

**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 16th day of March, 2022 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 continues to desire PEG-Access related services for their community; and

WHEREAS, effective 10/1/2018, the Town of Concord began Minuteman Media Network (MMN), a local PEG-Access/Community Television venture, operating as a Town Department; and

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

NOW THEREFORE, the Towns agree as follows:

A. Term

- (1) The Term of this Agreement shall be from July 1, 2021, through June 30, 2022, subject to the appropriation of funds by both Towns.
- (2) This Agreement may be extended for three (3) additional one (1) year terms to commence at the end of the Term upon written agreement of the Carlisle Town Administrator and the Concord Town Manager and as approved by the respective Select Boards.
- (3) Specific financial obligations of to the Town of Carlisle relative to services covered under this Agreement are subject to change by mutual agreement. Carlisle's Town Administrator agrees to provide information, as needed or required, in order for the Town of Concord to develop accurate budgetary proposals for acceptance by each community's Town Meeting.
- (4) The Initial Term and any Extension Term shall be collectively referred to as *'the Term.'*

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

- (1) Concord shall provide PEG Access services to Carlisle as defined under the Scope of Services below and captured within the FY21 budget attached as Exhibit A.
- (2) Cable-related studio space within the Regional High School shall remain as shared space reflecting the historic 80/20 Concord-Carlisle split.

- (3) Pursuant to Concord's agreement with the Regional School Committee dated September 2019, all curriculum-based classes and/or school sponsored activities or events performed within the CCHS studio facility shall share the same 80/20 split outlines above.
- (4) In the event that the Regional School Committee elects to offer additional programs or asks that members of their staff receiving training or services from MMN staff outside of the regularly scheduled studio hours, the towns of Concord and Carlisle agree to support said programming efforts by sharing the costs based on the current CCHS student population percentages. These amounts shall be billed separately from the costs outlined in Appendix A on a per-hour basis.
- (5) Carlisle shall designate one individual to be the PEG-services contact/liaison for the Town. This representative shall communicate (either in person or via email or telephone) with the PEG Station Manager or Concord's Public Information and Communications Director regarding schedule requests and service needs.
- (6) Hours and costs for services rendered are captured in the budget document attached as Appendix A. Concord shall invoice Carlisle by the 15th of each month for that month's blended-date breakdown. Carlisle shall pay Concord for all invoiced services within thirty (30) days of receipt.

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

- (1) Carlisle estimates that it may use approximately 32 to 40 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 monthly based on the prior years' usage and costs.
- (2) Such services will be in the form of "Personnel" services and "Non-Personnel" services.
- (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 replacement of hardware shall be either billed separately on an as needed basis and with prior authorization of the Town Administrator, or his designee, that an item may be acquired.
- (4) 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 fiscal year in which case this Agreement shall be null and void and of no further force or effect.
- (5) 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.
- (6) 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

The Town of Concord shall keep accurate and comprehensive records of services performed under this Agreement to be submitted in conjunction with Concord's annual PEG budget.

E. Personnel

- (1) During the Term, Concord shall employ and pay all salary and benefits for MMN staff as necessary to carry out Concord and Carlisle'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 relative Concord staff under this Agreement, as additional insured under Carlisle's liability insurance policies which cover Carlisle employees. Coverage should include, without limitation, automobile and general liability insurance needs.

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 Deputy 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 Deputy Town Manager will serve as Department Head for Public Information and PEG Services; The Public Information and Communication Director shall serve as the Executive Manager for PEG Services which include oversight of all MMN staff, contractors, 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 forty-five (45) 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, to:

- (1) FOR CONCORD: Concord Town Manager, 22 Monument Square, PO Box 535, Concord, MA 01742 with a copy to the Concord Select Board at the same address.
- (2) FOR CARLISLE: 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 ____ day of March, 2022.



Kerry Lafleur, Interim Town Manager, Concord



Timothy Goddard, Town Administrator, Carlisle

