

**CONSULTANT AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT, entered into as of this 1<sup>st</sup> day of January 2024, by and between Larchmont Mamaroneck Community Television Inc., a New York corporation, located at 740 W. Boston Post Rd., 3<sup>rd</sup> Floor, Mamaroneck, New York 10543, hereinafter referred to as “LMC” and the Village of Larchmont, a New York municipality located at 120 Larchmont Avenue, Larchmont, NY 10538 hereinafter referred to as the “VILLAGE”;

WHEREAS, the VILLAGE has the right, pursuant to federal law, the “Cable Franchise Agreement by and Between the Villages of Larchmont and Mamaroneck and the Town of Mamaroneck, New York and Cablevision of Southern Westchester, Inc.” and the “Cable Franchise Agreement by and Between the Villages of Larchmont and Mamaroneck and the Town of Mamaroneck, New York and Verizon New York, Inc.” to produce and broadcast public, educational and governmental programming over the cable operators’ cable systems; and

WHEREAS, the VILLAGE intends to enter into an agreement with LMC for the purpose of providing services relating to the filming, editing and broadcast of certain VILLAGE meetings and events more fully described on Attachment “A” hereto which provide a benefit to VILLAGE residents; and

WHEREAS, LMC has represented that they possess sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

**I. SCOPE OF WORK**

LMC shall perform in a proper manner to the satisfaction of the VILLAGE, the scope of services identified herein and further described in and incorporated herein as Attachment “A”. If additional work, over and above that specified in the Scope of Work as identified in Attachment “A”, or that agreed to under this Agreement, is requested by the VILLAGE, such work shall be performed by LMC for at the billing rates specified in Attachment “A”. No additional work shall be deemed authorized except pursuant to a change order signed by both parties or some other method mutually agreed.

**II. TIME OF PERFORMANCE**

Unless otherwise adjusted by the VILLAGE, the services to be performed hereunder will commence upon execution of this Agreement and consistent with professional skill and care.

**III. COMPENSATION AND PAYMENT**

- (a) During the first calendar year during the Term, LMC’s minimum compensation as provided on Attachment “A” shall be a flat fee of \$90,350, and each year thereafter shall be adjusted by the annual change in the Consumer Price Index (CPI) <https://www.bls.gov/cpi/> or similar

governmental measure of inflation. Such flat fee shall be payable by the VILLAGE in four installments. The first installment shall be due on January 1 of each calendar year; the second installment shall be due on April 1 of each calendar year; the third installment on July 1 of each calendar year; and the fourth installment on October 1 of each calendar year.

- (b) In the event that LMC requires PEG capital expenditures to support its operations, LMC shall present such requests to the VILLAGE for review by the VILLAGE Board. If the VILLAGE Board approves such a request the amount of such funding shall be equal to 17.35% of the total PEG capital expenditure request.
- (c) Should this Agreement be terminated at any time before the Expiration Date (defined below), any compensation due to LMC by the VILLAGE shall be prorated on a daily basis, based on the period from the Commencement Date (defined below) until the date of termination, unless such compensation is the subject of a dispute between the parties.

#### **IV. COMPLIANCE WITH LAWS**

LMC shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments in connection with the work performed hereunder.

#### **V. SUBCONTRACT, DELEGATION AND ASSIGNMENT**

This Agreement shall not be assigned, delegated or subcontracted, in whole or part, without the prior written consent of the VILLAGE which may be denied in the VILLAGE's sole discretion. Approval by the VILLAGE of any subcontractor shall not relieve LMC of any liability or responsibility for the proper performance of the work under this Agreement.

#### **VI. TERM**

This Agreement shall be in effect for a period beginning on January 1, 2024 ("Commencement Date") and ending December 31, 2026 ("Expiration Date"), unless terminated prior to such date in accordance with the requirements of this Agreement.

#### **VII. CONTROL OF CONTENT; OWNERSHIP AND REUSE OF MATERIALS**

- (a) The VILLAGE shall have complete control over scheduling, administration and all other programming aspects of all content created under this Agreement, and may delegate such functions, or a portion of such functions, to an appropriate designee. LMC shall not prevent or delay the timely broadcast of any content produced under this Agreement except as expressly directed by the VILLAGE. In the event there is a conflict between the VILLAGE and LMC with respect to the airing of any content, the parties will work together in good faith to reach an agreement with respect to airing such content.
- (b) LMC agrees all materials created for the VILLAGE under the Agreement shall be the VILLAGE'S sole and exclusive property, and LMC hereby assigns all right, title and interest in same to VILLAGE. LMC further acknowledges that any original works of authorship LMC creates, whether alone or jointly with others, within the scope and during the Term of this Agreement, shall be deemed a "work made for hire" as defined by the United States Copyright Act and are protected in accordance therewith. To the extent that such work is not, by operation of law, a work made for

hire, LMC hereby transfers and assigns to the VILLAGE all right, title and interest therein, up to and including copyright. The VILLAGE agrees that it shall grant LMC a non-transferrable, worldwide, royalty free right to use the materials in perpetuity, provided that any use of such materials by LMC is consistent with its mission and purpose as a 501(c)(3) charitable organization that provides access to local news.

**VIII. BREACH; TERMINATION**

- (a) The VILLAGE may terminate this Agreement in the event of a material breach of the terms of this Agreement by LMC upon sixty (60) days' written notice to LMC. LMC shall be given this sixty (60) day period to cure such breach at which time the termination notice must be rescinded if such breach is cured. Such right to termination shall be in addition to all other remedies in law or equity available to the VILLAGE.

**IX. INDEMNIFICATION**

- (a) LMC shall be responsible for all damage to life and property due to activities caused by it, its subcontractors, agents or employees in connection with its services under this Agreement. LMC specifically agrees that its subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that LMC shall indemnify and save harmless the VILLAGE from claims, suits, actions, damages and costs of every name and description resulting from the performance of the services performed under the scope of this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided.
- (b) Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against LMC, or the VILLAGE beyond such as may legally exist irrespective of this Article or this Agreement.

**X. INSURANCE REQUIREMENTS**

- (a) LMC shall, during the performance of the Work, maintain the following insurance in the types and amounts and with insurers satisfactory to the VILLAGE:

- 1)General Liability: \$1,000,000;
- 2)Automobile Bodily Injury: \$1,000,000 per injury and \$1,000,000 each occurrence;
- 3)Automobile Property Damage: \$1,000,000 each occurrence;
- 4)Workers' Compensation Insurance in an amount sufficient to satisfy all statutory requirements of the State of New York.

- (b) Upon execution, LMC shall furnish the VILLAGE with a Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Larchmont as an

additional insured. The certificate of insurance naming the VILLAGE as additional insured must extend coverage to all salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, but only while performing duties on behalf of the Named Insured.

- (c) LMC shall provide for thirty (30) days written notice to the VILLAGE prior to cancellation of any insurance policy required under this Section X.
- (d) New and current certificates shall be provided within thirty (30) days of each policy renewal or change in coverage.
- (e) The VILLAGE shall be named as an additional insured on coverages under General Liability as specified above.

#### **XI. INDEPENDENT CONTRACTOR**

The status of LMC under this Agreement shall be that of an independent contractor and not that of an employee or agent of the Village, and in accordance with such status, LMC, and their respective officers, agents, employees, representatives and servants, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the VILLAGE nor make any claim, demand or application for any right or privilege inconsistent with such status including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

#### **XII. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions, hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### **XIII. TRANSFERABILITY OF INTEREST**

LMC shall not assign, sublet, or otherwise transfer its interest in this Agreement without the written consent of the VILLAGE which may be denied in the VILLAGE'S sole discretion.

#### **XVII. GOVERNING LAWS**

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

#### **XVIII. SUPPLEMENTS TO AGREEMENTS**

The following attachments, supplements or addendums form an integral part of this Agreement.

Attachment "A" - "SCOPE OF WORK";

**XIX. ENTIRE AGREEMENT**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

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

Village of Larchmont

Larchmont Mamaroneck Community  
Television, Inc.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Title

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Title

**ATTACHMENT A  
TO THE  
CONSULTANT AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN VILLAGE OF LARCHMONT AND  
LARCHMONT MAMARONECK COMMUNITY TELEVISION INC.**

The parties agree that the scope of work to be provided to the VILLAGE by LMC is as follows exclusively for the term of this agreement:

1. LMC will record all of the events provided below.
2. LMC will provide all necessary staff and equipment to facilitate such recording to the extent that such equipment is not provided by the VILLAGE. LMC shall provide CATV technical support and assistance, including equipment trouble-shooting and problem resolution, procedure review and documentation, and production assistant responsibilities, such as camera set-up and operation, as well as other roles and duties associated with the planning, production, and broadcast of cablecast programs and will be responsible for timely production and broadcast of all content aired on the government access channels assigned to the Village by its cable franchises. LMC will also make all Village content available for on-demand web access at LMCMedia.org.
3. LMC will facilitate the transmission of all content recorded on behalf of the VILLAGE to the headends of Altice and Verizon in order to allow for the broadcast of such content on the respective cable operators' cable systems. Such transmission will be made via the existing infrastructure constructed under the VILLAGE's cable franchise agreements with Verizon New York, Inc. and Cablevision of Southern Westchester, Inc.
4. LMC will not downgrade in quality or otherwise limit or delay the transmission of such content to the respective cable operators' headends except as expressly directed by the VILLAGE. LMC will not be penalized for any system failure beyond their control.
5. The VILLAGE shall have the right, exercisable in its sole discretion to request that LMC record and broadcast events or content not expressly contemplated by this Agreement ("Additional Programs"). The VILLAGE shall provide LMC with a minimum of ten (10) days' notice of such Additional Programs, including the date and anticipated timeframe for which representatives of LMC will need to be present to record the Additional Programs. LMC shall make commercially reasonable efforts to facilitate such recording and broadcast and, should LMC be unable to perform the requested services, LMC shall provide to the VILLAGE a written denial of the request and an explanation as to why LMC is unable to perform the requested services. LMC's services to record and broadcast such Additional Programs shall be limited to the scope of services requested by the VILLAGE. Such Additional Programs shall be billed at the rates provided below.
6. LMC agrees that it will continue its community partnership, marketing and promotion of Larchmont businesses, nonprofits, and municipal activities on social media.
7. LMC agrees that will continue to provide subsidized rates to the citizens, businesses and non-profits for their use of LMC staff and services

### **Anticipated Programming:**

1. Recording, broadcasting and archiving approximately 11 monthly Village Board meetings per year. Village Board Meetings typically take place on the third Monday of each month, but such dates may be subject to change.

Cost: \$650 per meeting.

Total Cost: \$7,150

2. Recording, editing, broadcasting and archiving 20 Village Events per year. Such anticipated events may include the Spring Egg Hunt, Memorial Day Parade, 4th of July Races (if any), Summer Concert Series, Larchmont Day, Ragamuffin Parade, Light Up Larchmont, Sprint to Flint, Arts Festival, Earth Day, Village Board Ribbon Cuttings, Village-wide Chamber of Commerce events, such as Arts On the Avenue.

Cost: \$1300 per event.

Total Cost: \$26,000

3. Recording, editing, broadcast and archiving of approximately 190 Tri-Municipal events and programs. These programs included programs such as Mamaroneck School Board Meetings, Mamaroneck School sports events, September 11th Ceremony, etc. (The fee charged for these events is pro-rated based on the Village's 17.35% share of the total cost of Tri-Municipal events).

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Total Cost: \$42,855

4. In addition to the costs for programming, the Village agrees to pay to LMC an additional US\$14,345 for overhead costs.

**Total Programming Costs: \$90,350**

### **Additional Programming**

Additional Programming shall be provided at the rate of \$650 per Village Board meeting and for other events, no more than the Member rates listed on the LMC website: <https://lmcmmedia.org/production-services/#RateCard>