

Kim has original  
voted 10.26.10

**AGREEMENT FOR GOVERNMENT ACCESS TELEVISION AND RELATED SERVICES**  
**BY AND BETWEEN THE TOWN OF TOWNSEND AND**  
**RADIO ENGINEERING ASSOCIATES**

The following provisions shall constitute an Agreement between the Town of Townsend, acting by and through its Board of Selectmen, hereinafter referred to as "Town", and Radio Engineering Associates, Inc. with an address of 79 Tyler Road, Townsend, MA 01469 hereinafter referred to as "Contractor", effective as of the 1<sup>st</sup> day of July 2010. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with maintenance and operation for the Government Access Television and related services. The Contractor shall perform all work in accordance with the specifications contained in Attachment A.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder on or before June 30, 2011. The Agreement may be extended at the sole discretion of the Town for up to two additional twelve-month periods, under the same terms and conditions.

**ARTICLE 3: COMPENSATION:**

For each fiscal year the agreement is exercised, the Town shall pay the Contractor for the performance of the work outlined in Article 1 above and the attached specifications for the contractual sum of \$10,500.00. paid in quarterly installments of \$2,625.00.

**ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with thirty (30) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The Contractor may terminate this Agreement by providing the Town with thirty (30) days written notice in the event that the Town materially breaches this Agreement. Upon termination of this Agreement, the Contractor shall be paid for all work satisfactorily completed to the date of termination, subject to deductions permitted by this Agreement or law.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any

of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town.

**ARTICLE 11: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

The Contractor shall provide the Town with copies of the certificates of insurance.

**Attachment A - Government Access Television and Related Services for the  
Town of Townsend**

I. Overall Scope and Requirements

This specification describes Governmental Access Television and related services required by the Town of Townsend. Services rendered as part of this specification shall be awarded based on an annualized, fixed cost basis for all services specified herein, with a possible option to renew for another year.

- 1) Day to day operation of the existing governmental access television channel (9).
- 2) Scheduling programs, post-production of programs, recording of some programs as needed.
- 3) Ensure programs are run at the proper times, etc. Correct problems related to scheduling and running of programs.
- 4) Ensure the proper technical operation of channel 9 and channel 8 with respect to picture and sound quality, and other technical aspects of the operation.
- 5) Configuration and programming of existing bulletin board system including messages, schedule updates, pictures, and other information.
- 6) Immediate updates to bulletin board, programming and related as and when needed by Town.
- 7) Set up and run the sound system for Town Meetings and other special events.
- 8) Live broadcast of Town Meetings and other special events with direct connection to the sound system.
- 9) Recording of same events, above.
- 10) Repair, installation, configuration, integration and testing of all equipment included as part of, and related to channel 9 including but not limited to:
  - i. The Town Hall sound (PA) system.
  - ii. Playback and recording tape decks, DVD and digital recording equipment
  - iii. Matrix switcher
  - iv. 3 modulators for channels 8,9 and 10
  - v. 2 computers used to control the equipment and accomplish the audio / video streams.
  - vi. Video mixing and other production equipment
  - vii. Audio mixers, microphones, cables, etc.
- 11) Assistance in repair and maintenance of equipment at the Public Access TV studio.
- 12) Help local access coordinator at the Public Access TV Studio with technical problems or complex setups related to that studio's operation.
- 13) Software programming / maintenance of scheduling software used to run channel 9 as needed.
- 14) Configure and operate Internet streaming of the channel 9 audio on one stream and channel 9 audio / video on another stream. Used within the Town Hall for viewing of meetings, etc. in offices. Used by newspaper and other reporters who are not able to attend meetings in person.
- 15) Proactive correction of problems with an on-site response within 1 hour for critical problems or outages.

- 16) Work with Town Administrator, Selectmen and other Town personnel with respect to managing the relationship with Comcast, contract negotiations and other related administrative items.

II. Support and Maintenance Availability

Qualified support personnel, who can directly, resolve all, programming, quality, scheduling, streaming and other related problems shall be available and on-call on a 24 hour, 7 day a week basis, and shall respond, on site, within 1 hour to resolve any critical problems or outages.

III. Other

- 1) Vendor shall be an incorporated entity and operate as a contractor. Vendor is responsible for hiring of employees who may deliver services described herein. Vendor is responsible for all employee compensation, benefits, vacation time, health insurance, etc. of its employees.
- 2) Current operations shall not be interrupted.
- 3) Contract shall be awarded on an annual, fixed cost basis.
- 4) Billing shall be for services already rendered, and shall be invoiced after service delivery. Advance billing is not permitted.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

20-3425234

Social Security Number or  
Federal Identification Number

Radio Engineering Assoc inc TX

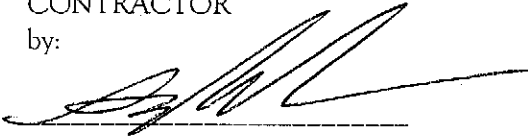
Signature of Individual or  
Corporate Name

By: Stephen R Cloutier  
Corporate Officer  
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

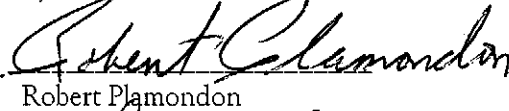
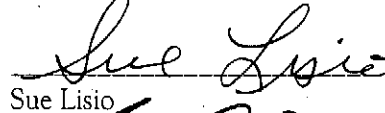
by:



Stephen R Cloutier President  
Printed Name and Title

TOWN OF TOWNSEND

by its Board of Selectmen:

  
Robert Plamondon  
Sue Lisio  
Nicholas Thalheimer

# REA

**Radio Engineering Associates**

Radio Engineering Associates Inc.  
79 Tyler Road Townsend, MA 01469 978-597-0010

To: Greg Barnes  
Town Administrator  
Town of Townsend  
272 Main Street  
Townsend, MA 01469

Rc: Quotation; Specification Townsend Government Channel Operations

Dear Mr. Barnes,

Radio Engineering Associates Inc. is pleased to quote on the attached specification regarding operations, maintenance, software development other services related to the operation of Government Channel 9 for the Town of Townsend.

We are able to provide all of the services listed in the specification.

The company has extensive experience in Radio, Television, Broadcasting, Management and Software Engineering. We are also sensitive to the Municipal budgeting process, administrative proceedings (Town and Selectmen's meetings, etc.).


If you wish to schedule a meeting to discuss this quotation, or if you have any questions, please do not hesitate to contact me by phone or email.

Quotation (for 2 years) \$21,000

This quotation is valid for 30 days from the date of issue.

We look forward to hearing from you.

Thanks and Regards,



Stephen Cloutier  
President  
Radio Engineering Associates, Inc.  
[cloutier@radioassociates.com](mailto:cloutier@radioassociates.com)

----- Original Specifications from Town of Townsend -----

## **Government Access Television and related Specifications for the Town of Townsend**

### I. Overall Scope and Requirements

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