

PEG Television Studio Use Agreement
Between
Concord-Carlisle Regional School District
&
Town of Concord

Original: October 1, 2018

Revised: September 17, 2019

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 P.E.G. 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 Inter-Municipal Agreement by and P.E.G. funding arrangements between the Towns of Concord, Massachusetts and the Town of Carlisle, Massachusetts Regarding P.E.G. Access Programming and Management, 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. The Inter-Municipal Agreement by and between the Town of Concord Massachusetts and the Town of Carlisle, Massachusetts Regarding P.E.G. Access Programming and Management signed by the Concord Town Manager and Carlisle Board of Selectmen, 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 Concord Town Manager or designee and Superintendent of Schools or designee parties. The entities agree to share the studio resources in a manner which promotes P.E.G. activities and involvement as a valuable educational additive for students and educators.

5. Studio Security Protocol

The Town takes the security and safety of the students at CCHS seriously. In order to uphold the safety of the students and staff, the Town has agreed to only hold open PEG studio hours after the CCHS school day has concluded at 2:30PM. Security cameras are being utilized as well as key-card access for employees. For a full list of security protocol, please see Addendum A

6. 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 CCRSD. 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 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.

7. 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.

8. Term

The effective date of this Agreement is October 1, 2018June 1, 2019. 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 processupon request of either party. 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.

9. Right to Relocate

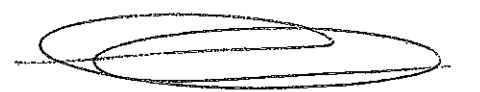
The District reserves the right from time to time to relocate the studio space, and subsequent operations of the Town, within CCHS. The District may relocate the studio space at its discretion, for reasons including but not limited to, renovations, repairs and future uses of CCHS. The district will provide written notice to the Town 6 months prior to any relocation plans in order to allow for a formal agreement on the impact of the equipment currently located in the studio.

10. 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.

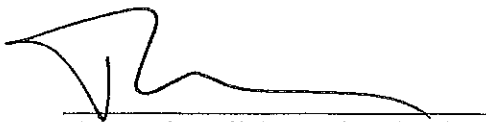
The parties hereto have caused this Agreement to be executed by their duly authorized respective officers and/or representatives as indicated below on this this 15th day of November, 2019.

FOR THE TOWN,



Town of Concord
Stephen Crane, Town Manager

FOR THE DISTRICT



Concord-Carlisle Regional School District
Wallace Johnston, Chair



Town of Concord
22 Monument Square
Concord, MA 01742
www.concordma.gov

Addendum A

DATE: February 25, 2019

REVISED: September 17, 2019

Security Protocols at the PEG Studio

- A security camera is affixed to the wall shared with the High School Radio Station. The Camera points in the direction of the exterior studio door and records all movements in the studio main hallway and entranceway. The camera has a memory database of at least 45-days. Recordings may be assessed by the Town Manager's office and the Concord Police Department as necessary or as protocol dictates.
- There is a second security camera mounted directly outside the interior studio door which leads into the High School. A CCRSDPS IT Employee , Derek Stiles, has access to this camera and its activity.
- A keycard swipe access port was installed on the exterior studio door which leads to the parking lot outside. Mr. StilesThe CCRSD IT Employee has issued cards to each of the Town employees working at the Studio. To gain access, an employee must swipe his or her card into the reader; a log of activity is kept by Mr. Stilesthe CCRSD IT Employee. When requested, he may produce an activity log for the door.
- Both doors – exterior and interior, are locked at all times. Door bells, each with a different ring-tone, have been installed at location. Should someone wish to enter the studio area, they need to be escorted by a staff member who is already in the studio space.
- A crash bar for fire safety is slated to be installed on the interior door leading to the High School in the near future to conform with code.
- The Erin Stevens, Public Information and Communications Manager for the Town (PICM) has access to all CORI information and performs full background checks, criminal history and drug screenings for all staff employed by MMN.
- If students wish to use the studio space during school hours, they must be accompanied by a teacher or they must obtain the consent of a teacher who shall inform the Studio staff as to why the student is there and what they should be working on. *The first time a student plans to use the studio and/or equipment, it is expected that their sponsoring teacher shall accompany him or her, make contact with an MMN staff member and properly introduce the student. This must happen before any student may be allowed to stay. This teacher will be considered the student's sponsor for studio use moving forward.*

- No members of the public shall be allowed in the studio before 2:30 PM on days when which school is in session. With special permission, volunteers will be allowed to edit and create productions in studio during these times provided they are preapproved by the PICM and the School Department Designee. All visitors must have an MMN employee with them at all times when school is in session, no exceptions.
- Any club or group of students wishing to use the studio space must be part of a school-sanctioned activity, club or formalized group. A complete list of students who belong to the group shall be given to the Studio Manager by the High School Administration before the start of any new studio use or activity period. Students must sign in and out of the studio during the times their group meets there. Students are required to vacate the studio space completely at the conclusion of their meeting time or group program times.
- All visitor's to the studio must sign-in with their name, address, phone number, email and other pertinent contact information. They must also write their 'time in' and 'time out' on the studio visitor's log which will be kept in a bound book by the studio manager. The aforementioned sign in process is considered to be universal and applies to any and all visitors.
- Members of the public who wish to use the studio for a production, etc. will be required to fill out a request for service form on the network's website. Intake forms shall be managed and scheduled by the Station Manager in the order in which they were received. No studio work will take place with the public before 2:30 PM on days which school is in session.
- New furniture pieces have been installed in the studio space that entice collaboration and teamwork. There are several high tables, stools and benches. All areas in each of the studio rooms are visible from the doorways; there are no spaces where someone could 'hide' from sight.
- The High School's intercom notification system has not been installed in the studio space and is not audible from inside the studio space. Therefore, the Regional High School Principal, or their designee, shall develop, test and use a separate 'telecomm' or 'phone dial-in' system to ensure that any and all school-related emergency announcements and notifications are relayed promptly and effectively to those who inhabitant in the studio.

The above list may be modified from time to time as we work to develop and implement new and expanded administration of the P.E.G. Division.