

## MEMORANDUM OF UNDERSTANDING

**WHEREAS**, the Town of Exeter has entered into a renewed franchise agreement with Comcast calling for the establishment of public access, education, and government channels dated October 25, 2010;

**WHEREAS**, the Exeter Board of Selectmen and SAU #16 wish to enter into this Memorandum of Understanding ("MOU") regarding certain aspects of education and public access programming and operations in Exeter;

**WHEREAS**, the voters of the Town of Exeter confirmed public access through the passage of a warrant article at the town election on March 8, 2011;

**WHEREAS**, it is in the public interest to enter into this MOU as described herein;

**NOW, THEREFORE**, in consideration of the foregoing, that SAU #16 and the Town of Exeter agree as follows:

1. It is the understanding of the Town of Exeter and SAU #16 that the broadcast studio located at the Exeter High School, 1 Blue Hawk Drive, Exeter, NH will be utilized as the Operations Center for the SAU #16 Educational Channel (Channel 13) and the Town of Exeter Public Access Channel (Channel 98);
2. It is the further understanding of the Town of Exeter and SAU #16 that the studio will be available to Exeter residents up to 50% of the available operational hours for studio use to include training and production of original programming by Exeter residents;
3. It is the further understanding of the Town of Exeter and SAU #16 that funds from the Exeter Region Cooperative School District Budget and Town of Exeter Cable Television Franchise Fees will share equally in the cost of initial equipment for the High School Operations Center for the Town of Exeter Public Access Channel and the SAU #16 Educational Channel. All equipment initially purchased for the High School Operations Center will be available to Exeter residents for Public Access programming, according to the policies and procedures regarding public access in the Town of Exeter;
4. It is the further understanding that the Town of Exeter and SAU #16 will coordinate efforts regarding personnel to operate the Town of Exeter Public Access Channel and the SAU #16 Educational Channel. During the first year of operations, SAU #16 will employ personnel to coordinate and schedule usage of the High School Operations Center. During this first year, starting with the Date of Hire of the High School Operations Center Coordinator, The Town of Exeter agrees to purchase a minimum of 10 service hours per week from SAU #16 to support the operation of the Town of Exeter Public Access Channel. Personnel costs and needs will be evaluated yearly by both the Town of Exeter and SAU #16.
5. The Town of Exeter and SAU #16 agree that the services provided by the High School Operations Center personnel will include coordinating and providing studio time for Exeter residents and SAU #16 programming, coordinating the bulletin boards for both channels, establishing a program schedule and playback times, providing training sessions, and providing periodic reports to the Exeter

Board of Selectmen and/or EXTV Advisory Committee and SAU #16 Boards & Committees, as needed. Additional personnel services in the future will be negotiated by SAU #16 and the Town of Exeter.

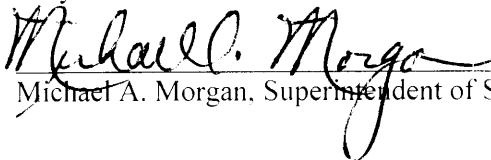
6. This Agreement shall conclude at the conclusion of the current cable franchise agreement on October 25, 2017, unless otherwise extended by the parties:
7. The Town of Exeter may, with a (90) ninety day notice, notify SAU #16 of its intent to relocate the operations center for the Town of Exeter Public Access Channel. In the event this occurs, all equipment purchased for the initial equipping of the studio shall remain with and be unencumbered SAU #16 property, with the exception of the Town of Exeter Bulletin Board equipment. Any equipment purchased solely with Town of Exeter funding and used specifically for Town of Exeter Public Access Channel at the High School Operations Center will become property of the Town and relocated at the new operations center.
8. This agreement may be modified at any time upon mutual consent of all parties.

Considered and approved this 16<sup>th</sup> day of May, 2011.

Duly Authorized for the Town of Exeter, NH

  
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Russell Dean, Town Manager

Duly Authorized for SAU #16

  
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Michael A. Morgan, Superintendent of Schools