

INTERMUNICIPAL AGREEMENT FOR CABLE ACCESS, FACILITIES, AND
EQUIPMENT

BETWEEN

THE TOWN OF HAMPTON AND HAMPTON SCHOOL DISTRICT (SAU 90)

This Agreement is made and entered into, pursuant to RSA 53-A, by and between the Town of Hampton, 100 Winnacunnet Road, Hampton, New Hampshire (the "Town") and the Hampton School District, SAU 90, 6 Marston Way, Hampton, New Hampshire (the "District"), who agree to the commitments, terms, and conditions contained in the Intermunicipal Agreement (the "Agreement").

WHEREAS, on February 4, 2013 the Town entered into a franchise agreement with Comcast of Maine/New Hampshire, Inc., which requires that cable service be made available to residential dwelling units within the Town; and

WHEREAS, the franchise agreement provides for the establishment of Public, Educational and Governmental (PEG) Access Programming in accordance with 47 U.S.C. §531; and

WHEREAS, the Town has established Educational and Governmental Access Channels to provide its residents with local programming; and

WHEREAS, the Town collects franchise fees and has established a Hampton Cable TV Local Revolving Fund for the purpose of providing cable access in compliance with the franchise agreement; and

WHEREAS, the District desires to produce programming for the Educational and Governmental Access Channels; and

WHEREAS, the Hampton Board of Selectmen deem the providing by the School District to the Town of programming for the Educational and Governmental Access Channels to be of benefit to the public; and

WHEREAS, the Town and District have determined that it is in their best interests to act together to provide programming for the Educational and Governmental Access Channels; and

WHEREAS, RSA 53-A permits “municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.”

NOW, THEREFORE, pursuant to RSA 53-A, the Town and District enter into this Agreement to provide programming for the local Educational and Governmental Access Channels.

I. PURPOSE

The purpose of this Agreement is to allow the Town and District to provide local programming for the Educational and Governmental Access Channels. The District will develop and provide programming for Hampton residents to be aired on Hampton Cable 22 or other local access channels. The District will video record school events and activities, produce and deliver content to the Cable TV Advisory Committee, and develop educational programming for Hampton residents. However, it will be within the discretion of the Hampton Cable TV

Advisory Committee whether a given item of programming will be aired, in accordance with the Operating Guidelines & Policies. Also, airing of SAU 90 programming may be interrupted or pre-empted at the discretion of the Director of the Town's Emergency Operations Center. The Board of Selectmen shall appoint a school representative to the Cable TV Advisory Committee.

II. TERMS AND CONDITIONS

This Agreement shall be effective upon signing by the Hampton Board of Selectmen and Hampton School Board, approval by the Attorney General under RSA 53-A:3, V, and the filing of the Agreement with the Town Clerk, School District Clerk, and the Secretary of State under RSA 53-A:4, and shall continue in effect unless terminated as set forth in this Agreement.

III. ADMINISTRATIVE

This Agreement does not establish a separate legal entity to conduct this undertaking.

IV. FINANCIAL AGREEMENT

A. Technology and equipment purchases: During the life of this Agreement, technology and equipment purchased with franchise fees shall be considered to be owned by the Town but loaned to the District. The District shall obtain the approval of the Hampton Cable TV Advisory Committee prior to making purchases of such equipment to ensure efficient utilization of Town resources. The Town's Purchasing Policy and Procedures then in effect shall be adhered to in the making of such purchases. Said technology and equipment as is purchased and loaned shall be insured at the District's expense under a policy of comprehensive general liability insurance that names the Town as an additional insured. Upon the termination of this Agreement, the technology and equipment purchased with franchise fees shall be returned to the Town.

B. The Town acting through the Board of Selectmen in their discretion shall provide the District financial support from franchise fees in an amount to be determined by the Selectmen on an annual basis to assist the District with its production, programming, equipment purchases and maintenance which may include personnel costs. The District shall provide the Town copies of invoices showing equipment purchased and evidence that the franchise fees paid to the District have been used to develop and produce local programming having educationally relevant content.

C. Employment: The parties agree that the District shall be the employer of the personnel it utilizes to develop programming, and shall be responsible for all employment-related expenses, including but not limited to, payment of wages, benefits, retirement, payroll taxes and any applicable insurance coverage. Such personnel shall be subject to the personnel policies of the District. The District shall have sole authority over decisions regarding compensation, performance, evaluation, discipline, hiring, and discharge of said personnel.

V. TERMINATION

A. Mutual Agreement: This Agreement may terminate at any time upon mutual agreement of the Hampton Board of Selectmen and Hampton School Board.

B. Termination With One Year Notice: A party wishing to withdraw from the Agreement shall give written notice to the other party one year in advance of the date of termination.

C. Termination for Breach: In the event that a party fails to comply with the terms and conditions of this Agreement, the other party may notify the breaching party of its failure in

writing and that it is terminating the Agreement in thirty (30) days if the breach is not cured within that thirty (30) day time period.

VI. MISCELLANEOUS

A. Pursuant to RSA 53-A:3, IV, this Agreement does relieve either party of any litigation or responsibility imposed upon them by law except to the extent of actual and timely performance thereof by a Joint Board. Said performance may be offered in satisfaction of the obligation or responsibility.

B. Pursuant to RSA 53-A:3, V, this Agreement shall be submitted to the Attorney General who shall determine whether the Agreement is in proper form and compatible with the laws of this State.

C. Pursuant to RSA 53-A:4, this Agreement shall be filed with the Town and School District Clerks and with the Secretary of State.

D. This Agreement may be amended only by written agreement of the Hampton Board of Selectmen and the Hampton School Board.

E. This Agreement shall be interpreted in accordance with the laws of the State of New Hampshire.

F. The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision herein shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Agreement, and is hereby declared to be

the intent of the parties that this Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein, unless the purposes of this Agreement cannot be achieved in the absence of the invalid provision..

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date provided below:

03/03/2014
Date

TOWN OF HAMPTON

By: 
Its Selectman, Richard E. Nichols, Chairman

03/03/2014
Date

By: 
Its Selectman, Michael E. Pierce, Vice Chairman

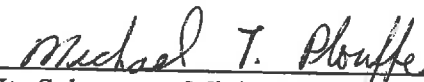
03/03/2014
Date

By: 
Its Selectman, Philip W. Bean

03/03/2014
Date

By: 
Its Selectman, Mary-Louise Woolsey

03/03/2014
Date

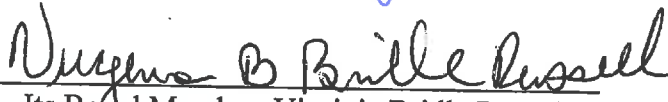
By: 
Its Selectman, Michael T. Plouffe

HAMPTON SCHOOL DISTRICT

3/5/14
Date

By: 
Its Board Member, Charlotte Ring, Chairman

Date

By: 
Its Board Member, Virginia Bridle Russell,
Vice Chairman

3/5/14

By: 

Date

8/5/14

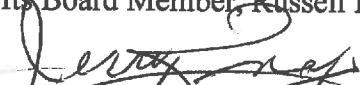
Date

3/5/2014

Its Board Member, Art Gopalan

By: 

Its Board Member, Russell Bridle

By: 

Its Board Member, Jerry Znoj

