

PEG Television Studio Use Agreement
Between
Concord-Carlisle Regional School District
&
Town of Concord
October 1, 2018

1. Purpose

This Use Agreement ("Agreement") is entered into by and between the Concord-Carlisle Regional School District ("CCRS" or "the District") and the Town of Concord ("Concord" or "the Town"), concerning the use of the P.E.G. television studio space located inside the Concord Carlisle High School ("CCHS") building. Pursuant to M.G.L. c40 S.4A, District and the Town as governmental units, enter into this Agreement as an intergovernmental agreement. The terms of Agreement is for 25 years, subject to earlier termination by the parties as provided herein. The parties agree that the facility will be used exclusively for Public, Educational and/or Governmental Television access in accordance with any applicable Franchise Agreement with the Town's cable provider(s).

2. CCHS Studio Space Equipment

The Town represents and confirms to the District that the Town has the right to utilize the equipment in the television studio space and confirms that the prior operator of the television studio space has relinquished its rights to the space and equipment as of September 30, 2018. The designated studio space used for the PEG operation is specified within the 'cable studio floorplan' attached as Exhibit A hereto.

3. Community Access

In consideration of the P.E.G. funding provided by the Towns of Concord and Carlisle in 2015 to the District in order to create the studio space inside CCHS, and the continued P.E.G. funding arrangements between the Towns of Concord and Carlisle, the District shall permit the Town access to the studio space as needed, or required, for P.E.G. Access programming, administration and events. The Towns will share the studio space and equipment pursuant to a mutually agreed upon MOA signed by the Chief Executive Offices of Concord and Carlisle, attached as Exhibit B hereto.

All employees, volunteers, citizens and/or vendors are required to adhere to school policies and state laws regarding the use of school property including, but not limited to: the prohibition of alcohol, tobacco, firearms and illegal drugs. Employees of the studio will be required to comply with all school personnel requirements including CORI, SORI and fingerprint checks. Expectations for employee conduct and student safety are outlined within the CPS and CCHS 'Employee Handbook' attached as Exhibit C hereto.

4. Involvement of CCHS Students in Studio Space Operations

It is the expectation of the Town and the District that the Town shall create opportunities for student learning and involvement under an educational program developed, and mutually agreed upon, by the parties. The entities agree to share the studio resources in a manner which promotes PEG activities and involvement as a valuable educational additive for students and educators.

5. Maintenance of Facilities

The Town agrees to develop, through its Facilities Division, an annual care and maintenance plan for the CCHS studio space relative to any and all Town-related activities using the studio. Such plan shall be subject to the review and approval of the District. It is the responsibility of the Town to supervise and conduct the annual care and maintenance plan. If the Town fails to do so, then the Town shall reimburse the District for the costs of care and maintenance of the space.

Care includes:

- ⇒ Regular cleaning and maintenance of all carpeted surfaces
- ⇒ Trash removal
- ⇒ Equipment maintenance
- ⇒ Storage of equipment
- ⇒ Repair and maintenance of storage and in-house equipment
- ⇒ Use of Contract services

Any specialized services which may be requested by CCHS-sponsored groups, student clubs or outside renters are not included as part of the Town's annual care plan and are not the responsibility of the Town to subsidize or provide.

Specialized groups such as independent film makers, for-profit studios or other groups not affiliated with the Town of Concord who request the use of studio space must be approved by the Town Manager or his/her designee and an appointed District representative. Costs associated with such utilization of the studio and its amenities must be financed outside of the P.E.G. Enterprise Fund in accordance with M.G.L. c44 S.53F ½.

Non-Town use and/or access will only be granted upon written authorization, in the form of a rental agreement, approved by Concord's Town Manager, or his/her designee, and a District representative. Any studio access fees, where applicable, after covering District costs will be paid to the Town and deposited into the Town's P.E.G. Revolving/Enterprise Budget.

6. Fees

The District will not assess fees or use charges to the Towns for activities conducted in the studio space. The Town is responsible for all P.E.G. divisional operations and finances. The Town is responsible for paying utility bills related to electrical, cable, and telephone and security system maintenance. The Town agrees to pay the District a sum of \$1.00 per year for the use of the studio space.

7. Term

The effective date of this Agreement is October 1, 2018. This Agreement may be terminated by the District by notice to the Town should the Town default in its obligations under this Agreement and not cure any such default within 30 days after written notice. Amendments, revisions or substantive changes to the Agreement may be reviewed and proposed as part of the Town-wide annual budgetary process. Any amendments, revisions or substantive changes to the Agreement must be documented, in writing, and by the Town Manager and an authorized representative of the District.

8. Right to Relocate

The District reserves the right from time to time to relocate the studio space, and subsequent operations of the Town, within CCHS. The District may relocate the studio space at its discretion, for reasons including but not limited to, renovations, repairs and future uses of CCHS. **The District will provide notice to the Town 12 months prior to any relocation plans in order to allow for a formal agreement on the impact on the equipment currently located in the studio.**

9. Entire Agreement

This Agreement constitutes the entire agreement between the Town of Concord and the Concord-Carlisle Regional School District concerning access to, and use of, the television studio space located in the CCHS facility.

The parties hereto have caused this Agreement to be executed by their duly authorized respective officers and/or representatives as indicated below on this this _____ day of _____, 2018.

FOR THE TOWN,

FOR THE DISTRICT

Town of Concord
Christopher Whelan, Town Manager

Concord-Carlisle Regional School District