

**INTER-MUNICIPAL AGREEMENT
BY AND BETWEEN
THE
TOWN OF CONCORD, MASSACHUSETTS
&
TOWN OF CARLISLE, MASSACHUSETTS
REGARDING
PEG ACCESS PROGRAMMING & MANAGEMENT**

This Inter-Municipal Agreement (the 'Agreement') is entered into this 8th day of January, 2019 pursuant to M.G.L. c.40, s.4A, the last day of execution below (the 'Effective Date'), by and between the Town of Concord, a municipal corporation with a principal office at 22 Monument Square, Concord, MA 01742 ('Concord') and the Town of Carlisle, a municipal corporation with a principal office at 66 Westford Street, Carlisle, MA 01741 ('Carlisle').

WHEREAS, the Town of Carlisle is seeking PEG-Access related services for their community; and

WHEREAS, effective 10/1/2018, the Town of Concord will be managing a Town-run PEG-Access/ Community Television Department called Minuteman Media Network (MMN); and

WHEREAS, subject to the terms of this Inter-Municipal Agreement, Concord is willing to provide PEG-related services to the Town of Carlisle;

NOW THEREFORE, the Towns agree as follows:

A. Term

- (1) The Initial Term of this Agreement shall be from October 1, 2018, through June 30, 2019, subject to the appropriation of funds by the Towns.
- (2) This Agreement may be extended for an additional one (1) year terms to commence at the end of the Initial Term upon written agreement of the Carlisle Town Administrator and the Concord Town Manager and as approved by the respective Select Boards.
- (3) The Initial Term and any Extension Term shall be collectively referred to as *'the Term.'*

B. Concord's Commitment to Provide CCTV PEG Services to Carlisle

- (1) Concord shall provide PEG Access services to Carlisle as defined under the Scope of Services below.
- (2) For planning purposes, services shall include approximately twenty (20) hours of staff time per week for PEG/cable-related functions in Carlisle.
- (3) Cable-related studio space within the Regional High School shall remain as shared space reflecting the historic 80/20 Concord-Carlisle split.
- (4) Pursuant to Concord's agreement with the Regional School Committee dated December _____, 2018, all curriculum-based classes and/or school sponsored activities or events performed within the CCHS studio facility shall not count toward Carlisle's billed hours as

set forth in Section B(2) of this Agreement.

- (5) In the event that the Regional School Committee decides to offer additional programs or asks that members of their staff receiving training or services from MMN staff outside of the regularly scheduled, the towns of Concord and Carlisle agree to support said programming efforts by sharing the costs based on the current CCHS student population percentages.
- (6) Carlisle shall designate one individual to be the PEG0services contact/liaison for the Town. At a minimum, this representative shall meet (either in person or via telephone) bi-weekly with Concord's Public Information Officer who serves as the PEG Services Division Manager to schedule any requests for service relative to Governmental Programming and meeting coverage.
- (7) Hours and costs for services rendered shall be totaled and billed by the Town of Concord to the Town of Carlisle on a monthly basis. Concord shall invoice Carlisle by the 15th of each month for the prior months' costs. Carlisle shall pay Concord for all invoiced services within thirty (30) days of receipt.

C. Carlisle's Financial Commitment to Pay Concord for CCTV Services

(1) For planning purposes, Carlisle estimates that it may use approximately twenty (20) hours per week of staff time for PEG/cable-related functions, however, actual time used may be more or less than this estimate and will be billed based upon actual usage during the monthly billing period. In consideration for the services provided under this Agreement, Carlisle shall pay Concord at the rate of \$50.75¹ per hour, due within thirty (30) days of receipt of invoice as set forth in Section C(2) of this Agreement. Carlisle's first payment to the Town of Concord shall be invoiced on or before December 31, 2018.

(2) Such services will be in the form of "Event" services and "Administrative" services. "Event" services will consist of preparation, production, travel, and post-production time and will be itemized for each "event" with the sum of the hours for each event rounded to the nearest whole hour. "Administrative" services include planning and scheduling meetings and will also be billed for hours used, the sum total of which, for the quarterly billing period, will be rounded up to the nearest whole hour. These "Event" and "Administrative" services will be billed at the \$50.75 hourly rate and reflected in the quarterly invoice.

(3) Maintenance of existing equipment shall be an included duty for MMN staff; however, should Carlisle require any equipment repairs and/or replacements, costs associated with those efforts shall be either billed separately or directly to Carlisle.

(3) Carlisle affirms that should Town Meeting fail to appropriate funds which are sufficient to cover its financial commitment to Concord for PEG-related and shared services, Carlisle will notify Concord, in writing, at least forty-five (45) days prior to the commencement of the next quarter in which case this Agreement shall be null and void and of no further

¹ This amount will be subject to change year-to-year (should the Towns wish to continue their arrangement) because Concord has only recently taken on the PEG-related duties and cannot yet definitively state what the total hourly costs/billing rates are.

force or effect.

- (4) For any Extended Term, Carlisle asserts and represents that it shall either (a) appropriate funds which are sufficient to cover Carlisle's financial commitment to Concord for shared PEG services and related costs or expenses therein, or (b) notify Concord in writing at least forty-five (45) days prior to the commencement of the Extended Term in which case this Agreement shall become null and void with no further force or effect.
- (5) In the event that revenues from Concord or Carlisle's Comcast franchise agreements are significantly reduced, the parties agree to meet, discuss and mutually agree upon a revised budget amount.

D. Record Keeping

- (1) The Town of Concord shall keep accurate and comprehensive records of services performed under this Agreement to be submitted monthly with Concord's invoice for services as defined in C-(2) above.

E. Personnel

- (1) During the Term, Concord shall employ and pay all salary and benefits for MMN staff as necessary to carry out Concord's obligations under this Agreement.
- (2) MMN personnel, while engaged in performing PEG-related services in Carlisle under this Agreement, shall be deemed to be employed by the Town of Concord, notwithstanding such service, activity or undertaking being performed in Carlisle.
- (3) Carlisle shall, at its sole cost, add the Town of Concord and Concord staff under this Agreement as additional insured under Carlisle's liability insurance policies which cover Carlisle's employees. Coverage should include, without limitation, automobile and general liability insurance certificates.

F. Rights & Indemnities

- (1) By entering into this Agreement, Concord and Carlisle have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. Concord and Carlisle are the sole and exclusive beneficiaries to this Agreement. No third-party rights, expressed or implied, are created by the signing of this Agreement. The provisions of this paragraph shall survive termination of the Agreement.
- (2) Notwithstanding the preceding paragraph, to the maximum extent permitted by law, both Concord and Carlisle agree to defend, indemnify, and hold each other harmless from and against any and all claims or causes of action for injury, loss, damage, liability, costs or expenses (including reasonable attorney fees and court fees) arising directly, or indirectly, from the MMN services provided under this Agreement. The provisions of this paragraph shall survive termination of the Agreement.

G. Scope of MMN Services

- (1) MMN services provided under this Agreement shall include the following as set forth below and incorporated herein:
 - Performing General PEG Administration & Finance Duties;
 - Managing Carlisle 'Station' & Filming Areas;

- Recording all Carlisle Selectmen's Meetings
- Scheduling staff for any other requested services as authorized by Carlisle's PEG representative, consistent with item B-6 contained herein, and as staffing and budgetary means allow;
- Maintaining Carlisle Broadcast Equipment;
- Updating Carlisle Programming Pages on MMN Website;
- Recruiting & Training Volunteers and/or Contractors;
- Working with Town Officials to develop Meeting Schedules and Film Coordination Efforts;
- Scheduling Contractors & Staff for Meeting Coverage as necessary or requested;
- Taping & Broadcasting Town Meeting and Special Town Meeting Annually;
- Maintaining *On-Demand* Programming for Government and Locally Produced Segments; and
- Evaluating & Facilitating New Equipment Acquisitions and Installations.

(2) The Scope of Services outlined above may be amended from time-to-time upon mutual written agreement of the Towns.

(3) Should Carlisle require an equipment replacement or additional equipment to be added to inventory, MMN will provide insight, labor and expertise upon request and mutual agreement. Payment for these services shall be the Town of Carlisle's obligation and every effort shall be made by MMN to have vendors bill the Town of Carlisle directly.

H. Administration

(1) The Concord Town Manager and the Carlisle Town Administrator shall oversee this Agreement. They shall meet and/or confer periodically with each other to address matters of policy, operations and logistics which may arise under this Agreement.

(2) Concord's Assistant Town Manager will serve as Department Head for Public Information; The Public Information Officer shall serve as the direct supervisor for the PEG Access Division and its contractors, employees and volunteers.

(3) Concord's Town Manager serves as the Appointing Authority for all Town Employees.

I. Termination

Either Carlisle's Board of Selectmen or Concord's Town Manager, may terminate this Agreement at any time upon thirty (30) days advance written notice to the other, after which time this Agreement shall be null and void with no further force or effect except as otherwise expressly set forth in a written agreement between the parties in accordance with Section G(2) of this Agreement.

J. Notices

All notices required under this Agreement shall be deemed made when provided by hand, sent by certified mail, or sent by overnight mail or courier service to, as applicable,

- (1) Concord Town Manager, 22 Monument Square, PO Box 535, Concord, MA 01742 with a copy to the Concord Select Board at the same address, and
- (2) Carlisle Town Administrator, 66 Westford Street, Carlisle, MA 01741 with a copy to the Carlisle Board of Selectmen at the same address.

K. Assignment

This Agreement may not be assigned or transferred by either party, without the express written consent of the other party.


L. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings relating to PEG Access programming.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 8th day of ~~December~~, 2018.

January, 2019

APPROVED BY: Concord Town Manager
Christopher Whelan



APPROVED BY: Board of Selectmen of the
Town of Carlisle





