

TOWN OF LEXINGTON

CONTRACT

#06-22

**Programming, Management and Operation
Of PEG Access**

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**Programming, Management and Operation
Of PEG Access**

I **Contract**

II **Exhibit "A"**
Town of Lexington Request For Proposals

III **Exhibit "B"**
LexMedia Proposal



TOWN OF LEXINGTON MASSACHUSETTS 02420

1625 MASSACHUSETTS AVENUE

LEXINGTON CABLE ACCESS AGREEMENT

Between the

TOWN of LEXINGTON

and

LEXINGTON COMMUNITY MEDIA CENTER, INC.

OCTOBER 1, 2005

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LEXINGTON CABLE TELEVISION ACCESS AGREEMENT

This Agreement is made as of this ~~EIGHT~~ day of, ~~SEPTEMBER~~ 2005 by and between the TOWN of LEXINGTON (“Town” or “Issuing Authority”), a municipal corporation, and Lexington Community Media Center, Inc, (“LexMedia”), a non-profit corporation duly established under the laws of Massachusetts.

Whereas, the Town desires to provide support for the use of public, educational, and government (“PEG”) access channels, facilities, programming and services provided pursuant to federal law; and

Whereas, the Town has granted licenses to Comcast of Massachusetts I, Inc. (“Comcast”) and RCN-BECOCOM, L.L.C. (“RCN”) to operate cable television systems in the Town; and

Whereas, the cable license agreements between the Town and Comcast and RCN stipulate that the Town shall designate an entity to operate and administer PEG access facilities, programming, services and funding; and

Whereas, the Town’s RFP process has resulted in LexMedia being chosen as such entity.

Now, therefore, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereto agree as follows:

I. PURPOSE

The purpose of this Agreement is to insure the provision of cable television access services to Lexington residents and/or persons affiliated with Lexington institutions, businesses or agencies (“Authorized Users”) who desire to use the Lexington cable television system for purposes of production and/or transmission of signals for non-commercial public, educational and/or governmental (PEG) purposes.

II. RFP

On April 28, 2005, the Town issued a Request for Proposal for Programming, Managing and Operation of PEG Access ("RFP"). A copy of the RFP is attached as **Exhibit A** hereto.

LexMedia responded to the RFP and was selected by the Town as the most qualified proposer.

A copy of LexMedia's response is attached as **Exhibit B**.

III. TERM OF AGREEMENT

3.1 Effective Date

This Agreement shall become effective upon execution by both parties. The initial term of this Agreement will be three (3) years (October 1, 2005-September 30, 2008), with an option by the Town to renew the Agreement for two (2) additional years. The Agreement will be renewable based on the performance of LexMedia as evaluated pursuant to Article IX hereof.

3.2 Early Termination

The Town, in its sole discretion, shall have the right to terminate this Agreement if LexMedia fails to cure any default under this Agreement within thirty (30) days of the date of a written notice from the Town describing the default.

LexMedia shall have the right to terminate this Agreement after sixty (60) days of the date of a written notice from LexMedia to the Town.

IV. RESPONSIBILITIES AND OBLIGATIONS

During the term hereof, LexMedia will give its best efforts, subject to the availability of time, LexMedia personnel equipment and funds to perform the services as further described in the RFP attached as **Exhibit A** hereto, including, but not limited to (the "PEG Access Services"):

a) LexMedia will cablecast all annual and special Town Meetings, Board of Selectmen and School Committee meetings. Meetings such as hearings preliminary to the Town Meetings, and other committee meetings and community events will be

covered on a best efforts basis. LexMedia is encouraged to add to this list other governmental meetings (e.g. "Candidates Nights", "Planning Board") as funding permits and with concurrence of the hosts of the meetings.

b) Such cable casting shall include an initial live cablecast and at least three subsequent cablecasts of the recordings within one week of the original session. The timing of the subsequent cablecasts should span a range of times during the day (e.g., morning, afternoon, night) so as to be accessible to as many subscribers as possible.

c) LexMedia will produce Governmental Access programming in consultation with the Town Manager and assume such other responsibilities related to this production as LexMedia and the Town Manager mutually agree upon.

d) LexMedia will produce Educational Access programming in cooperation with the Lexington Public Schools and assume such other responsibilities related to this production as LexMedia and the Superintendent of Schools may mutually agree upon.

e) The directors, managers and staff of LexMedia will make themselves available from time to time to advise the Town on matters concerning PEG Access.

f) LexMedia will engage in outreach activities designed to inform Town residents and organizations about the availability and use of PEG Access channels and to encourage their use.

g) LexMedia will provide a community calendar on the public access channels and on the LexMedia Web site for the purpose of announcing programming and access services, making public service announcements, and allowing the Town, the School Department or other nonprofit organizations to make certain announcements. The community calendar will be updated regularly. The community calendar will be cablecast when regular programming is not scheduled.

h) LexMedia will publicize each week's programming schedule in the previous week's issue of at least one local newspaper, which, until further direction, is the Lexington Minuteman.

i) LexMedia shall create and maintain a Web site that allows access to an up-to date copy of, at a minimum, the current and following week's programming schedules, the Community calendar, and timely notification of planned schedule changes.

j) LexMedia will be responsible for locating, arranging for use of, managing and maintaining facilities, including payment for rent, for the PEG Access purposes under this agreement, except that LexMedia will not be required to pay for the use of Town or School facilities used for PEG Access purposes. Fees for custodial services or police detail for public safety when using School or Town facilities will be negotiated between LexMedia and the School Committee or the Town.

k) LexMedia will maintain accounting, budget, and business systems for the management, operation, protection, investment, and oversight of the facility and PEG access services that comply with generally accepted accounting principles (GAAP).

l) LexMedia shall take whatever precautions are necessary to protect all of the loaned and owned property. In particular, it shall establish a system of non-removable identity tags on all equipment and an inventory log of all of the loaned and owned equipment so that the whereabouts of each piece of equipment is known at all times.

m) LexMedia shall provide public access production services to Lexington groups and organizations and individuals who live, work or attend school in Lexington on a non-commercial, first come first served, non-discriminatory basis, using LexMedia's facility, equipment, staff and other resources as LexMedia deems necessary and appropriate to fulfill ~~community~~ access management needs.

n) LexMedia shall not provide public access production services to those that do not meet the criteria of the preceding paragraph without prior approval of the Town Manager.

o) Access to equipment and facilities will be open to those who satisfactorily complete training classes provided by LexMedia, or who receive a certification from LexMedia identifying the user as having satisfied training requirements through means other than LexMedia training classes.

V. BOARD OF DIRECTORS

5.1 Diversity and Election

LexMedia shall have a Board of Directors who are representative of the diversity of the Town of Lexington and LexMedia producers.

5.2 List of Directors

An up-to-date list of the membership of the Board of Directors shall be provided to the Issuing Authority within thirty (30) days after a change in membership of the Board.

5.3 Composition of the Board

The Board of Directors or other proposed governing body shall include one member designated by the Board of Selectmen and one member designated by the School Committee.

VI. EMPLOYMENT AND STAFFING

6.1 Non-discrimination in Employment and Service

LexMedia shall adhere to state and federal laws regarding equal opportunity and shall not discriminate against any person or applicant for employment or for the provision of services as subcontractor or in the delivery of services on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

6.2 Personnel Policies and Job Descriptions

LexMedia shall have written personnel policies, copies of which shall be distributed to all employees and a copy of which shall be provided to the Issuing Authority. Each position shall have a clearly written job description.

6.3 Staffing

A) Full-Time Staff

LexMedia shall hire, at a minimum, one and one-half full-time equivalent professional staff, exclusive of the executive director, and shall continue to provide at least this level of staffing during the term of this Agreement.

B) Volunteers

In keeping with the intent of this Agreement to provide PEG access, LexMedia shall actively recruit and train volunteers. Paid staff shall be responsible for supervision of all volunteers while such volunteers are in the studio or on location. LexMedia shall develop standards and protocols for volunteers who participate in the production of Public, Educational or Governmental programming. LexMedia shall be held responsible and liable for actions of volunteers and shall purchase insurance in coverages and amounts as necessary in this regard.

6.4 Overview of Responsibilities for PEG

The following sections provide overviews of representative, non-exclusive responsibilities in each element of Public, Educational, and Governmental programming. LexMedia will give its best efforts subject to the availability of time, LexMedia personnel equipment, and funds to the production of such programming.

A) Public Access

Public Access is the provision of a forum for free expression for members of the community on a first-come, first-served, non-discriminatory basis. Responsibilities include:

1. training in television production and technical support to producers

2. access to the equipment and facilities needed to produce such programs
3. access to time slots on channels provided for the cablecasting of programs
4. maintenance of the program schedule and equipment
5. promotion of channel activities
6. oversight of the facilities

B) Educational Access

Educational Access, intended to provide a wide spectrum of educational programming, shall be defined in its broadest terms and include our best efforts to provide:

1. activities and events of the Town of Lexington School Department Administration
2. activities and events of K-12 schools, such as scholastic affairs, sports, performing arts, sciences, academic competitions, PTO meetings, student-produced programs
3. activities and events of other educational institutions.

C) Governmental Access

Governmental access is dedicated to the production of governmental programming as requested by and in cooperation with the Town, its officers, departments, boards, committees and commissions.

Responsibilities include:

1. training in television program production
2. assistance and support in the production of government programs
3. coverage of governmental programs
4. public service announcements

VII PROGRAMMING

7.1 Non-commercial Programming

The PEG access facilities shall be used for the production of non-commercial access programming. LexMedia shall under no circumstances sell or cablecast commercial advertising. Acknowledgements of support may be made provided they are consistent with the requirements of the Town's Licenses with its respective cable providers and law. The Town acknowledges

that LexMedia shall be able to provide some services for a fee including, but not limited to, blank tape sales, tape dubbing, and other similar services.

7.2 No Censorship

It is the Town's intention that there be no censorship of program content on the part of the Town. LexMedia shall have control of the program content to the extent allowed by applicable federal and state law. LexMedia shall keep facilities, services, and channels open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws.

7.3 Bulletin Board

LexMedia shall provide a "bulletin board" on access channels for the purposes of announcing programming and cable television access services, making public service announcements and allowing the Town departments or the schools to make certain announcements, or for such other purposes as are reasonably necessary or appropriate. LexMedia shall take care to ensure that the announcements on the bulletin board are updated regularly and appropriately so that it functions efficiently and that the information provided to the public is accurate and timely and adheres to applicable federal and state laws and regulations. LexMedia shall cooperate with Town and School Department officials to accommodate their need for prompt access to the bulletin board for emergency public safety announcements, such as school and street closings.

7.4 Programming Promotion

LexMedia shall publicize its access programming weekly in local newspapers and shall maintain up-to-date schedules on the access channel bulletin board and on LexMedia's Web site.

7.5 Copyright and Ownership

A) Before cable casting video transmissions LexMedia shall require all users to agree in writing that they shall make all appropriate arrangements to obtain rights to all material cablecast and clearance from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all persons as may be necessary to transmit its or their program material over the PEG access channels that are operated and managed by LexMedia. LexMedia shall maintain for the applicable statute of limitations for Town's inspection upon reasonable notice by the Town and for the term of the applicable statute of limitations, copies of all such user agreements.

B) LexMedia shall own the copyright of any programs which it may choose from time to time to produce. Copyright or programming produced by the public shall be held by such person(s) who produce said programming.

C) LexMedia shall require that all programs produced with funds, equipment, facilities,² or staff granted under this agreement shall be distributed on the channels whose use is authorized by this agreement. This paragraph shall not be interpreted to restrict other distribution so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.

D) At least at the beginning and end of each day that video programming is cablecast on the PEG access channels whose use is authorized by this agreement, LexMedia shall display a credit stating "This channel is operated by LexMedia for the Town of Lexington" Such credit shall also state that opinions expressed in PEG access programs are the sole responsibility of the program producers.

VIII. EQUIPMENT AND FACILITIES

8.1 Ownership and Record of Purchase

Any equipment and assets currently held by LCTV, as listed in **Exhibit "A"** shall remain the property of the Town.

Any equipment and furnishings purchased by LexMedia with funds provided pursuant to this Agreement shall become the property of the Town. On or before the thirtieth (30th) day following the end of each calendar quarter, LexMedia shall forward to the Town a list of equipment purchased with each item's cost during the prior calendar quarter. LexMedia shall keep on file a copy of each invoice describing equipment purchased and shall execute any documents requested by the Town to indicate the Town's ownership of such equipment. Notwithstanding the foregoing, LexMedia shall give the Town twenty (20) business days' advance written notice of its intent to purchase any equipment in excess of \$25,000.00. If LexMedia does not receive written objection from the Town within twenty (20) business days regarding such intended purchase, LexMedia may purchase such item, provided that such item is promptly listed on the quarterly equipment list as required herein. In the event of emergency situations where cable casting is, or threatens to be, compromised, such equipment may be purchased with verbal approval of the Town Manager

8.2 Sale of Equipment

No equipment shall be sold, otherwise transferred, or discarded without the prior written approval of the Town. LexMedia shall provide the Town on an annual basis with an inventory of all equipment and furnishings in its possession.

8.3 Maintenance and Insurance

LexMedia shall be responsible for repair and maintenance of all equipment during the term hereof and to insure such equipment as further provided under Paragraph XII hereof. If LexMedia determines that equipment or other property cannot be repaired, LexMedia will seek written concurrence from the Town to dispose of the equipment or other property.

IX. PUBLIC PERFORMANCE EVALUATIONS AND REPORTS

Throughout the term of this agreement, LexMedia shall provide the following reports in a timely fashion:

9.1 Public Performance Evaluations

Every year, within ninety days before the anniversary date of the execution of the Agreement, LexMedia will take part in a public performance evaluation, in the form of a public hearing conducted by the Town's Communications Advisory Committee. LexMedia may be assisted by an outside individual who is expert in PEG access channel operation. The process and conduct of this evaluation will be determined by the Town and communicated to LexMedia in written or electronic form within the first thirty days of the ninety day evaluation period. The purpose of said evaluation will be to determine whether LexMedia is performing its responsibilities pursuant to the Agreement, namely, PEG programming, training residents and scheduling PEG Access channels. After the first performance evaluation, the frequency of said evaluations may be changed by the advance, mutual written agreement of the Town and LexMedia.

9.2 Reporting Requirements

Within ninety days after the end of each fiscal year, LexMedia will provide, at its own expense, financial and operating reports to the Town. The operating report will reflect input received from community members and organizations, and will serve as a means of evaluating the performance of LexMedia and identifying new goals and directions. LexMedia will be scheduled to attend a subsequent Board of Selectmen meeting to summarize its annual operating report and respond to any questions that the Board may have regarding the report or the most recent public performance evaluation.

X. PAYMENT

10.1 Payments

In exchange for fulfilling its obligations under this Agreement, LexMedia will be compensated at the amounts shown in the following table:

	Contract signing thru 12/31/05	2006	2007	Jan. 1-Sept.30 2008
Expenses	55,000	220,000	220,000	165,000
PEG Cap. Equip/Other	<u>150,000</u>	<u>50,000</u>	<u>50,000</u>	<u>37,500</u>
Total	205,000	270,000	270,000	202,500

The Town will make payments after LexMedia submits an original **invoice** for services rendered for the applicable time period. LexMedia's invoices shall include a detailed description of the services performed and any expenses incurred. The invoice shall be in such form and contain such detail as the Town may reasonably require. The Town shall make payment to LexMedia for approved amounts within thirty (30) days after the Town receives an invoice. Payment of \$150,000 for PEG/capital equipment and any other start-up expenses shall be made by the Town at the time of signing of this contract. Funding in FY2006 and FY2007 is subject to Town Meeting appropriation.

During December of each year, LexMedia will meet with the Lexington Board of Selectmen to review the financial terms of this contract for the coming calendar year and to determine whether any financial adjustments are necessary. Said adjustments shall be in writing in the form of a contract amendment and shall not be effective until signed by the Town and LexMedia.

XI. INDEMNIFICATION AND LIABILITY

LexMedia hereby releases and covenants to defend and hold harmless the Town, its officers, agents, employees, CAC members, representatives, and volunteers of and from any and all causes of actions, claims, demands, damages, costs, losses of service, expenses and compensation on account of or in any way arising from, directly or indirectly, personal injuries or property damage resulting from or claimed to result from any act or omission of LexMedia, its officers, employees, volunteers, agents, representatives and invitees, related to LexMedia's activities, operations, and its provision of cable television access services pursuant to this Agreement, unless due solely to acts of commission or omission by the Town, its officers, agents, employees, CAC members, representatives, and volunteers.

LexMedia further agrees to protect and defend the Town, its officers, agents, representatives, employees and CAC members against any claim for damages, costs, loss of service, expenses and compensation, or other claim resulting from or claimed to result from activities undertaken by LexMedia, its officers, employees, agents, representatives, volunteers, and invitees and to indemnify, reimburse or make good to the Town, its officers, agents, representatives, and employees any loss, damage or cost, including attorneys' fees, the Town, its officers, agents, representatives or employees, may have to pay if any claim arises from such activities, unless due solely to acts of commission or omission by the Town, its officers, agents, employees, CAC members, representatives, and volunteers.

The Town hereby releases LexMedia, its officers, employees, agents, representatives, volunteers, and invitees from and against any and all claims, losses, liabilities, or damage, including payment of reasonable attorneys' fees, caused in whole or in part by any act of commission or omission by the Town, its officers, agents, employees, CAC members, representatives, and volunteers.

XII INSURANCE

12.1 Coverage For Term of Agreement

LexMedia shall, at all times during the term of this Agreement maintain professional liability insurance comparable to broadcast liability insurance and comprehensive public liability insurance, which shall include the broad form comprehensive general liability endorsement covering LexMedia's activities, including, but not limited to, construction of access facilities, operations and its provision of cable access television services pursuant to this Agreement. Such policies shall be written by a responsible company qualified and admitted to do business in Massachusetts and in good standing therein. The policies provided for herein shall specifically cover the indemnity provisions in the preceding Section.

LexMedia shall be considered in default of this agreement if any of the required insurance coverages expires, lapses or is otherwise not valid.

12.2 Town as Co-Insured or Additional Insured

The Town shall be named as a co-insured or additional insured on all aforementioned insurance coverages. All insurance certificates shall provide that the policies shall not be cancelled without at least thirty (30) days written notice to the Town.

12.3 Notification of Coverage

LexMedia shall deposit with the Town copies of the binders and certificates of insurance naming the Town as an additional insured within ten (10) days of the execution of this Agreement. Actual policies and certificates of insurance shall be deposited with the Town within thirty (30) days of the date of this agreement, or as soon as these become available. LexMedia shall deposit copies of successor policies and certificates of insurance with the Town on an annual basis within ten (10) days of renewal of policies or as soon as these become available.

12.4 Insurance Coverage

A) Comprehensive Liability Insurance:

LexMedia shall obtain comprehensive liability coverage including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits for such coverage shall be: (1) bodily injury including death, \$1,000,000 for each person, occurrence and \$2,000,000 aggregate; (2) property damage, \$1,000,000 for each occurrence and \$2,000,000 aggregate.

B) Equipment Insurance:

Replacement cost insurance coverage shall be maintained on all equipment and facilities including fixtures, funded in whole or in part under this Agreement. Insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe.

C) Workers' Compensation Insurance:

Full Workers' Compensation Insurance and Employer's Liability *with* limits as required by Massachusetts law.

D) Cablecasting Errors and Omission Insurance:

Insurance shall be maintained to cover the content of productions which are cablecast on the access channels in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress; invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

XIII. MISCELLANEOUS PROVISIONS

a) Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and LexMedia each binds itself, its partners, successors, assigns, and legal representatives to the other party.

b) Assignment by LexMedia. LexMedia shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by LexMedia in violation of this Paragraph shall be void and without force or effect.

c) Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and LexMedia with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both the Town and LexMedia.

d) Contract Monitoring. This Agreement shall be monitored by the Lexington Communications Advisory Committee ("CAC").

e) Technology Review. In the ninth month after the effective date of the Agreement, and annually thereafter, LexMedia shall meet with members of the CAC to review LexMedia's technology plans. The purpose of this review is to show that LexMedia is effectively using available technology to maximize effectiveness of its staff and to bring enhanced services to the Lexington community.

f) Limited Liability. No officer, director, member, official, employee, volunteer participant or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to

LexMedia hereunder, for the Town's payment obligations or otherwise, LexMedia hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to LexMedia for indirect, incidental or consequential damages.

g) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

h) No Waiver. The Town's review, approval, acceptance or payment for services under this Agreement shall not operate as a waiver of any rights under this Agreement and LexMedia shall be and remain liable to the Town for all damages incurred by the Town as a result of LexMedia's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

i) Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

XIV. EQUAL EMPLOYMENT OPPORTUNITY

j) In connection with the performance of the services under this Agreement, LexMedia shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, gender or

disability. LexMedia shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

k) In connection with the performance of the services under this Agreement, LexMedia shall not discriminate in its relationships with subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, gender or disability.

l) LexMedia shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

XV. CERTIFICATIONS BY LEXMEDIA

By execution of this Agreement, LexMedia certifies that:

a) LexMedia has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b) No Subcontractor or subconsultant to LexMedia has given, offered or agreed to give any gift, contribution or offer of employment to LexMedia or to any other person, corporation, or entity as an inducement for, or in connection with, the award of a contract by LexMedia to such subcontractor or subconsultant.

c) No person, corporation or other entity, other than a bona fide full time employee of LexMedia, has been retained or hired by LexMedia to solicit for or in any way assist LexMedia in obtaining this Agreement upon an agreement or understanding that

such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to LexMedia.

d) LexMedia shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

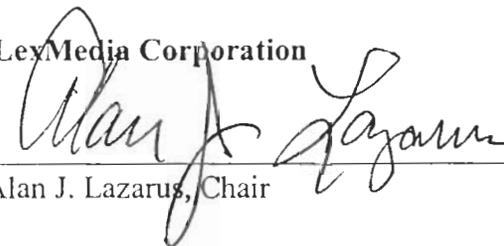
XVI. TAXES

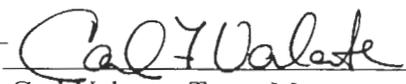
By execution of this Agreement LexMedia, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who have signed this Agreement on LexMedia's behalf, filed all state tax returns and paid all state taxes required under law.

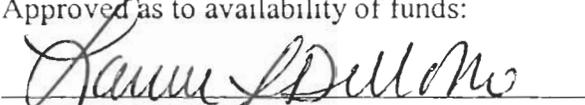
XVII. CONFLICT OF INTEREST

LexMedia acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and LexMedia agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of LexMedia based on said statute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above.

LexMedia Corporation
By: 
Alan J. Lazarus, Chair

Town of Lexington

Carl Valente, Town Manager

Approved as to availability of funds:

Comptroller: