



**TOWN OF LEXINGTON MASSACHUSETTS 02420**

**1625 MASSACHUSETTS AVENUE**

**EXTENSION OF  
LEXINGTON CABLE ACCESS AGREEMENT**

**Between the**

**TOWN of LEXINGTON**

**and**

**LEXINGTON COMMUNITY MEDIA CENTER d/b/a LEXMEDIA**

**July 1, 2014 to June 30, 2017**

## **EXTENSION OF LEXINGTON CABLE ACCESS AGREEMENT**

This extension to the original LEXINGTON CABLE ACCESS AGREEMENT that commenced January 1, 2010 between the TOWN of LEXINGTON (“TOWN” or “Issuing Authority”), a municipal corporation, and Lexington Community Media Center, d/b/a LEXMEDIA, (LEXMEDIA), a non-profit corporation duly established under the laws of Massachusetts is made as of this 30th day of June 2014.

The parties hereto agree as follows:

### **I. TERM OF AGREEMENT**

The term of this Agreement shall be extended for an additional three (3) year period from July 1, 2014 through June 30, 2017.

### **II. CHANGES TO EXHIBIT A: BASIC SERVICES**

EXHIBIT A shall be amended as follows:

2.1 Exhibit A, Section 6. Outreach, paragraph d) is amended so that the first sentence shall read,

“LEXMEDIA management shall attend ongoing conferences, classes and workshops in PEG management and access TV technology such as those held by the Alliance For Community Media and Mass Access or similar industry-related groups.

2.2 Exhibit A, Section 9. Fine Grain Indexing of Recordings of Meetings is hereby deleted and replaced with the following:

“LEXMEDIA shall provide indexing for the programs in the OnDemand archive to allow for users to search by Board or Committee, or by specific topic. Users shall be able to proceed quickly to the agenda item or other section to be viewed. Instructions shall be provided for users of OnDemand and indexing.”

2.3. Exhibit A, Section 11. OnDemand Access to Video Content is hereby amended to delete in entirety the fourth paragraph beginning “Searching the OnDemand system...”

2.4 Exhibit A, Section 12. Facilities and Equipment is hereby amended to replace the seventh paragraph, beginning “LEXMEDIA shall coordinate with the TOWN of Lexington’s Department of Management Information Services...” with the following:

“LEXMEDIA shall coordinate with the TOWN’s Chief Information Officer and the Director of Facilities, as appropriate, on the inventory, upgrades, maintenance, and security of equipment in TOWN buildings used for video production and program origination. LEXMEDIA shall cooperate with the Department of Information Technology in maintaining and operating the off-site Backup Archive.”

2.5 Exhibit A, Section 13. Reporting Requirements is hereby deleted in its entirety and replaced with the following:

“All reports shall be accessible to the public through the Website created and maintained by LEXMEDIA.

“LEXMEDIA shall provide quarterly financial and operating reports to the Town Manager within 30 days after the end of each calendar quarter. Reporting for the fourth quarter shall be incorporated into the Annual Report. Quarterly Reports are to include:

- a) For each year, a fundraising target shall be set. The report shall state the current level of fundraising to this target goal year to date, and any projected shortfall and explanation for said shortfall.
- b) The number of individual volunteers trained this quarter and year to date. The report shall note reasons for any significant increase or decrease in training demand. The report shall include the number of TOWN Board and Committee members and staff trained year-to-date.
- c) The number of hours of type of programming, broken out by original and non-original, year to year for the quarter, by channel and by origin.

- d) The report shall state if LEXMEDIA does not cover all required meetings in a quarter, and the reason(s) for the limited coverage. The number of non-required government meetings covered shall also be provided.
- e) The number of OnDemand programs available, year to date. Numbers of OnDemand viewers for the rolling last 13 months. The report shall mention if there are issues with the indexing of programs.
- f) A list of equipment purchased during the quarter and the cost of each item.
- g) A list of complaints received.

“LEXMEDIA shall provide annual financial and operating reports to the Town Manager within 60 days after the end of each contract year.

- a) A complete set of financial statements for the just completed fiscal year as prepared by an accountant. Audited financial statements shall be prepared, and the results provided to the TOWN, every three years for the length of the contract.
- b) Inventory of all equipment.
- c) Budget for the following year by category, including a line item for equipment replacement/upgrades, unexpected failures, and funding for new initiatives. The report shall discuss planned changes in staffing, either number or composition.
- d) Fundraising, year-to-date and two prior years. Any significant deviance from the goal for the current year shall be explained. A brief plan and goal for the next year shall be provided.
- e) Total volunteers trained this year and the last two years. Total number of hours for the year of TOWN staff, Board, and Committee members. Plans for changes in training courses and approach, if any, shall be included.
- f) Number of hours of programming for the most recent year and two prior years for each channel and by origin. The total number of non-required government meetings covered for the year shall be provided. An outline of plans to add programming for the next year shall be included.
- g) Non-Cable Distribution. Total number of OnDemand programs available for the current year and the two prior years. Number of OnDemand viewers for the past

13 months. The total number of downloads, year to date, by users of the LEXMEDIA Mobile App shall also be provided.

- h) A list of complaints received.
- i) Expansion of Services and New Initiatives: Plans for expanding existing services or offering new services, either in the studio, on the web or via other distribution methods.”
- j) Pursuant to the requirement of Section 6(d), a report of all conferences, classes and workshops in PEG management and access TV technology attended.

2.6 Exhibit A, Section 14. Performance Assessments and Evaluations, paragraph c) is hereby deleted and is replaced with the following:

“Beginning 120 days prior to the end of the final year of the base contract, i.e., 6/30/2014, and 180 days prior to the end of the final year of any extension thereof, LEXMEDIA shall take part in a performance evaluation including a public hearing conducted by the CAC on behalf of the TOWN. The process and conduct of the performance evaluation will be determined by the TOWN and communicated to LEXMEDIA within the first month of the evaluation period. In the case of each contract extension, this performance evaluation shall be completed no later than 60 days prior to the end of the final contract year. The purpose of this evaluation is to determine whether LEXMEDIA is meeting its contractual responsibilities. It is the intent of the TOWN to use the CAC’s report on the performance evaluation in making a decision on extending the contract.”

### III. CHANGES TO EXHIBIT B: SCHEDULE OF PAYMENTS

The schedule of payments shall be replaced by the following:

	7/1/2013 to 6/30/2014	7/1/2014 to 6/30/2015	7/1/2015 to 6/30/2016	7/1/2016 to 6/30/2017
<b>Basic Services</b>				
Expenses	\$ 317,908	\$ 362,279	\$ 362,279	\$ 362,279
Capital	\$ 59,284	\$ 59,084	\$ 59,084	\$ 59,084
<b>Total</b>	<b>\$ 377,192</b>	<b>\$ 421,363</b>	<b>\$ 421,363</b>	<b>\$ 421,363</b>
<b>Additional Services</b>				
Cablecasting of Additional Meetings	\$ 14,405	\$ 14,664	\$ 14,664	\$ 14,664
Indexing	\$ 5,722	\$ 5,801	\$ 5,801	\$ 5,801
Town Management of a portion of Community Bulletin Board Start-Up Cost (equipment, Installation and Training)	\$ -	\$ -	\$ -	\$ -
Annual Maintenance Fee	\$ 2,027	\$ 2,027	\$ 2,027	\$ 2,027
<b>Total</b>	<b>\$ 20,154</b>	<b>\$ 22,492</b>	<b>\$ 22,492</b>	<b>\$ 22,492</b>
<b>Total</b>	<b>\$ 397,346</b>	<b>\$ 443,855</b>	<b>\$ 443,855</b>	<b>\$ 443,855</b>

The first paragraph shall be replaced by the following:

The amounts shown above for the contract years beginning 7/1/2015 and 7/1/2016 shall be adjusted based on the Boston Area Consumer Price Index for All Urban Consumers (CPI-U) for the prior calendar year ending December 31<sup>st</sup>, but shall not be any less than the amounts for the prior contract year.

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

**Lexington Community Media Center**

**TOWN of Lexington**

By: David Ilsley  
David Ilsley, Chair

Carl F. Valente  
Carl F. Valente, TOWN Manager

Approved as to the availability of funds:

Robert N. Addelson  
Robert N. Addelson, Comptroller

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