the entirety of the 10 year RSA Fee Waiver term.

I / we understand that if this application for Rural and Unserved Broadband Service RSA Fee Waiver is accepted, this business will provide a progress report in year 9 of the Resource Sharing Agreement which states:

- Number of residences and businesses that received service during the initial term of the agreement.
- The speed of the broadband service delivered.
- The average price of the broadband services delivered.
- Overall Company progress towards fulfilling its objectives of the proposal within this project area.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

(Signature of Authorized Representative)

\_\_\_\_\_

(PRINT NAME Authorized Representative)

## Resource Sharing Agreement Policy



### APPLICATION FOR TOWER & SHELTER CO-LOCATION PUBLIC SAFETY COMMUNICATIONS INFRASTRUCTURE

This section is used by the SIEC Technical Committee	(Request #)	(Date Received)	(Site Name)
	(City)	(County)	(Site Owner)

Requestor Name _____	Date: _____
Agency/ Municipality _____	
Postal Address _____	Phone # _____
City, St. Zip _____	Fax # _____
Email Address _____	
Contractor Company _____	Phone # _____
Contractor (POC) _____	Fax # _____
FCC ASR# _____	Tower # _____
FAA Max Height _____	Structure Height _____
Latitude (NAD83) _____	Longitude (NAD83) _____

Notes: \_\_\_\_\_  
 \_\_\_\_\_

Mounting Details	Antenna #1	Antenna #2	Antenna #3	Antenna #4
Base of mount AGL (feet)				
Base of antenna AGL (feet)				
Antenna tip height (feet)				
Clearance above ant. (feet)				
Clearance below ant. (feet)				
Total vertical space (feet)				
Tower leg				
Orientation From North				
<b>Antenna Details</b>				
Manufacturer				
Model/Part #				
Gain (db)				
Length				
Weight				
Wind load sq. ft.				
<b>Antenna Mount/Stand-off</b>				
Manufacturer				
Model/Part #				
Stand-off size (feet)				
Mount size (vertical)				
Mount weight				
<b>Cables/ Wave guide</b>				
Manufacturer				
Type/size				
<b>RF Details</b>				
Call Sign				
TX Frequency				
Rx Frequency				
Emission Designator				

## Resource Sharing Agreement Policy

### APPLICATION FOR TOWER & SHELTER CO-LOCATION PUBLIC SAFETY COMMUNICATIONS INFRASTRUCTURE

Please fill-in table below

Base Stations and Cabinets (include combiners, duplexers); If available, attach Rack Elevation Drawing

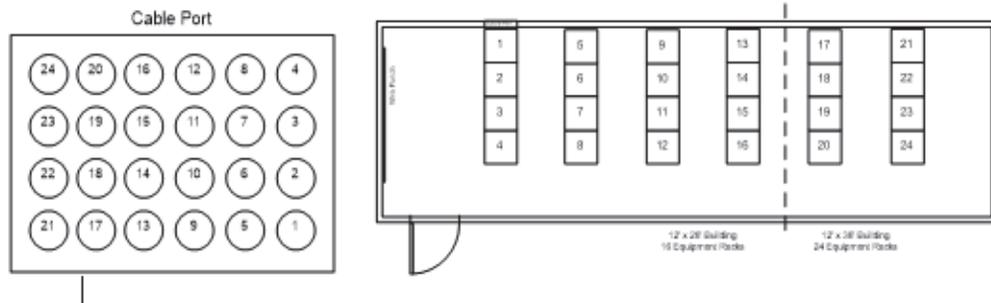
Equipment Description	Manufacturer	Model	Physical Dimensions (w x h x d)	Cabinet/ Rack #	AC and/or DC Power Requirements

Feed Lines

Line #	Manufacturer	Size	To Rack/ Cabinet #	To Cable Port	To Antenna #

Signatures	
Reviewed – SIEC Technical Subcommittee	Date
Approved – Site/Tower Owner	Date
Approved – Site/Shelter Owner	Date

**Comments or Special Conditions:**



## Resource Sharing Agreement Policy

## APPENDIX 3

State of Maryland  
Information Technology Assets  
Tower Resource Sharing (Macro Site)  
Standard Pricing Schedule effective January 1, 2019

	ZONE 1	ZONE 2	ZONE 3	ZONE 4
Avg. Daily Traffic (thousands)	< 50	50 - < 100	100 - < 150	150 +

Monthly Fee		ZONE 1	ZONE 2	ZONE 3	ZONE 4	AVG Rate
Type I - Yr 1	Base	1,300	1,500	1,700	1,800	1,575
Type II - Yr 1	Base	2,200	2,400	2,900	3,200	2,675
Type III - Yr 1	Base	1,900	2,600	3,500	4,200	3,050
Type IV - Yr 1	Base	2,600	3,200	4,200	4,800	3,700
Rent Escalation Rate		3.00%				
Base RSA Term		5 to 10 Years				
Renewal Option		(3-4) 5-year options				

Type I - Paging, Community Repeater, Etc.  
Type II - SMR, Narrowband PCS, Etc.  
Type III - ESMR, Broadband PCS, Cellular, Etc.  
Type IV - 6' - 9' Sat Uplink, FM Broadcast, LOS microwave, Etc.

Version CY19-1 as of 29Mar19

## Resource Sharing Agreement Policy

State of Maryland  
 Information Technology Assets  
 Fiber Optics Resource Sharing  
 Standard Pricing Schedule effective July 18, 2019

Company Using State Property to Install its Own Fiber or Conduit	Annual RATE
<b>Across the Fence Method (ATF)</b>	
[Land Value of right of way by unit area] X [length of area occupied] X [width of area occupied] X [rate of return] X [ factor to recognize degree of alienation of area] X [use factor]	
<b>All Tunnels and Bridges **PREMIUM**</b>	
Fiber Rate Calculation = (Rate X (# Strands/200)) X linear feet	\$3.75
Empty Conduit = (# Conduits X Linear Feet X Rate)	\$3.75
<b>Company Using State Owned "Dark Fiber"</b>	
<b>Per Linear Foot (1 to 5279 feet)</b>	
Dark Fiber Rate = (# Strands X Linear Feet X Rate)	\$0.03
<b>Per Mile 1 +</b>	
Dark Fiber Rate = (# Strands X # Miles X Rate)	\$150.00
Annual Maintenance Cost Per Mile	\$250.00
Distance 1 Mile = 5,280 feet	
Rent Escalation Rate	2.50%
Base RSA Term	10 Years
Renewal Option	(2-3) 10-year options

Version CY19-3 as of 18July19

## Resource Sharing Agreement Policy

State of Maryland  
 Information Technology Assets  
 Small Cell Resource Sharing  
 Standard Pricing Schedule effective October, 2019

<b>Non Recurring Fees (one time)</b>	
Non-recurring fee for use on a single pole or strand line owned by the State or Others	\$500.00
Includes first five Antenna Attachments on a single pole or strand line owned by the State or Others	
Additional Antenna Attachment Non-recurring Fee	\$100.00
When the initial application includes 6 or more antenna	
Non-recurring fee for installation of Company new pole (not a collocation)	\$1,000.00
For installation of one pole and any # of Antennas or Attachments on that one new pole	
** Rates include only fiber or copper specifically needed to support the project	
** Rates include only 150 feet of fiber laterals necessary to support the project. Additional fiber charged at the State fiber rate	
<b>Recurring Fees (Annual)</b>	
Annual Rate (\$/ # Antenna/Year)	\$270.00
Each Antenna or Attachment	
** Rates include only fiber or copper specifically needed to support the project	
** Rates include only 150 feet of fiber laterals necessary to support the project. Additional fiber charged at the State fiber rate	
Rent Escalation Rate	None
Base RSA Term	5 to 10 Years
Renewal Option	(3-4) 5-year options

## Resource Sharing Agreement Policy

State of Maryland  
 Information Technology Assets  
 Land Rates for Tower Construction  
 Standard Pricing Schedule effective January 1, 2019

Urban Monthly Rate (\$/Month)	\$2,200.00
Urban = Zones 3 & 4 of Tower Rates	
Rural Monthly Rate (\$/Month)	\$1,200.00
Rural = Zones 1 & 2 of Tower Rates	
Rent Escalation Rate	2.50%
Base RSA Term	5 to 10 Years
Renewal Option	(3-4) 5-year options
** Urban Sublease Adjustment (\$/Month)	\$960.00
** ( to be used for each subleased space on Tower)	
** Rural Sublease Adjustment (\$/Month)	\$560.00
** ( to be used for each subleased space on Tower)	

Resource Sharing Agreement Policy

APPENDIX 4  
Notice of RSA Proposal

Via: Electronic Mail

September 17, 2018

Secretary Michael G. Leahy  
Department of Information Technology  
100 Community Place  
Crownsville, MD 21032

**Re: AgencyX—Tower Resource Sharing Proposal**

Dear Secretary Leahy:

AgencyX has received a Resource Sharing proposal from XXVendorXX. Pursuant to the proposal, AgencyX will license certain space on its tower together with certain ground space, for the company's use and operations of its communications antennas for commercial purposes.

In consideration of the agreement, XXVendorXX will provide monetary compensation to AgencyX. The value of the proposal exceeds \$100,000. Pursuant to State Finance and Procurement Article 3A-307(c)(1)-(2) and DoIT Policy on Resource Sharing, I am submitting the attached proposal documents for your review and approval. Through our Agencies unique internal processes we have validated this proposal as being in compliance with established standards as well as in the best interest of the MD Taxpayer.

Your review and approval of this proposal is greatly appreciated. Upon your approval I request an advertisement has been placed in the eMaryland Marketplace and notification be provided to the Legislative Policy Committee in accordance with 3A-307(c)(3)(i)-(ii). If you have any questions or comments, please contact me at (410)-xxx-xxxx. Thank you for your assistance with this project.

Sincerely,

Name  
Position  
AgencyX

Enclosure

Cc: RSA Program Manager

Resource Sharing Agreement Policy

APPENDIX 5  
Notice of Intent to Renew

Via: Electronic Mail

September 17, 2018

Secretary Michael G. Leahy  
Department of Information Technology  
100 Community Place  
Crownsville, MD 21032

**Re: AgencyX— XXVendorXX – Resource Sharing Agreement, Dated March 19, 2009  
Notice of Intent to Renew for Additional XX (XX) Year Term**

Dear Secretary Leahy:

AgencyX has received formal notice of XXVendorXX's intent and request to renew the above referenced Resource Sharing Agreement. Section X.X of the Agreement provides that the Agreement may be renewed by mutual agreement upon the terms and conditions established there in. AgencyX has reviewed and consider the request for renewal and agrees to exercise its option to renew.

Pursuant to State Finance and Procurement Article 3A-307(c)(1)-(2) AgencyX requests your review and approval of this RSA renewal. The key provision of this agreement are as follows:

Vendor:  
Location:  
RSA Type:  
Renewal Term:  
Renewal Going In Rate:  
Annual Escalations:  
MITDPF Eligible:  
Remaining Renewal Options:

If you have any questions or comments, please contact me at (410)-xxx-xxxx. Thank you for your assistance with this project.

Sincerely,

Name  
Position  
AgencyX

Enclosure

Cc: RSA Program Manager

Resource Sharing Agreement Policy

APPENDIX 6  
Annual Report

Via: Electronic Mail

September 17, 2018

Secretary Michael G. Leahy  
Department of Information Technology  
100 Community Place  
Crownsville, MD 21032

**Re: AgencyX—Annual Report of RSA Program**

Dear Secretary Leahy:

AgencyX is pleased to submit its report on the status of its Resource Sharing Program and managed activities associated with the program throughout Fiscal Year 20XX. This report is submitted in accordance with DoIT RSA Policy. This report describes Fiscal Year (FY) 20XX and the status of those activities from July 1, 20XX through June 30, 20XX.

I certify to the best of my knowledge, that the information contained in this report is comprehensive of all RSA activities within AgencyX.

If you have any questions or comments, please contact me at [Secretary.AgencyX@maryland.gov](mailto:Secretary.AgencyX@maryland.gov) or (410)-xxx-xxxx. .

Sincerely,

Name  
Position  
AgencyX

Enclosure

Cc: RSA Program Manager

Resource Sharing Agreement Policy

APPENDIX 6A Annual Report

(Example Only) DoIT FYXX Report of Sites with Active, Expired But Occupied, Terminated RSAs (Example Only)														
Account #	Agency	County	Location Name	Address	Resource Type	Company	Start of Current Term	Expiration of Current Term	If Renewal Term Then # Years	Active / Expired / Terminated	Past Due Amounts Owed	Annual Compensation Anticipated	Annual Compensation Received	Is all Company Equipment inventoried
DT126	DoIT	Garrett	Flat Pass	Physical Site Address	Tower	Columbia	1/1/2009	1/1/2019	5 Years	EB0	\$0.00	\$25,296.00	\$25,296.00	Yes
DT875	DoIT	Washington	Muddy Point	Physical Site Address	Tower	CC&T	1/1/2009	1/1/2019	5 Years	EB0	\$0.00	\$25,296.00	\$25,296.00	No
DT5588	DoIT	Frederick	New reach	Physical Site Address	Tower	G-Mobile	5/5/2015	5/5/2025	5 Years	Active	\$0.00	\$50,568.00	\$50,568.00	Yes
DT758	DoIT	Frederick	New reach	Physical Site Address	Tower	Carlson	7/7/2017	7/7/2027	5 Years	Active	\$0.00	\$50,568.00	\$50,568.00	No
DT658	DoIT	Frederick	New reach	Physical Site Address	Tower	Springs	6/6/2016	6/6/2026	5 Years	Active	\$0.00	\$50,568.00	\$50,568.00	Yes
DT598	DoIT	Frederick	New reach	Physical Site Address	Tower	Saroy	5/5/2015	5/5/2025	5 Years	Active	\$0.00	\$50,568.00	\$50,568.00	Yes
DT64459	DoIT	Montgomery	Community Support	Physical Site Address	Fiber	Helmshelter	6/6/2016	6/6/2026	10 Years	Active	\$234,968.64	\$244,759.00	\$479,727.64	Yes
DT42	DoIT	Anne Arundel	Ego Alley	Physical Site Address	Small Cell	G-Mobile	2/2/2019	2/2/2029	5 Years	Active	\$0.00	\$2,100.00	\$2,100.00	Yes
DT875	DoIT	Anne Arundel	Ego Alley	Physical Site Address	Small Cell	CC&T	6/6/2016	6/6/2026	5 Years	Active	\$0.00	\$2,100.00	\$2,100.00	Yes
DT92	DoIT	Anne Arundel	Ego Alley	Physical Site Address	Small Cell	Springs	9/9/2009	9/9/2019	5 Years	Active	\$0.00	\$2,100.00	\$2,100.00	Yes
DT52	DoIT	Anne Arundel	Ego Alley	Physical Site Address	Small Cell	Link Labs, LLC	5/5/2015	5/5/2025	5 Years	Active	\$0.00	\$2,100.00	\$2,100.00	Yes
DT638	DoIT	Baltimore	Clear View	Physical Site Address	Tower	Saroy	6/6/2016	6/6/2026	5 Years	Active	\$0.00	\$58,188.00	\$58,188.00	Yes
DT738	DoIT	Baltimore	Clear View	Physical Site Address	Tower	G-Mobile	7/7/2017	7/7/2027	5 Years	Active	\$0.00	\$58,188.00	\$58,188.00	Yes
DT558	DoIT	Baltimore	Clear View	Physical Site Address	Tower	Carlson	5/5/2015	5/5/2025	5 Years	Active	\$0.00	\$58,188.00	\$58,188.00	Yes
DT938	DoIT	Baltimore	Clear View	Physical Site Address	Tower	Springs	9/9/2009	9/9/2019	5 Years	Active	\$0.00	\$58,188.00	\$58,188.00	Yes
DT638	DoIT	Baltimore	Clear View	Physical Site Address	Tower	Atria	6/6/2016	6/6/2026	5 Years	Active	\$0.00	\$58,188.00	\$58,188.00	Yes
DT1038	DoIT	Baltimore	Clear View	Physical Site Address	Tower	Shoreband	10/10/2018	10/10/2028	5 Years	Active	\$55,860.48	\$58,188.00	\$114,048.48	Yes
DT738	DoIT	Baltimore	Clear View	Physical Site Address	Tower	Quickling	1/1/2014	1/1/2019	5 Years	Terminated	\$0.00	\$58,188.00	\$58,188.00	Yes
DT738	DoIT	Baltimore	Clear View	Physical Site Address	Tower	Dorment	7/7/2017	7/7/2027	5 Years	Active	\$0.00	\$58,188.00	\$58,188.00	Yes
DT5588	DoIT	Baltimore	Clear View	Physical Site Address	Tower	AAF Wireless	5/5/2015	5/5/2025	5 Years	Active	\$0.00	\$58,188.00	\$58,188.00	No
DT926	DoIT	Wicomico	Dawsons Creek	Physical Site Address	Tower	Saroy	9/9/2009	9/9/2019	5 Years	Active	\$0.00	\$25,296.00	\$25,296.00	No
DT563	DoIT	Allegany	Deep Woods	Physical Site Address	Fiber	Light pass	5/5/2015	5/5/2025	10 Years	Active	\$0.00	L/E	L/E	Yes
DT563	DoIT	Allegany	Friendly Hollow	Physical Site Address	Fiber	Helmshelter	5/5/2015	5/5/2025	10 Years	Active	\$0.00	L/E	L/E	Yes
DT638	DoIT	Baltimore	Calvert Farms	Physical Site Address	Tower	Atria	6/6/2016	6/6/2026	5 Years	Active	\$0.00	\$58,188.00	\$58,188.00	Yes
DT875	DoIT	Baltimore	Calvert Farms	Physical Site Address	Tower	CC&T	9/9/2009	9/9/2019	5 Years	Active	\$55,860.48	\$58,188.00	\$114,048.48	Yes
DT538	DoIT	Baltimore	Calvert Farms	Physical Site Address	Tower	Saroy	5/5/2015	5/5/2025	5 Years	Active	\$0.00	\$58,188.00	\$58,188.00	Yes
Total Fiscal Year											\$346,688.60	\$1,231,675.00	\$1,231,675.00	

Resource Sharing Agreement Policy

APPENDIX 6B Annual Report

(Example Only) DoIT FYXX Report of NEW RSA Interest (Example Only)

Account #	Agency	County	Location Name	Address	Resource Type	Company	Date Notified of Interest	Proposed Start of New Agreement	Annual Compensation Anticipated	Agency Decision on Request	Notification to DoIT
DoIT	Allegany		Friendly Hollow	Physical Site Address	Fiber	Helmshelter	8/2/2018	8/2/2019	\$63,523.00	Approved	Yes
DoIT	Baltimore		Calvert Farms	Physical Site Address	Tower	Atria	8/16/2018	8/16/2019	\$58,188.00	Approved	Yes
DoIT	Baltimore		Calvert Farms	Physical Site Address	Tower	CC&T	9/9/2018	9/9/2019	\$58,188.00	Approved	Yes
DoIT	Baltimore		Calvert Farms	Physical Site Address	Tower	Savoy	10/15/2018	10/15/2019	\$58,188.00	Approved	Yes
DoIT	Anne Arundel		Down Town 1	Physical Site Address	Tower	CC&T	8/2/2018		\$0.00	Disapproved	Yes
DoIT	Anne Arundel		Down Town 2	Physical Site Address	Tower	Atria	8/16/2018		\$0.00	Disapproved	Yes
DoIT	Montgomery		Down Town 1	Physical Site Address	Tower	Helmshelter	9/9/2018		\$0.00	Disapproved	Yes
DoIT	Montgomery		Down Town 2	Physical Site Address	Tower	Light pass	10/15/2018		\$0.00	Disapproved	Yes
DoIT	Montgomery		Down Town 3	Physical Site Address	Tower	ARF Wireless	11/15/2018		\$0.00	Disapproved	Yes
									\$238,087.00		

## Resource Sharing Agreement Policy

**APPENDIX 7 RSA TEMPLATE**

**RESOURCE SHARING AGREEMENT  
for co-location on the  
XXXXXXXXXX Tower  
at  
Site address, City, Maryland  
With  
Company**

**State Site Name: XXXXXXXXXXX / XXXXXX Tower City**

**THIS RESOURCE SHARING AGREEMENT** (this "Agreement"), is made by and between the **STATE OF MARYLAND** acting by and through the AGENCY ("MDSTA") (hereinafter **sometimes collectively referred to as "the State"**), and **COMPANY LLC, with a Federal Employer** Identification Number of XX-XXXXXX, and a principal place of business at XXXXX Street, City, State Zip Code (hereinafter referred to as "the Company"). This Agreement shall become effective on the date it is approved by Maryland Board of Public Works (the "Effective Date") with a commencement date of XX Month 20XX ("Commencement Date").

**WHEREAS**, State of Maryland MDSTA owns that certain piece of land located at XXX Street, City, County, Maryland within the area shown on State Plat Map No. 00XX Parcel 0XX0 (the "Site"), which plat has been or is intended to be filed for record with, and electronically recorded in the Maryland State Archives, a reduced copy of which is attached hereto and incorporated herein as **Exhibit A**;

**WHEREAS**, the State owns, operates and controls a 300 foot Self-Supporting Lattice telecommunications tower ("Tower") within a secured fenced-in area (the "Compound") which is located on the Site;

**WHEREAS**, the Company is presently operating certain communications facilities at the Site originally installed pursuant to that certain agreement between the parties dated XX Month 19XX (the "Prior Agreement") which expired in accordance with its terms on XX Month 20XX, and desires to continue to operate such facilities;

**WHEREAS**, subject to the terms and conditions set forth herein, the State is amenable to such continued operations, including the provision of attachment locations upon the Tower for the placement of Company's antennas, cabling and ancillary equipment; and

**WHEREAS**, the parties hereto desire to formalize their understandings with regard to the Company's use of the Site by setting forth their respective rights and obligations in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, the parties hereby agree as follows.

## **1. SITE and AGREEMENT**

**1.1 Agreement Conferred.** State hereby grants Company, and Company hereby receives and accepts from State, a license and privilege to: (i) occupy attachment locations upon the Tower, (ii) extend and connect lines for signal carriage and amplifier power between Company's antenna and Company's equipment upon the ground, (iii) extend and connect utility lines and related infrastructure between Company's Equipment (as defined herein) and suitable utility company service connection points, traverse

## Resource Sharing Agreement Policy

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the Site as reasonably necessary to accomplish Company's purpose contemplated herein; all as more particularly described in **Exhibits B** and **Exhibit C**, which are attached hereto and incorporated by reference herein (hereinafter collectively referred to as the "Plans"). For the purposes of this Agreement, all of Company's equipment installed or located at the Site, including but not limited to, antenna, switches, power supplies, batteries, shelter, generator, accessories, and necessary appurtenances shall be referred to collectively as the "Company Equipment."

1.2 **Acceptance of Site.** By executing and delivering this Agreement, Company accepts the Site, including any improvements located thereon, as suitable for the Company's purposes in their "AS IS, WHERE IS" condition and waives any claims against State related to any defects or their habitability or suitability for any permitted purposes, except as otherwise expressly provided hereunder.

1.3 **Use of Licensed Space.** (a) Company shall use the Site, and Equipment that is placed on the Site, only for operating a wireless communications facility. Company shall conduct such operations and installations in accordance with all applicable laws, rules, regulations and approved plans. The State makes no guarantee or warranty as to the communications performance or coverage of any equipment operating from the Site. The Company shall assume all risk of loss or damage to the Equipment, except for loss or damage caused by negligence or willful misconduct of the State, and in no event shall the State be liable for the maintenance or protection of Company's Equipment (it being understood the State has no obligation to provide security of any kind at the Site or to maintain any portion of Company's Equipment). Notwithstanding the foregoing, the State shall have the right, but not the obligation to provide, install, and implement any necessary security measures in connection with the Tower or Site it deems appropriate, from time to time, to protect and secure the Site.

(b) Company agrees that it shall in no way cause disruption of or interference to the communications equipment of the State and third parties using the Tower under agreement with the State which operations of the State or any third parties predates the Commencement Date, or any intended future communications systems to be installed and used by the State or permitted by the State (collectively the "Tower Users"). Notwithstanding the foregoing or anything in this Agreement to the contrary, the State agrees that other users of the Tower subsequent to Company will only be permitted to install on the Tower communications equipment which does not cause disruption or interference to Company's use of the Site in excess of limits permitted by the FCC.

(c) Company shall maintain, at Company's sole cost, Company's Equipment in a neat, orderly and operable condition, in compliance with all permits, laws, regulations and ordinances, and in a manner consistent with the manufacturer's manual and recommendations. Company shall also, at Company's sole cost, obtain periodic certification recommended within the specifications and tolerances of the Equipment, and shall provide the State with copies of said certifications.

1.4. **Interference.** (a) If, at any time, it is determined by the State that Company's operations disrupt or interfere with its operations on the Tower or those of other Tower users first in right, Company shall promptly take all action necessary to correct such disruption or interference after receipt of notice from the State. Company shall, within twenty-four (24) hours of such notification, eliminate the disruption or interference; provided, however, that until the disruption or interference is actually eliminated, the State may require that the Company keep its Equipment powered down and only power up during brief test periods coordinated with and approved by the State. Company may not at any time whatsoever disconnect or in any way disrupt any frequencies, equipment or facilities of the State or other Tower users. If the problem is not corrected and is incapable of being corrected within ten (10) days of written notice from the State to Company, the State shall have the option of terminating this Agreement without further obligation by either party to the other except as set forth in Section 3 hereof.

## Resource Sharing Agreement Policy

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(b) The parties hereto agree to use all reasonable efforts to cooperate to resolve such disruptions or interference in a mutually acceptable manner. Notwithstanding the foregoing, if such disruptions or interference do occur, the State may, but is not obligated to, enter the Site immediately, without prior notice to the Company and (a) take such nondestructive action with respect to any and all of the Company's Equipment located upon the Site as may be necessary to determine which of the Company's Equipment is causing the disruption or interference, and (b) disconnect power to such disrupting or interfering Equipment immediately. In the event the State disconnects the power to any of the Company's Equipment, the State will verbally notify such person or office of Company as set forth in Section 19 of this Agreement or to such other person or office of Company designated by Company to the State in writing from time to time.

(c) The State agrees to include a similar provision in any subsequent or contemporaneous license agreements for tower space on the Tower in order to protect Company's operations.

### **2. Installation.**

**2.1 Analysis and Inspection.** The State shall have the right to determine in its sole discretion if a tower analysis shall be performed. If the tower analysis indicates a need for reinforcements to properly support the addition of Company's antenna(s) and any other tower top mounted equipment and not cause undue stress to the preexisting antennas or Tower itself, Company shall be responsible for adding such reinforcements as so determined by the State, except that if the cost of the reinforcements is determined by Company to be excessive, Company may terminate this Agreement immediately without further liability. The cost for this tower analysis and reinforcements shall be paid by Company. The State shall have the right to select the company to perform the tower analysis, and the tower reinforcements. Any reinforcements to the Tower shall become the property of the State at no cost or charge to the State. At the completion of the initial installation and any subsequent installations of Company's Equipment at any time during any Term, Company shall have an inspection of all tower mounted equipment and hardware to verify that the final installation meets all specifications as per the approved plans. This inspection shall be performed by a tower company pre-approved by the State (such pre-approval not to be unreasonably withheld, conditioned or delayed) and the cost of the inspection shall be paid by Company.

**2.2 Plans and Specifications.** Prior to commencing installation of its Equipment on the Site, Company shall submit to the State for its approval, plans and specifications for installation of the Equipment (including, without limitation, all electric lines) and the name of the proposed contractor together with a description of the contractor's experience and such other information as the State may reasonably request from time to time with respect to this Agreement. The State shall review and respond to the proposed plans and specifications and proposed contractor within thirty (30) days and shall not unreasonably withhold its approval of them. Company shall not commence installation of its Equipment until (i) the State has approved the plans and specifications and contractor, (ii) Company has provided the State with copies of all necessary permits, and (iii) Company has provided to the State certificates of insurance required under this Agreement. The State's approval of the plans and specifications and contractor is exclusively for its benefit and shall impose no liability upon the State. Equipment shall be installed in accordance with the approved plans and specifications and, if the State so requests not later than its approval of the plans and specifications, bear identifying labels provided by the State.

### **2.3 Modifications and Utilities.**

(a) Company accepts the present condition of the Tower and the Site and the State shall not be required to modify the Site for the requirements of Company. Company may request, in writing, permission from the State to modify Company Equipment or the Site and Company may only make such modifications

## Resource Sharing Agreement Policy

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and improvements as are approved by the State in writing. Company shall be solely responsible for all costs of the modifications and improvements. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by State in connection with a proposed modification, and Company will be responsible for all fees and costs in connection with any such studies. Any approved modification shall be evidenced by an amendment to **Exhibits B** and **Exhibit C** as applicable. As of the termination or expiration of this Agreement, the State shall have the option of requiring Company, at Company's sole expense, to remove any or all permitted modifications and improvements in order to restore the Site to its original condition as existed at the Commencement Date. If the State does not require removal, then they shall become the property of the State without compensation to Company.

(b) Company shall make all arrangements for power, telephone and fiber service which Company requires, and the State grants to Company a license and its prior approval to have such lines, as are required, installed for such service to the Ground Space described in Exhibit B in accordance with, and only in accordance with, the plans and specifications approved by the State. Company shall pay for all utilities consumed by its Equipment and usage and shall indemnify and hold the State harmless for any such utility fees. The State shall not be liable for any interruptions or failures of utility services in or to the Site or to Company's Equipment.

### 3. Term

3.1 **Term of Agreement:** This Agreement shall be for an initial term of ten (10) years ("Initial Term") beginning on the Commencement Date and expiring at 11:59:59 p.m. Eastern Standard Time on 30 April 2029. This Agreement shall automatically renew on the terms and conditions set forth herein for four (4) successive renewal terms of five (5) years each (any renewal period is hereinafter referred to as a "Renewal Term") unless: (i) either party provides the other party written notice that it elects not to renew this Agreement at least one year prior to the expiration of the Initial Term or the then current Renewal Term or (ii) provided at the time of renewal the Company is in default of its obligations hereunder. The Initial Term and such any Renewal Term(s) may sometimes be collectively referred to herein as the "Term".

3.2 **Early Termination:** Notwithstanding the above or anything in this Agreement to the contrary, upon thirty (30) days written notice to the other party, either party may terminate this Agreement, without liability to the other except as set forth in Sections 11 and 13 hereof, whenever it determines that such termination is in its best interest. In the event that either party terminates this Agreement, that portion of the Company Fee paid by Company in advance and attributable to such period of time after termination shall be refunded to Company based on a daily adjustment of the Annual Agreement Fee prepaid. In the event of termination of this Agreement pursuant to this Section, the State shall not be responsible or liable for (i) the cost of removal of Company's Equipment from the Site, or (ii) the cost of relocation of Company's Equipment to another site.

3.3 **Rights and Duties upon Expiration and Termination.** At expiration or earlier termination of this Agreement, Company shall coordinate with the State for the safe removal of Company's Equipment and shall then promptly remove all of its Equipment in a manner that will not damage or interfere with the uses of the Tower or Site at that time and in a manner compliant with all applicable laws, rules and regulations. Company shall leave the Tower and Site in good order and repair, ordinary wear and tear excepted. If the Equipment has not been removed within ninety (90) days of the termination or expiration of this Agreement, the State shall have the right at its option to remove and dispose of any or all of the Equipment as it deems fit or, alternatively, at the State's option, to keep any or all of the Equipment as the State's own property at no cost or charge to the State. In the event the State incurs costs or charges associated with the removal or disposition of the Equipment, the amount of such costs and charges shall be

## Resource Sharing Agreement Policy

owed by Company to the State. Any proceeds from the disposition of the Equipment may be retained by the State as compensation.

3.4 **Hold Over:** Should Company hold possession of the Site or any portion thereof after the date upon which the expiration or earlier termination of this Agreement, Company will become a Hold Over Tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to the Term and, during any such month-to-month period, Company shall pay a monthly Agreement fee in an amount which is one twelfth (1/12th) of one-hundred twenty-five percent (125%) of the Annual Agreement Fee that was payable by Company during the immediately preceding year. Company will continue occupancy from month-to-month until terminated by the State or Tenant by the giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as a consent by the State to the occupancy or possession of the Site by Company.

### 4. Agreement Compensation

4.1 **Annual Fee.** Company shall timely pay all fees and charges outlined in this Agreement. An annual fee, subject to adjustment in accordance with the table below (the “Annual Fee”), shall be paid in accordance with the table below. Payment of the Annual Fee for year one of the Term shall be paid in full on the Commencement Date. The Annual Agreement Fee thereafter shall be paid in full on the anniversary of the Commencement Date.

<u>Initial Term</u>	<u>Annual Agreement Fee</u>	<u>Option 1</u>	<u>Annual Agreement Fee</u>	<u>Option 2</u>	<u>Annual Agreement Fee</u>	<u>Option 3</u>	<u>Annual Agreement Fee</u>	<u>Option 4</u>	<u>Annual Agreement Fee</u>
Year 1	\$42,000.00	Year 11	\$56,444.49	Year 16	\$65,434.63	Year 21	\$75,856.67	Year 26	\$87,938.67
Year 2	\$43,260.00	Year 12	\$58,137.82	Year 17	\$67,397.67	Year 22	\$78,132.37	Year 27	\$90,576.83
Year 3	\$44,577.80	Year 13	\$59,881.96	Year 18	\$69,419.60	Year 23	\$80,476.34	Year 28	\$93,294.14
Year 4	\$45,894.53	Year 14	\$61,678.42	Year 19	\$71,502.19	Year 24	\$82,890.63	Year 29	\$96,092.96
Year 5	\$47,271.37	Year 15	\$63,528.77	Year 20	\$73,647.25	Year 25	\$85,377.35	Year 30	\$98,975.75
Year 6	\$48,689.51								
Year 7	\$50,150.20								
Year 8	\$51,654.70								
Year 9	\$53,204.34								
Year 10	\$54,800.47								

4.2 **Where payable.** The Company shall pay the Annual Fee and any Additional Agreement Fee, in lawful currency of the United States of America, to the “State of Maryland Major Information Technology Development Project Fund” by delivering or mailing payment to the Department of Information Technology, Finance and Accounting Division, 100 Community Place, Crownsville, Maryland 21032-2022, or to such other address or in such other manner as DoIT from time to time specifies by written notice to the Company. Payment must reference the Company Site Number: RSA55XXRSA5, and State Site Name: XXXXXXXX Tower, XXXXX County. Company agrees that, if any payment to be made under this Agreement is not received by State by the date it is due, Company will pay State a late fee of Five Percent

## Resource Sharing Agreement Policy

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(5%) for each month or partial month that elapses until said payment is received by State. Imposition of late fees is not a waiver of State's right to declare this Agreement in default if the Annual Compensation or any other payment is not made when due.

### **5. Access**

Subject to the terms of this Section, the State grants to Company the right of ingress and egress through the Property on a twenty-four (24) hour basis for the purpose of installation and maintenance of its Equipment. Notwithstanding the foregoing or anything to the contrary in this Agreement, access to the Tower shall only be with an escort that the State provides at no additional charge to Company. Prior to receiving access to the Tower, Company shall give the State at least seventy-two (72) hours notice, except in the case of emergency situations. The State shall supply Company with an emergency telephone number of the escort personnel, which shall be available on a twenty-four (24) hour basis in emergency situations at no charge to Company. In emergency situations, reasonable notice shall be given by Company to the State prior to receiving access to the Tower. In the event of such emergency, access to the Tower by the Company shall nevertheless require an escort. The State's operational requirements shall take precedence over Company's access requirements, within reason.

### **6. Governmental Approvals**

6.1 It is understood and agreed that Company's ability to use the Site is contingent upon Company's obtaining, at Company's cost, all of the certificates, permits, licenses and other approvals required by federal, State and local authorities. The State entering into this Agreement does not constitute approval by the State of Maryland of the project or use contemplated by the Company, nor does it constitute an exemption from any certificates, permits, licenses, or other approvals that would otherwise be applicable. Company shall deliver to the State copies of all the certificates, permits, licenses, or other approvals that it has obtained before Company initiates any installation or activity necessitating such documents. In the event of Company's failure to obtain any certificate, permit, license or approval, or in the event of a lapse of any of the foregoing, Company agrees to make a good faith effort to procure or renew same and all use of the Site by Company shall cease until such certificates, permits, licenses and other approvals required by federal, State and local authorities are obtained or renewed, as the case may be. However, during the period in which Company ceases to use the Site pursuant to this Section 10(a), Company shall be fully responsible for the full amount of the Annual Fee payable hereunder.

6.2 If Company is unable to obtain or maintain any licenses, permits or other approvals required by any federal, State or local authority for Company's use of the Site or for the installation or use of the Equipment, Company may terminate this Agreement upon three (3) months written notice to the State.

### **7. Taxes**

Company acknowledges that it may owe certain taxes to the State of Maryland as a result of this Agreement, or its activities within Maryland, including but not limited to, its use and occupancy of the Site. Company shall pay promptly when due all taxes assessed in connection with Company's use and occupancy of the Site, and all taxes due in connection with Company's business operations in the State of Maryland including but not limited to, Federal and State income taxes, retail sales taxes, employment taxes, and Real Property taxes assessed against Company pursuant to Section 6-102(e) of the Tax- Property Article of the Annotated Code of Maryland (1994 volume, as amended from time to time).

### **8. Insurance**

## Resource Sharing Agreement Policy

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8.1 Company shall maintain at its expense and throughout the Term insurance against loss or liability in connection with bodily injury, death, property damage or destruction arising under this Agreement or out of the use of the Site by Company or its agents, employees, officers, invitees, visitors, and guests, under one or more policies of Commercial General Liability (CGL) insurance having such limits as to each as are reasonably required by the State from time to time, but in any event of not less than a minimum coverage of \$2,000,000 combined single limit per occurrence, and containing broad form CGL Endorsement or its equivalent.

8.2 The Commercial General Liability policy shall: (a) name the State of Maryland and the State as additional insureds thereunder; (b) by its terms as it relates to the acts of Company be considered primary and non-contributory with respect to any other insurance (if any) carried by the State of Maryland or its successors and assigns; (c) by its terms, provide the State with thirty (30) days prior written notice before cancellation, non-renewal, or material change to a policy; and (d) be issued by an insurer of recognized responsibility licensed to issue such policy in Maryland. Company shall obtain from its insurer and deliver to the State a certificate to evidence that the State of Maryland and the State are named as additional insureds on the Company's CGL policy and will be given thirty (30) days notice prior to cancellation, non-renewal, or material change to the policy.

8.3 Company shall also provide and maintain the following insurance with such insurance companies that are authorized to do business in the State of Maryland (which policies shall cover claims resulting from the operations of subcontractors), and Company shall require any and all contractors and subcontractors to procure and maintain in good standing the same types and amounts of insurance required of Company specifically, including contractual liability.

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	In accordance with the laws of the State of Maryland
Employers Liability	\$2,000,000.00 each occurrence
Comprehensive Automobile Liability	\$1,000,000.00 each occurrence

8.4 Certificates for the above insurance, including contractual indemnification liability, shall be furnished to the State prior to the time that Company enters on the Site and shall state that the State be given at least thirty (30) days written notice prior to any material change in, or cancellation of, the coverage indicated thereon.

### **9. Rf Radiation Compliance**

If at any time it is determined by the State that Company's transmission of RF signals pose a health threat as defined in OSHA Standards – 29CFR regarding Nonionizing Radiation – 1910.97, to tower climbing personal, Company shall reduce power or cease operations entirely in order to achieve a safe work environment. The State will provide 24 hours notice prior to any scheduled tower activities that will require RF power reduction by the Company. In the event of emergency situations, as determined by the State, the State may require that Company immediately reduce RF power or cease all transmission operations. Contact information for the Company's representative with authority to reduce or turn off power to the transmission equipment, or designee, must be provided and kept current.

## Resource Sharing Agreement Policy

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### **10. Indemnification**

In addition to the insurance required under Section 8, Company shall indemnify and hold harmless the State, its employees, agents, and officers and the State against and from any and all claims, obligations, liabilities, costs and attorney's fees, which may arise out of any bodily injury, death or property damage (including reasonable attorney fees) related to, involving or arising, in whole or in part, from any act or failure to act or out of the use, occupancy, conduct, or operation, construction, maintenance or management of or upon any portion of the Site or Tower by the Company, its principals, contractors, employees, agents, lessees or invitees, including, by way of example only: (a) any work or thing whatsoever done or not done on the Site during the Term by or on behalf of the Company; or (b) any breach, default or Event of Default by the Company in performing any of its obligations under the provisions of this Agreement or applicable law. Company agrees that the indemnification as described in this Section 10 shall include any liability or claim of liability that occurs during the Term (or that occurs after the expiration of the Agreement where the Company has obligations under this Agreement that remain incomplete following the expiration or the Agreement), even if the injury does not become apparent or does not manifest itself until after expiration of this Agreement. This Section shall survive the termination of this Agreement.

### **11. Fire and Casualty.**

11.1 If during the Term the Site or the Company's Equipment are destroyed or materially damaged (so the Company determines that the Company cannot continue to operate) by fire or other casualty (e.g., floods, tornados, cyclones, blizzards, etc.), the State shall have the option, in its sole discretion, to: (i) permit the Company to proceed to restore the Site at Company's sole cost; (ii) proceed itself to restore the Site only to the extent of insurance proceeds, if any, received by the State from the State Insurance Program; or (iii) elect to terminate this Agreement as of the date of the fire or other casualty, provided that the State notifies Company in writing of such election to terminate. In the event of such destruction or material damage by fire or other casualty and Company determines Company cannot continue to operate on the Site, Company shall also have the right, at Company's sole discretion, to terminate this Agreement provided Company notifies the State in writing of such election to terminate.

11.2 In the event this Agreement is terminated pursuant to Section 11, then: (i) Company shall pay to DoIT the Agreement Fee due and payable by Company hereunder and accrued through the date of such damage or destruction; (ii) DoIT shall refund to Company all prepaid Agreement Fees for periods beyond such damage or destruction; (iii) Company shall immediately remove Company's Equipment which create a hazard or other threat to public safety; and (iv) the parties will follow the procedures and conditions set forth in Section 2 of this Agreement; provided, however, that the State will release Company from its obligations to restore the Site, except as specified in Section 11.3 below.

11.3 Notwithstanding anything contained in any provision of this Agreement to the contrary, if any damage to the Site, Tower, or the Property is caused by or results from any act, failure to act or omission of Company, or any of its officers, contractors, employees, or agents, then Company shall perform or pay to the State and/or to any Tower Users, as applicable, the cost of all repairs and restoration required to restore the Site, Tower or Property or any other Tower Users equipment or facilities (including all improvements that had been made thereto) to the condition that existed prior to such damage. However, if the State elects not to restore the Site, Tower, or Property, Company shall pay to the State or to any other Tower Users, as applicable, on a fully installed replacement cost basis, the cost of facilities, property, or equipment that have been damaged or destroyed by said act, failure to act or omission of Company, or any of its officers, contractors, employees, or agents.

### **12. Assignment**

## Resource Sharing Agreement Policy

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The State's interest in the Site, Tower, and Property, or any equipment or facilities of the State shall not be encumbered or subordinated by any action taken by Company. Company hereby acknowledges and agrees for itself and its successors and assigns that it will not: (a) assign any of its rights under this Agreement; or (b) make or permit any voluntary or involuntary total or partial sale, lease, sublease, assignment, conveyance, license, mortgage, pledge, encumbrance or other transfer of any or all of the Site or the occupancy or use of the Site (each of which is hereinafter referred to as a "Transfer") without first obtaining the express written consent thereto by the State (which consent shall not constitute a consent to any subsequent Transfer), including any necessary consent by the Board of Public. The use of the terms "sale", "lease", "sublease" and such other terms herein shall not be interpreted in any manner that would give Company, or any permitted assignee of Company, anything other than a mere right of use under this Agreement, it being understood and agreed by Company that no interest in the Site, or any other property, equipment, facilities, or improvements owned by the State or the State of Maryland is created or intended to be created by this Agreement. Any person to whom any Transfer is attempted without such consent of the State shall have no claim, right or remedy whatsoever hereunder against the State or the State of Maryland, and neither the State nor the State of Maryland shall have a duty to recognize any person claiming under or through the same. No Transfer made with or without the consent of the State and the Board of Public Works shall alter or impair the obligations of Company hereunder before such Transfer. Company shall only be released from its obligations hereunder upon a Transfer approved as set forth herein and only if Company's assignee agrees in writing to assume all of Company's obligations hereunder.

### 13. Event Of Default

13.1 It shall be an event of default ("Event of Default") if the Company:

(i) fails to pay any Annual Fee, Additional Fee, or other sum which it is obligated to pay by any provision of this Agreement, which failure has continued for a period of fifteen (15) days after written notice thereof from the State to Company; or

(ii) fails to perform any of its other obligations under the provisions of this Agreement, which failure has continued for a period of thirty (30) days after written notice thereof from the State or DoIT to Company [or, if such Event of Default is not reasonably curable within such thirty (30) day period, to begin to cure such Event of Default within such thirty (30) day period and to diligently pursue such cure thereafter until it is fully cured]. Notwithstanding the foregoing, no such notice of default shall be required to be given, and (even if the State gives such notice) Company shall be entitled to no such grace period: (1) in any emergency situation in which, in the State's reasonable judgment, it is necessary for the State to act to cure such Event of Default without giving such notice, (provided, however, in such a case Company shall pay to the State, immediately upon demand, all costs and expenses incurred by the State in curing the default); or (2) where an Event of Default occurs more than twice during any twelve (12) month period (regardless of whether the current Event of Default is the same as any previous Event of Default for which a notice was given).

13.2 On the occurrence of an Event of Default, the State may:

(i) terminate this Agreement by giving written notice of such termination to the Company (which termination shall be effective as of the date of such notice or any later date specified by the State therein;

(ii) cure such Event of Default and charge Company all the costs, expenses or liabilities incurred while performing such cure; and

## Resource Sharing Agreement Policy

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(iii) pursue any combination of such remedies and any other right or remedy available to the State on account of such Event of Default under this Agreement at law or in equity.

### **14. Liens**

14.1 The State's interests in the Site and any other equipment, property, facilities or improvements owned by the State, or in which the State has an interest, may not be encumbered or subordinated by any action taken by Company or any successor or permitted assignee. Company acknowledges it has no authority, express or implied, to encumber, and hereby agrees it shall not encumber, the Site or any equipment, property, facilities, or improvements located on or in the Site to which legal or equitable title is held by, transferred to or is to be transferred to the State under this Agreement, nor shall Company take any action resulting in a lien on the State's interest in the Site, including, by way of example only, the granting of a security interest in such interest of the State's under the Commercial Law Article of the Annotated Code of Maryland. Company acknowledges that pursuant to State of Maryland law a mechanic's lien may not be filed against State property. Notwithstanding the foregoing, if a lien is wrongfully placed on the Site or any of the State's equipment, property, facilities, or improvements located thereon by reason of labor or materials provided for Company, by reason of any act or omission of Company, or by Company's use or occupancy of the Site, Company shall:

(a) immediately after it is filed or claimed, have released (by bonding or otherwise) any lien filed or claimed; and

(b) defend (at the State's option), indemnify and hold harmless the State of Maryland and the State against and from any and all liability, claim of liability or expense (including, by way of example rather than of limitation, reasonable attorneys' fees) alleged against the State on account of any such lien or claim.

14.2 Nothing in the provisions of this Agreement shall be deemed in any way: (i) to constitute the State's consent or request, express or implied, that any contractor, subcontractor, laborer or material man provide any labor or materials for any alteration, addition, improvement or repair to any or all of the Site, or to the State's equipment, property, facilities, or improvements located on the Site or Property; (ii) to give Company any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any lien against any or all of the Site, the equipment, property, facilities, or improvements located on the Site, or the State's estate or interest in any of the foregoing; or (iii) to evidence the State's consent that the Site, or any of the State's equipment, property, facilities, or improvements located on the Site or Property be subjected to any such lien.

### **15. Waiver**

The waiver at any time by the State of any particular provision or right under this Agreement shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatever.

### **16. Representations and Warranties**

The Company hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

Resource Sharing Agreement Policy

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, and that it shall not become so in arrears during the term of this Agreement;

(c) It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and

(d) It shall obtain, at its expense, all Agreements, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

**17. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties with respect to this Agreement.

**18. Severability.**

In the event that any one or more provisions of this Agreement are determined to be invalid or unenforceable, the balance of this Agreement shall remain valid and in full force and effect.

**19. NOTICES**

Except as provided in Exhibit D, any notice or other communication hereunder shall be given in writing, and be deemed to have been given upon receipt (or refusal of receipt) if delivered personally, or sent by overnight courier, or sent by certified or registered mail, postage prepaid, to the other party at the address set forth below:

If to the State:

Maryland Department of XXXXXX XXXXXXXX  
C / O Director of XXXXX XXXXXXXX  
XXXXX Street  
City, MD XXXXX

If to the Company:

EXCELLENT WIRELESS TELECOM  
Attn: Property Services / Site RSA55XXRSA5  
XXX Excellent Wireless Telecom Parkway  
City, State, XXXXX-XXXX

Any notice or communication to the State shall reference the Site by including: (i) the Company name, (ii) The Company Site Number: RSA55XXRSA5, (iii) State Site Name: XXXXXX Tower, County,

State or Company may from time to time designate any other address for this purpose by giving written notice to the other party.

**20. Survival.**

## Resource Sharing Agreement Policy

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The termination or expiration of this Agreement shall not impair any rights of the State or obligations of Company hereunder, with the exception of those rights and obligations that clearly must terminate by implication.

### **21. Exhibits.**

Each writing, document, or plat referred to herein as being attached as an exhibit is hereby made a part hereof.

### **22. Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

### **23. Applicable Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

### **24. Headings.**

The headings contained in this Agreement are for purposes of convenience and reference only, and shall not affect in any way the meaning or interpretation of this Agreement.

### **25. Hazardous Substances.**

Company agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property or Site in violation of any law or regulation. Company shall defend, indemnify and hold harmless the State, its agents and employees, from and against any and all losses, liabilities, claims and costs (including reasonable attorneys' fees and costs) arising from (i) any breach of any representation, warranty or agreement contained in this paragraph and (ii) any breach of any law or regulation pertaining to Hazardous Materials by, or resulting from the action of, any agent, employee or contractor of Company. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements, as hereafter defined) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Site). This Section shall survive the termination of this Agreement.

### **26. Non-Discrimination.**

Company agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably

## Resource Sharing Agreement Policy

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preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying contract or subcontract except a contract or subcontract for standard commercial supplies or raw materials; and (c) to post and to cause such contractors or subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**The Next Page is the Signature Page**

Resource Sharing Agreement Policy

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the above date.

**COMPANY:**  
**Excellent Wireless Telecom**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MARYLAND DEPARTMENT OF XXXXXXXXXXXXXXX

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for form and legal sufficiency on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

Resource Sharing Agreement Policy

Approved by the Board of Public Works of Maryland at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, as Item No. \_\_\_\_\_.

WITNESS:

STATE OF MARYLAND  
BOARD OF PUBLIC WORKS:

BY: \_\_\_\_\_  
Sheila C. McDonald  
Executive Secretary

BY: \_\_\_\_\_(SEAL)  
Lawrence J. Hogan Jr., Governor

BY: \_\_\_\_\_(SEAL)  
Nancy K Kopp, Treasurer

BY: \_\_\_\_\_(SEAL)  
Peter Franchot, Comptroller

Resource Sharing Agreement Policy

**EXHIBIT A**  
**RESOURCE SHARING AGREEMENT**  
for co-location on the  
**XXXXXXXXXX Tower**  
at  
Site address, City, Maryland  
With  
Excellent Wireless Telecom



Resource Sharing Agreement Policy

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**EXHIBIT B**  
**RESOURCE SHARING AGREEMENT**  
**for co-location on the**  
**XXXXXXXXXX Tower**  
**at**  
**Site address, City, Maryland**  
**With**  
**Excellent Wireless Telecom**

The Premises shall consist of the following:

1. Ground space sufficient to accommodate the Equipment listed on **Exhibit C**. The location of the ground space shall be as reasonably determined by MDSTA.
2. Tower space sufficient to accommodate the installation, operation and maintenance of the Equipment listed on **Exhibit C**. The base of the antenna(s) shall be at a height of XXX feet not to exceed tip height of XXX feet.
3. The Premises are depicted as follows:

Resource Sharing Agreement Policy

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**EXHIBIT C**

**RESOURCE SHARING AGREEMENT**

for co-location on the  
XXXXXXXXXX Tower

at

Site address, City, Maryland

With

Excellent Wireless Telecom

**Company's Facilities**

**Installed or Constructed by or for the Company**

FCC ASR# \_\_\_\_\_

Company Rad Center      XXX feet to XXX feet      \_\_\_\_\_

Latitude:      39.XXXXXXXXX      Longitude:      -76.XXXXXXX

<b>Mounting Details</b>	<b>Antenna #1</b>	<b>Antenna #2</b>	<b>Antenna #3</b>	<b>Antenna #4</b>
Base of mount AGL (feet)				
Base of antenna AGL (feet)				
Antenna tip height (feet)				
Clearance above ant. (feet)				
Clearance below ant. (feet)				
Total vertical space (feet)				
Tower leg				
Orientation From North				
<b>Antenna Details</b>				
Manufacturer				
Model/Part #				
Gain (db)				
Length				
Weight				
Wind load sq. ft.				
<b>Antenna Mount/Stand-off</b>				
Manufacturer				
Model/Part #				
Stand-off size (feet)				
Mount size (vertical)				
Mount weight				
<b>Cables/ Wave guide</b>				
Manufacturer				
Type/size				
<b>RF Details</b>				
Call Sign				
TX Frequency				
Rx Frequency				

## Resource Sharing Agreement Policy

Emission Designator				
<b>Mounting Details</b>	<b>Antenna #5</b>	<b>Antenna #6</b>	<b>Antenna #7</b>	<b>Antenna #8</b>
Base of mount AGL (feet)				
Base of antenna AGL (feet)				
Antenna tip height (feet)				
Clearance above ant. (feet)				
Clearance below ant. (feet)				
Total vertical space (feet)				
Tower leg				
Orientation From North				
<b>Antenna Details</b>				
Manufacturer				
Model/Part #				
Gain (db)				
Length				
Weight				
Wind load sq. ft.				
<b>Antenna Mount/Stand-off</b>				
Manufacturer				
Model/Part #				
Stand-off size (feet)				
Mount size (vertical)				
Mount weight				
<b>Cables/ Wave guide</b>				
Manufacturer				
Type/size				
<b>RF Details</b>				
Call Sign				
TX Frequency				
Rx Frequency				
Emission Designator				

Base Stations and Cabinets (include combiners, duplexers); If available, attach Rack Elevation Drawing

Equipment Description	Manufacturer	Model	Physical Dimensions (w x h x d)	Cabinet/Rack #	AC and/or DC Power Requirements

## Feed Lines

Line #	Manufacturer	Size	To Rack/Cabinet #	To Cable Port	To Antenna #
1					
2					
3					

Resource Sharing Agreement Policy

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**EXHIBIT D**

**RESOURCE SHARING AGREEMENT**

**for co-location on the  
XXXXXXXXXXXX Tower  
at  
Site address, City, Maryland  
With  
Excellent Wireless Telecom**

**STATE AND COMPANY CONTACTS AS REQUIRED BY SECTION 5**

■ State CONTACTS for gaining access to the Site (See **Section 19**):

■ Non-emergency access (72 hours advance notice required):

Name: XXXXX XXXXXX  
Address: XXXXX Street  
City, State, MD XXXXX  
Telephone numbers: 410-XXX-XXXX  
Email: XXXXX.XXXXX@maryland.gov

■ Emergency access (24 hour advance notice required):

Name: XXXXX XXXXXX  
Address: XXXXX Street  
City, State, MD XXXXX  
Telephone numbers: 410-XXX-XXXX  
Email: XXXXX.XXXXX@maryland.gov

■ Company CONTACTS:

■ Non-emergency Contact:

Name:  
Address:  
  
Telephone numbers:  
Email:

■ Emergency Contact:

Name:  
Address:  
  
Telephone numbers:  
Email:

Resource Sharing Agreement Policy

**EXHIBIT E**

**RESOURCE SHARING AGREEMENT**

**for co-location on the  
XXXXXXXXXX Tower  
at  
Site address, City, Maryland  
With  
Excellent Wireless Telecom**

**CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [[Title]] and the duly authorized representative of [[State]] and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_) (foreign \_\_\_) limited liability company (specify form of entity) registered, to the extent registration is required of a limited liability company, in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in this Agreement, and executed by me for the purpose of obtaining the

Resource Sharing Agreement Policy

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Agreement to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

[[State]]

By: \_\_\_\_\_

[[State: Name/Title/Company]] (Authorized Representative and Affiant)

Date: \_\_\_\_\_, 20 \_\_\_\_

Resource Sharing Agreement Policy

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APPENDIX 8

Documents Required for RSA File

- 1. RSA Proposal Application
- 2. Executive Summary
- 3. Value of Proposed Consideration to the State
- 4. Concept Plans (maps and drawings)
- 5. Tower and Shelter Request Form or DoIT Fiber Team documentation with approvals (as applicable)
- 6. Attorney General Documentation of Legal Sufficiency
- 7. DoIT Statement of Review and Valuation
- 8. eMaryland Marketplace Synopsis (if applicable)
- 9. Legislative Policy Committee Synopsis and Approval (if applicable)
- 10. Board of Public Works Synopsis and Approval (if applicable)
- 11. Complete Signed Resource Sharing Agreement
- 12. Complete Inventory of all Company Equipment
- 13. All Required Insurance Documents

## Resource Sharing Agreement Policy

## APPENDIX 9

**Fiber Specifications**

1. On each Segment, whether Existing State Fiber or Company Fiber, the Company shall test all fibers in each direction using an Optical Time Domain Reflectometer (OTDR) configured for 1550 nm operation.
  - a. The tests shall be performed at each lateral point of presence.
  - b. The Company shall provide the State five (5) hardcopies of the OTDR signal traces and two (2) soft copies of the OTDR signal traces on CD ROM media in a format acceptable to the State.
2. The fibers provided to the State by the Company shall be the highest quality single mode fiber that meets or exceeds specifications stipulated by ITU G.826 (latest revision) for single mode fiber to operate in the 1550 nm wavelength window.
3. Equipment installed by the Company for the State shall meet or exceed specifications stipulated by ITU G.826 (latest revision) for single mode fiber to operate in the 1550 nm wavelength window.
4. All fiber splices shall be permanent fusion splices and shall meet the following splice standards:
  - a. The loss value of a pigtail connector and its associated splice shall not exceed 0.50 dB. This value does not include the insertion loss from its connection to the FDP. For values greater than this, the splice shall be broken and re-spliced until an acceptable loss value is achieved.
  - b. During installation, the objective for each splice shall be a loss of 0.15 dB or less. If, after three attempts, the Company is not able to produce a loss value of less than 0.15 dB, then 0.25 dB will be acceptable. Each splicing attempt shall be documented on the data sheet.
  - c. During end-to-end testing of a span (a span shall be FDP to FDP), the objective for each splice shall be a bi-directional average loss of 0.15 dB or less. The actual measured value shall be documented on the data sheet.
  - d. The typical budget for each fiber span shall be calculated by using the following assumptions: average bi-directional loss of 0.10 dB or less for each splice, average bi-directional loss of 0.50 dB or less for each pigtail connector and its associated splice plus 0.22 dB/km @ 1550 nm or 0.25 dB/km @ 1625 nm for fiber attenuation. For example, if a given span is 100 km, has 10 splices and 2 pigtail terminations, each flow @ 1550 nm shall have total bi-directional loss of 21 dB or less [(10 splices x 0.10 dB) + (2 terminations x 0.50 dB) + 100 km X 0.22 dB) = 23 dB] Each individual splice may have a bi-directional loss of 0.15 dB or less, but the average bi-directional splice loss across the span shall be 0.10 dB or less.
  - e. All Segments, including laterals, shall be protected from foreign voltage and grounded with an industry accepted system.
  - f. The fibers shall be terminated to the FDP with Ultra SC-PC connectors (typical return loss of 0.50 dB), unless another type of connector is specified by the authorized State Engineer. Pigtails shall be manufactured with Siccior standard single mode fiber or equivalent.
  - g. Inspections will be conducted by the DoIT- Fiber Division during construction to ensure Company compliance with these industry standards and the quality of the installation. Satisfactory results of final construction inspections are a prerequisite to final installation and final approval of a Permit for the Company to enter the Permit Areas and access areas after initial installation.

Resource Sharing Agreement Policy

Appendix 10 BPW Template

Contact: Matthew Dryer 410-697-9687  
matthew.dryer@maryland.gov

**Item-X. RESOURCE SHARING AGREEMENT**

***DoIT, RSA Program***

**Recommendation:** That the Board of Public Works approve the State entering into a resource sharing agreement.

**Authority:** Sec. 3A-307, State Finance & Procurement Article, Annotated Code of Maryland

**Award:** Vendor name.

**Term:** 07/01/2019 – 06/30/2029

**Amount:** \$139,500 (10-year base – no renewals)

**Property location:** DoIT Crownsville, Anne Arundel County

**Remarks:** This revenue generating transaction results from a resource sharing agreement between the Department of Information Technology and Clear Channel Communications, Inc. For this proposal, the benefit to the State is the continuing lease compensation for a 100-foot-high communications tower located at 100 Community Place. Since the monetary value of the lease over the 10 year term is more than \$100,000, this item was submitted to the Legislative Policy Committee for review and comment and was posted on eMaryland Marketplace.

**Fund Source:** Revenue Generating

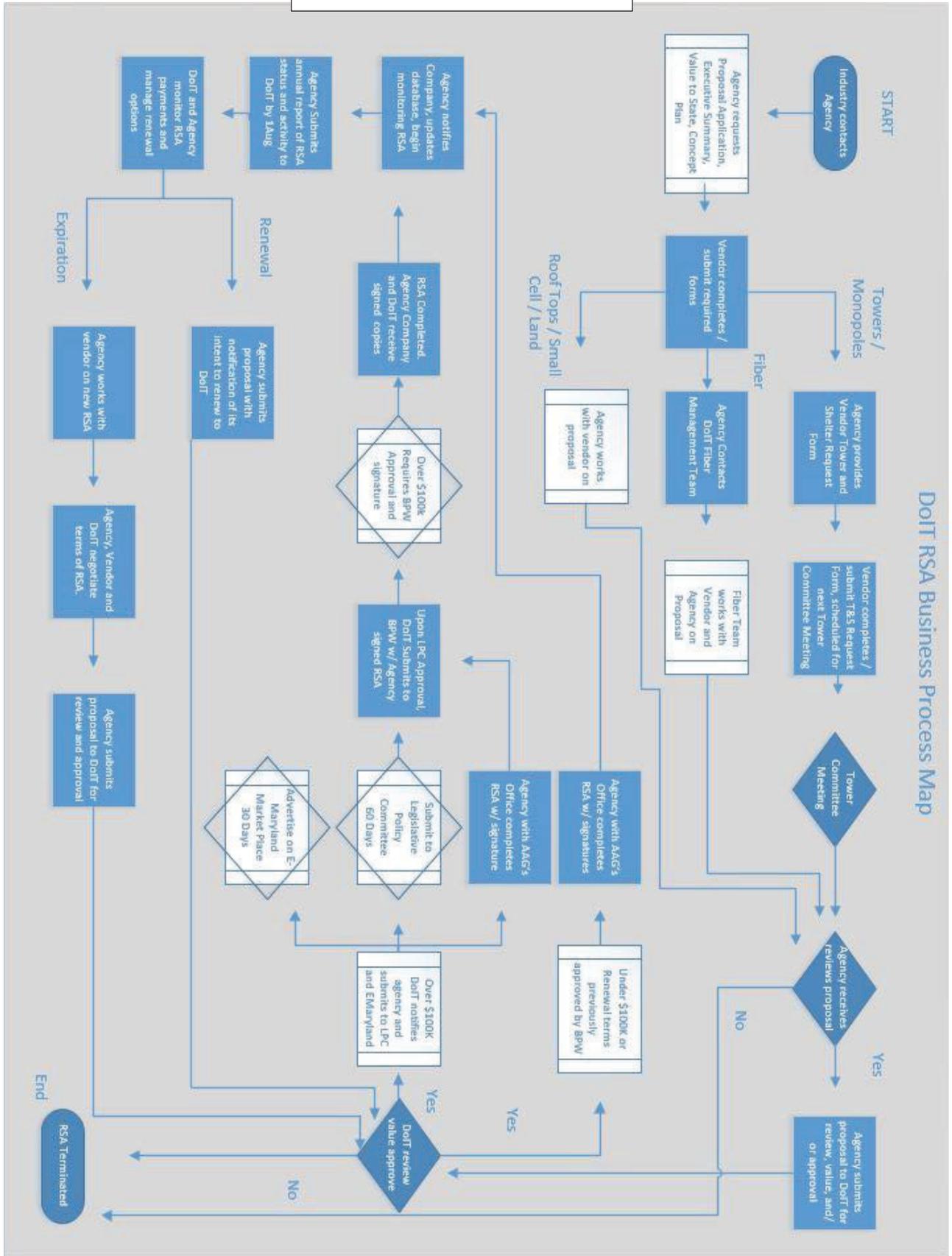
**MD Tax Clearance:** N/A

Board of Public Works Action - The above referenced Item was:

APPROVED    DISAPPROVED    DEFERRED    WITHDRAWN  
WITH DISCUSSION                  WITHOUT DISCUSSION

# Resource Sharing Agreement Policy

## Appendix 11 RSA Process Map



## Resource Sharing Agreement Policy



Larry Hogan | Governor  
 Boyd K. Rutherford | Lt. Governor  
 Michael G. Leahy | Secretary  
 Lance Schine | Deputy Secretary

August 13, 2019

To: ALL Executive Branch Agencies Engaged in Resource Sharing  
 From: Secretary of Department of Information Technology  
 Subject: Private Industry Installation and Use of Fiber Optic Cable in State Rights-of-Way  
 Short Title: RSA-PGM-2019-01

1. **Purpose.** To provide programmatic guidance on DoIT's policy implementation of the Resource Sharing Law ("RSL"), Annotated Code of Maryland, State Finance & Procurement Article ("SF&P") § 3A-307(c), as it applies to certain private industry installation and use of fiber optic cable in State rights-of-way where the user has a separate statutory right to use of and access to the right-of-way.

2. **Background.** Under the RSL, State units must generally defer to DoIT's oversight and approval process when considering a proposal to allow private industry to use a State resource such as a State right-of-way for an information technology purpose. Fiber optic technology now permits multiple telecommunication services such as telephone, cable television, and broadband internet to be provided through the same line. However, private industry may have an independent statutory right to access and use State rights-of-way to provide one or more (but not all) of those services. For example, a telephone company, pursuant to Annotated Code of Maryland, Public Utilities Article §§ 5-410 & 8-103, may have the statutory right to install telephone lines in State rights-of-way but not lines providing broadband internet and a cable television company may have the independent right to install lines in public rights-of-way for the provision of cable TV service pursuant to a franchise granted by a county or municipality under Local Government Article § 1-708. Historically, requests for the ability to install such facilities in State rights-of-way from such entities were processed without regard to the RSL, and DoIT has not applied the requirements of the RSL to those requests.

3. **Policy.** Where the Maryland General Assembly has separately authorized the right to install lines in State rights-of-way as described above, DoIT has determined, as a matter of policy, that using the same fiber optic cable to provide additional telecommunications services does not ordinarily place any significant additional burden on State resources. In such cases, DoIT views the proposed use of the State right-of-way as approved by the General Assembly and has concluded that additional review and valuation by DoIT is not required. Accordingly, where an applicant for a utility permit has a statutory right to install lines in the right-of-way and such lines are capable of providing multiple services, the permitting agency—subject to any pertinent requirements under federal law—is not required to submit such applications for additional review and valuation by DoIT, notwithstanding that additional services may be provided through the same lines.

4. **Procedure.** Where an applicant has an existing statutory right to install telecommunications lines in State rights-of-way, State Agencies need not refer permit applications to DoIT for review and valuation under the RSL and may continue to review those applications in accord with the Agency's regular internal procedures. Where an applicant is otherwise eligible for a permit, the RSL is not a barrier to permit issuance.

a. When a State Agency receives a permit application to install fiber optic cable in a State right-of-way from such an applicant, the State Agency should:

i Validate the applicant's claim of a legal right, including requesting supporting documentation, if necessary.

## Resource Sharing Agreement Policy



**Larry Hogan** | Governor  
**Boyd K. Rutherford** | Lt. Governor  
**Michael G. Leahy** | Secretary  
**Lance Schine** | Deputy Secretary

RE: Private Industry Installation and Use of Fiber Optic Cable in State Rights-of-Way  
Short Title: RSA-PGM-2019-01

ii. If validated, use the Agency's regular internal procedures to approve or disapprove the permit request in the ordinary course.

iii. Maintain a digital file of each permit granted that includes fiber optic installation as well as a log of the salient details of those permits.

iv. Send DoIT a copy of the log of approved fiber optic permits monthly.

b. If the applicant does not have a statutory right to install telecommunications lines in the State right-of-way, or if the additional services create an increased burden on State resources, as determined by DoIT, the permit should be considered a resource sharing proposal and should be processed in accordance with the established Resource Sharing Agreement ("RSA") business process.

5. Conclusion. Agencies should consult with their assigned legal counsel when evaluating a nonstandard permit application. Agencies should also advise DoIT of any questionable permit request which requires additional policy consideration due to the potential application of the RSL, including but not limited to potential significant burdens on State resources.

6. Updates. Updates to this Program Guidance Memorandum (PGM) will be published as necessary.

Approved:

A handwritten signature in blue ink that reads 'Michael G. Leahy'. The signature is written in a cursive style and is positioned above a horizontal line.

Michael G. Leahy  
Secretary

Department of Information Technology

## Resource Sharing Agreement Policy



**Larry Hogan** | Governor  
**Boyd K. Rutherford** | Lt. Governor  
**Michael G. Leahy** | Secretary  
**Lance Schine** | Deputy Secretary

October 3, 2019

**To:** ALL Executive Branch Agencies Engaged in Resource Sharing  
**From:** Secretary of Department of Information Technology  
**Subject:** Nonprofit Proposals to Install Broadband Communications in State Rights-of-Way  
**Short Title:** RSA-PGM-2019-02

1. **Purpose.** To provide programmatic guidance on how to process proposals from nonprofit telecommunications providers seeking to install broadband communications infrastructure in rural and underserved areas of the State.

2. **Background.** Section § 8-654 of the Transportation Article ("TA") of the Maryland Code requires MDOT, MTA, MdTA, SHA, BPW, DoIT, DNR, and MDE to allow the use of any right-of-way or easement, for the installation of broadband communications infrastructure by a nonprofit telecommunications services provider in rural and underserved areas of the State without the imposition of any charge for the use of the right-of-way or the easement.

3. **Policy.** DoIT has determined that installations falling within the ambit of TA § 8-654 are exempt from the provisions of the Resource Sharing Law ("RSL"), Annotated Code of Maryland, State Finance & Procurement Article ("SF&P") § 3A-307(c), provided that DoIT can confirm that the nonprofit telecommunications services provider's proposed installation is in an area considered rural and underserved as defined below.

4. **Definitions.** For the purpose of maintaining uniformity throughout the State RSA Program, DoIT has adopted the following definitions.

a. "Rural Area" means any area, as confirmed by the latest decennial census of the Bureau of the Census, which is not located within: 1. A city, town, or incorporated area that has a population of greater than 20,000 inhabitants; or 2. an urbanized area contiguous and adjacent to a city or town that has a population of greater than 50,000 inhabitants. For purposes of the definition of rural area, an urbanized area means a densely populated territory as defined in the latest decennial census of the U.S. Census Bureau.

b. "Underserved Area" means an area in which no part of the area has two or more facilities-based broadband service providers offering minimum connectivity speeds of 25 Mbps download and 3 Mbps upload.

5. **Procedure.** DoIT and each agency will use the above definitions when determining whether a proposal submitted by a nonprofit telecommunications services provider for the purpose of installing broadband communications infrastructure is subject to TA § 8-654 or should be processed as a resource sharing agreement.

a. When a State Agency receives a proposal for installation of broadband communication infrastructure in a rural and underserved area from a nonprofit telecommunications services provider, pursuant to TA § 8-654 the State Agency should:

## Resource Sharing Agreement Policy



**Larry Hogan** | Governor  
**Boyd K. Rutherford** | Lt. Governor  
**Michael G. Leahy** | Secretary  
**Lance Schine** | Deputy Secretary

**Subject:** Nonprofit Proposals to Install Broadband Communications in State Rights-of-Way  
**Short Title:** RSA-PGM-2019-02

i. Assess whether the proposal meets the requirements of TA § 8-654, including requesting supporting documentation such as the nonprofit's certificate of good standing from the State of Maryland or an IRS 501(c)(3) Affirmation Letter issued within thirty calendar days of the execution date of its Non-profit Telecommunications Services Provider Certification. Copies of the proposal and all supporting documentation must also be provided to DoIT.

ii. The requesting nonprofit telecommunications services provider shall execute the Certification discussed in (i) above, which will include provisions for the following:

A. If the nonprofit telecommunications services provider sells, assigns or otherwise transfers facilities installed under TA § 8-654, it must notify the Agency of the change, which may require prospective application of the Resource Sharing Law.

B. If the nonprofit telecommunications services provider changes its status to a for-profit company, it must notify the Agency of the change, which may require prospective application of the Resource Sharing Law.

iii. The Agency must maintain an electronic record and hard copy file folder of each approved nonprofit broadband telecommunications installation within the ambit of TA § 8-654.

iv. The Agency must provide DoIT a copy of all proposals approved within the ambit of TA § 8-654 for its records.

b. If the conditions for treatment under TA § 8-654 are not satisfied, i.e., the provider is not a nonprofit telecommunications services provider, or the proposed installation area is outside of a rural and underserved area, the proposal is considered resource sharing and should be processed in accordance with the established RSA business process.

6. Conclusion. Agencies should continue to advise DoIT of all information technology proposals. DoIT can assist other agencies in making the final determination as to whether a proposal under TA § 8-654 is exempt from the RSL.

7. Updates. Updates to this Program Guidance Memorandum (PGM) will be published as necessary.

Approved:

  
 Michael G. Leahy  
 Secretary  
 Department of Information Technology

Resource Sharing Agreement Policy

**DoIT** Maryland Department of Information Technology

Non-RSA Proposal (SUPPLEMENT #2)

**Nonprofit Telecommunications Services Provider Certification**

**A. Authority**

I (print name) \_\_\_\_\_ am the \_\_\_\_\_ (Title) and the duly authorized representative of \_\_\_\_\_ (Company). I possess the legal authority to enter this agreement on behalf of the Company for which I am acting.

**B. Certification**

I hereby certify that the Company is a nonprofit telecommunications services provider.

The Company's current status as a nonprofit telecommunications services provider is documented by its certificate of good standing from the State of Maryland or an IRS 501(c) Affirmation Letter issued within the last thirty calendar days.

**C. Agreement to Notify**

The Company does hereby understand and agree that it will promptly notify the State Agency who has granted permitted access to the State controlled resource, should any of the following occur:

1. the Company changes its status and is no longer a non-profit telecommunications services provider; or
2. the Company sells, assigns or otherwise transfers any of its telecommunications assets which are installed in or on the State resource to any other company.

The Company further understands and agrees that under Maryland Code Ann., State Finance and Procurement Article § 3A-307 any installation of telecommunication information technology equipment on State resources may be subject to a Resource Sharing Agreement.

The Company understands and agrees that any of the changes listed above may require the Company which controls the assets installed on the State resource, which had been previously permitted without the imposition of a fee, to be subject to a charge for the use of the State resource from the date of the change forward.

Company, by entering this Agreement, acknowledges having read, understood and accepted the terms hereof.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS CERTIFICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Authorized Representative of:

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

DATE: \_\_\_\_\_

Ph: \_\_\_\_\_

- Nonprofit Certification       Certificate of Good Standing       IRS 501(c) Affirmation Letter

## Resource Sharing Agreement Policy



**Larry Hogan** | Governor  
**Boyd K. Rutherford** | Lt. Governor  
**Michael G. Leahy** | Secretary  
**Lance Schine** | Deputy Secretary

October 9, 2019

To: ALL Executive Branch Agencies Engaged in Resource Sharing  
From: Secretary of Department of Information Technology  
Subject: DoIT RSA Rural and Unserved Broadband Fee Waiver  
Short Title: RSA-PGM-2019-03

1. Purpose. The Department of Information Technology (DoIT), working in cooperation and coordination with the Governor's Office of Rural Broadband, to support the Governor's rural broadband initiative, provides this programmatic guidance on processing Resource Sharing Agreement (RSA) proposals where the RSA applicant requests a waiver of fees applicable under DoIT's RSA Standard Pricing Schedule for broadband infrastructure installation in a rural and unserved area of Maryland. To ensure consistency in policy and purpose across State programs affecting the rural broadband initiative, broadband telecommunications providers that receive, or are otherwise qualified to receive, grant funding or loans through the Governor's Office of Rural Broadband may receive a waiver of fees applied under DoIT's RSA Standard Pricing Schedule.

2. Policy. DoIT will offer a monetary fee waiver option to RSAs with for-profit companies that provide last-mile broadband service to areas that are both rural and unserved as delineated within this program guidance.

3. Definitions. For the purpose of maintaining uniformity throughout the State RSA Program, DoIT has adopted the following definitions.

a. "Last mile" means the local internet connection that physically reaches into the end user's home, business, or premises.

b. "Rural Area" means any area, as confirmed by the latest decennial census of the Bureau of the Census, which is not located within: 1. A city, town, or incorporated area that has a population of greater than 20,000 inhabitants; or 2. an urbanized area contiguous and adjacent to a city or town that has a population of greater than 50,000 inhabitants. For purposes of the definition of rural area, an urbanized area means a densely populated territory as defined in the latest decennial census of the U.S. Census Bureau.

c. "Unserved Area" means an area in which broadband service may be available but no facilities-based broadband service providers offer minimum connectivity speeds of 25 Mbps download and 3 Mbps upload.

4. Applicability.

a. The fee waiver is only applicable to last mile broadband telecommunications projects in both rural and unserved areas of Maryland where the broadband telecommunications provider will:

1. Own and operate the broadband infrastructure covered by the RSA;
2. Provide minimum connectivity speeds of 25 Mbps download and 3 Mbps upload to all subscribers in the proposed project area; and
3. Provide broadband services for the entire life of the initial RSA term of ten years.

## Resource Sharing Agreement Policy

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**Larry Hogan** | Governor  
**Boyd K. Rutherford** | Lt. Governor  
**Michael G. Leahy** | Secretary  
**Lance Schine** | Deputy Secretary

RE: DoIT RSA Rural and Unserved Broadband Fee Waiver  
 Short Title: RSA-PGM-2019-03

b. To ensure consistency with the Governor's Office of Rural Broadband programs, applicants must provide an estimate of the overall number of unserved households that may receive service from the new project in their fee waiver application.

c. The fee waiver applies to monetary fees charged under DoIT's RSA Standard Pricing Schedule.

d. Agency and DoIT reserve the right to request empty conduit or fiber strands along each proposed project area as part of the RSA.

5. **Process.** For the purpose of maintaining uniformity throughout the State RSA Program, the following business process should be used when processing any request for an RSA fee waiver.

a. All applicants requesting an RSA fee waiver must complete and submit a DoIT RSA Proposal Application including Supplement #1 signed by an authorized representative of the RSA applicant, along with the Executive Summary, Concept Plan, and Supporting Maps which illustrate and describe the proposed project/network in full detail.

b. The agency must submit the complete proposal application, including all supporting documentation to DoIT for review and determination of whether the requested fee waiver will be approved.

c. DoIT will coordinate with the Governor's Office of Rural Broadband, in determining whether the applicant's proposed project is within a rural and unserved area of Maryland and would meet threshold requirements for rural broadband grant funding.

d. DoIT will notify the agency of its decision on the requested fee waiver.

e. The agency will notify the RSA applicant whether the requested fee waiver was approved.

f. If the RSA applicant, agency, and DoIT agree to proceed with the RSA, the established RSA business processes will be followed. If the total pre-waiver value of the RSA equals or exceeds \$100,000, it must be advertised on eMaryland Marketplace and presented to the Legislative Policy Committee (LPC) and to the Board of Public Works (BPW) for final review and approval, regardless of fee waiver.

1. The resulting RSA will resemble the standard RSA in all appearances but must include a clause identifying the approval of the RSA Fee Waiver.

2. The resulting RSA must be set at an initial term of ten (10) years.

6. **RSA Terms.** An approved RSA Rural and Unserved Broadband Fee Waiver applies only to the initial ten-year term of the RSA. To obtain a fee waiver for any renewal or extension period, the RSA applicant must submit another fee waiver application in year nine of the initial ten-year term. If the State maintains the RSA Fee Waiver Program at that time, DoIT will consult with the Governor's Office of Rural Broadband, and determine whether an additional fee waiver period or discount should be granted.

## Resource Sharing Agreement Policy



**Larry Hogan** | Governor  
**Boyd K. Rutherford** | Lt. Governor  
**Michael G. Leahy** | Secretary  
**Lance Schine** | Deputy Secretary

RE: DoIT RSA Rural and Unserved Broadband Fee Waiver  
Short Title: RSA-PGM-2019-03

- a. Any extension years or renewal terms written into the RSA must clearly state that unless an additional fee waiver is granted, a fee based on DoIT's standards rates may apply.
- b. The resulting RSA must include a clause which grants the State the ability to periodically request a status report which documents compliance with the applicability requirements set forth in section 4(a), above.
- c. If, at any time during the fee waiver term, the requested status report demonstrates that the Company is no longer meeting the requirements set forth in section 4(a), then;
  1. The Company will be provided notice of the failure to meet waiver requirements and given 30 days in which to respond and ensure compliance to DoIT's satisfaction.
  2. If after the notice period, the Company remains non-compliant with the waiver requirements, the Rural and Unserved Broadband Fee Waiver may be rescinded and the Company may be charged prospectively in accordance with DoIT's RSA Standard Pricing Schedule.
  3. If a Company thereafter fails to make any required annualized RSA Fee payments, it may be considered in Default of the governing RSA.
7. Updates. Updates to this Program Guidance Memorandum (PGM) will be published as necessary.

Approved:

A handwritten signature in blue ink, appearing to read "Michael G. Leahy". The signature is written over a horizontal line.

Michael G. Leahy  
Secretary

Department of Information Technology