

**City Council Agenda Items
and
Contracts, Leases or Agreements**

11/15/2011

City Council Meeting Date
Agenda Items Only

Lindsley Smith
Submitted By

Communication
Division

General Government
Department

Action Required:

A Resolution to renew a contract with Community Access Television, Inc., to provide public access services and operate the Public Access Television channel throughout 2012 for \$93,000.

<u>\$93,000</u> Cost of this request	<u>\$93,000.00</u> Category / Project Budget	<u>Services & Charges</u> Program Category / Project Name
<u>1010.6600.5713.00</u> Account Number	\$ _____ Funds Used to Date	<u>Miscellaneous</u> Program / Project Category Name
_____ Project Number	\$ <u>93,000.00</u> Remaining Balance	<u>General</u> Fund Name

Budgeted Item

Budget Adjustment Attached

Lindsley Smith 10-28-11
Department Director Date

K. Jordan 10-31-11
City Attorney Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Paul a. Bisher 10-31-2011
Finance and Internal Services Director Date

Received in City Clerk's Office Ush
10-23-11 P03:48 RCVD

Ann Mann 10-31-11
Chief of Staff Date

Received in Mayor's Office

ENTERED
10/31/11
AK

Lionel Jordan 11/1/11
Mayor Date

Comments:



www.accessfayetteville.org

CITY COUNCIL MEMO

TO: Mayor Lioneld Jordan and City Council
FROM: Lindsley Smith, Communication Director *LS*
DATE: October 28, 2011
SUBJECT: Community Access Television, Inc., (dba as Your Media) Contract for 2012

RECOMMENDATION

Approval of the attached contract between the City of Fayetteville and Community Access Television, Inc. (now doing business as Your Media) in the amount of \$93,000 to operate the Public Access Channel from January 1, 2012, through December 31, 2012.

BACKGROUND

Community Access Television, Inc. (doing business as Your Media), was selected to be the City’s public access provider and was awarded a five-year contract in 2011 with required annual renewals. This is a request for the annual contract renewal for January 1 through December 31 of 2012.

DISCUSSION

Over the last year, Fritz Gisler, City of Fayetteville Television Center Manager, and Anne Shelley, Director of Your Media, met several times throughout the year on methods to strengthen effective Public Access Channel services, which included tracking and determining any tweaks that might be needed in the Public Access Television services contract. As a result of their collaboration to strengthen both the services and the contract, minor changes were made to improve the existing contract. The Telecommunications Board reviewed the contract and has recommended this contract for approval by the City Council.

BUDGET IMPACT

The total cost of this contract is \$93,000. This amount is included in the proposed 2012 Budget to be approved by the City Council.

RESOLUTION NO. _____

A RESOLUTION TO RENEW WITH SLIGHT MODIFICATIONS THE SECOND YEAR OF THE CONTRACT WITH COMMUNITY ACCESS TELEVISION, INC. IN THE AMOUNT OF \$93,000.00 TO OPERATE THE PUBLIC ACCESS CHANNEL THROUGHOUT 2012

WHEREAS, last year Community Access Television, Inc. was selected to be Fayetteville's public access provider and a contract was negotiated with Community Access Television, and approved by the City Council; and

WHEREAS, this one year contract was renewable four more times and so could continue for five years; and

WHEREAS, the City Administration recommends this contract be renewed for its second year with slight modifications which have been accepted by Community Access Television, Inc.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached contract with Community Access Television, Inc. in the amount of \$93,000.00 for public access channel services throughout 2012 and authorizes Mayor Jordan to sign this contract.

PASSED and APPROVED this 15th day of November, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

CONTRACT BETWEEN CITY OF FAYETTEVILLE, ARKANSAS
AND
COMMUNITY ACCESS TELEVISION
dba Your Media
A 501-C-3 NONPROFIT ORGANIZATION

AGREEMENT

This Agreement is made this 1st day of January, 2012, by and between the City of Fayetteville, a municipal corporation ("City"), and Community Access Television, Inc., a nonprofit corporation, dba Your Media ("Your Media") who agree as follows:

PURPOSE AND INTENT

1. The purpose of Public Access Television in Fayetteville is to provide training for residents of Fayetteville in the techniques of video production for Public Access Television and to provide an opportunity for residents of Fayetteville to provide programming in a first-come, first-served, content-neutral, non-discriminatory manner, in accordance with the First Amendment.
2. The City of Fayetteville is accorded a Public Access Television channel by television services providers with which it holds agreements.
3. The City of Fayetteville desires to provide support for the operation of Public Access Television in Fayetteville.
4. This contract for Public Access Television services is contingent upon the City retaining agreements with television services providers, such as they continue to provide the City with a Public Access Television channel.
5. The City has determined it will provide support for the operation and programming of its Public Access Television channel and it will provide physical space and equipment at the City of Fayetteville Television Center, located at 101 W. Rock Street, Fayetteville.
6. The City of Fayetteville provides financial support through General Fund Revenue allocations for operational contract services, building and facilities, approximately 3,000 square feet of space, utilities, repairs, maintenance, custodial services and capital expenditures for facilities, studios and equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this contract, the following definitions will be established:

Resident of Fayetteville: An individual who resides within the city limits of Fayetteville. Residency may be documented by producing a current City of Fayetteville utility bill, a rental contract, a driver's license, or a government-issued photo ID that contains name and address.

Television: Video programming that is distributed through any one or more wide-area distribution methods, such as Video On Demand, Web site embedding, cable, IPTV, Web streaming, over-the-air broadcast, etc.

Public Access Outsourced Provider: An organization that provides certain Public Access Television services, such as education, telecasting and management, to the residents of Fayetteville under contract with the City of Fayetteville.

Curriculum: A documented plan of teaching in which subject matter and class sessions are described in a detailed syllabus, including specific topics, teaching methods, schedules and methods of student evaluation.

Class: An organized, regularly scheduled, interactive teaching session that is focused on a particular subject and lead by an employee qualified to teach the subject.

Workshop: An organized, non-regular interactive teaching session which covers a particular topic of interest to the participants, usually lead by an expert in the subject matter.

Programming: Video and/or audio material that is organized in a particular fashion as determined by a producer and distributed through one or more means to an audience.

Producer: An individual who creates, owns, controls or is responsible for the content of a television program.

Trainee: A resident of Fayetteville who is currently enrolled in one of the three (3) core classes required to obtain status as a Candidate Producer.

Candidate Producer: A resident of Fayetteville who has completed the required training and/or been evaluated at an acceptable skill level and is allowed to utilize Television Center equipment as designated by their evaluation, solely for the use of producing a program to obtain status as a Certified Producer. As a Candidate Producer, an individual may be required, based on their continued demonstration of proficiency, to re-take any or all classes leading to their candidate status, if deemed necessary by either the public access outsourced provider staff or the Television Center Manager.

Certified Producer: A resident of Fayetteville or an existing active certified producer as of December 31, 2011 who has completed ALL requirements of certification, including the submission of at least one (1) telecast quality program for telecast on the Public Access Television channel. Certified Producers are allowed to utilize Television Center equipment as designated by their area of qualification.

Program Requestor: A resident of Fayetteville who requests a program to be telecast on the Public Access Television channel.

Local Program: A program produced by an individual utilizing Television Center equipment.

Outside Program: A program produced by an individual not utilizing Television Center equipment.

Inside Program: A program produced internally by the public access outsourced provider staff.

Imported Program: A program requested by a resident that is not produced or owned by that individual.

SECTION 2: GENERAL PROVISIONS

All services described in this contract and provided to the public by the public access outsourced provider will be provided free of charge to residents of Fayetteville and students of the Fayetteville Public School System. The public access outsourced provider will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for providing the services described herein, unless otherwise stipulated in this contract.

The public access outsourced provider shall not provide any services or engage in any activity not described in this contract, with or without compensation, that utilizes equipment, facilities or resources owned or controlled by the City of Fayetteville, without the expressed written consent of the City, or as stipulated in this contract.

The public access outsourced provider may charge a fee for the following activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

1. Citizens of Washington County, Arkansas, who are not residents of Fayetteville may be charged a fee for attending workshops conducted by the public access outsourced provider.
2. Workshops other than those stipulated in this contract as being provided at no charge that are conducted utilizing City of Fayetteville resources.
3. The sale of blank recording media.
4. Transfer and/or duplication services.
5. The public access outsourced provider may provide video production services for a fee. If production services are provided, the following conditions apply:
 - a. These services and activities will be referred to as "contract production".
 - b. All programming produced through contract production activity must be telecast on the Public Access Television channel.
 - c. Contract production activities may include field production, editing, studio production and their related activities, including pre- and post-production activity.
 - d. Contract production services may only be provided in Washington and Benton Counties in Arkansas.
 - e. The public access outsourced provider shall charge industry-competitive rates. The public access outsourced provider will conduct a rate survey annually to include video production providers in a 100 mile radius of Fayetteville. Service rates will be reviewed and approved by the Television Center Manager.
 - f. The public access outsourced provider will utilize a standard contract document for each agreement to provide contract production services. This contract document will be approved by the Television Center Manager.
 - g. All fees charged for providing contract production services will be collected at the point the public access outsourced provider delivers the final product for which it was contracted.
 - h. All monies collected for providing production services will be utilized to support Fayetteville Public Access services or capital improvements as approved by the City Council and following applicable City of Fayetteville policies and procedures.

6. In addition to charging a fee for services described above, the public access outsourced provider may generate revenue utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville through:
 - a. Fundraising activities designed to raise funds to support the operations or capital improvements of the Public Access channel.
 - b. Acquisition of grants or awards dedicated to support the operations or capital improvements of the Public Access channel.

If the public access outsourced provider generates or collects any revenue through activities as allowed in this contract, or otherwise approved by the City, utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville, the public access outsourced provider will ensure:

1. All monies collected for such services will be deposited into and all checks shall be made payable to the "Trust Account of Community Access Television, Inc." which shall contain only those funds.
2. Community Access Television, Inc.'s manager shall ensure proper accounting of all such revenues collected and shall report such accounting monthly to the Television Center Manager.
3. All funds within the "Trust Account of Community Access Television, Inc." may only be expended after the City Council Resolution is passed authorizing the particular expenditure except that any normal bank fees related directly to the use of this trust account may be paid with trust account funds.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by the public access outsourced provider, in a manner approved by the Television Center Manager.

The City of Fayetteville provides the services described herein as a public service to the residents of Fayetteville for non-commercial use. The public access outsourced provider will not allow any equipment, facilities or resources owned or controlled by the City to be used to generate revenue for any private company, group, organization or individual with the following exceptions:

1. The public access outsourced provider may produce, or allow to be produced, televised fund-raising programs or activities for Fayetteville-based, 501(c)3, non-profit organizations.
2. The public access outsourced provider may produce one (1) televised fund-raising program or activity for itself.
3. Televised fund-raising programs or activities may not exceed twenty-four (24) hours of continuous programming, or, if not continuous programming, exceed seven (7) contiguous days of duration.
4. Fund-raising messages may not be displayed over other programming without the expressed written consent of the program owner.
5. The on-air bulletin/message board and the Short Takes program may be used by 501(c)3 non-profit organizations to announce or publicize activities of their organizations that generate revenue for their organizations or programs.

Ownership title to all capital acquisition, supplies, material or any other property purchased with funds received under this Contract is vested with the City, and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City in writing. Any equipment secured through fund-raising efforts to benefit the Public Access Television channel shall remain the property of the City's Television Center. Any funds or revenue secured through fund-raising efforts to benefit the Public Access Television channel shall be remitted to the City.

All policies, procedures, information and execution of the services and responsibilities described in this contract shall be subject to approval by the Television Center Manager. The public access outsourced provider will not make changes or revisions to any policy, procedure or method of work directly related to the services described herein without the prior approval of the Television Center Manager.

In exchange for the funding provided by the City to the public access outsourced provider, pursuant to this Agreement, the public access outsourced provider shall provide the following services and report progress in each area to the Telecommunications Board and the City as defined in this contract:

SECTION 3: SCOPE OF SERVICES

EDUCATE FAYETTEVILLE RESIDENTS IN THE PRODUCTION AND DISTRIBUTION OF NON-COMMERCIAL TELEVISION PROGRAMMING

The public access outsourced provider will provide training and technical support for residents of Fayetteville so they may learn the techniques and details of video production and television programming distribution.

The public access outsourced provider will:

1. Create and implement a training curriculum that emphasizes technical proficiency and production quality. The curriculum will contain at least 4 core classes in the subjects of:
 - a. Orientation
 - b. Basic Field Production
 - c. Basic Studio Production
 - d. Basic Video Editing

The syllabus for each class will be available on the Fayetteville Public Access Television web site.

2. Offer a minimum of six (6) free classes a week taught by the public access outsourced provider staff in various disciplines of video production and programming distribution. At least three (3) classes each week must be in the core subjects.
3. Create student evaluation criteria and methods that allow students to demonstrate proficiency in training both in writing and through practical application.
4. Require a minimum level of proficiency, as approved by the Television Center Manager, to achieve a passing grade in classes.
5. Maintain records of student performance and evaluations.
6. Provide training and development resources, and technical support, in addition to regular classes, to residents of Fayetteville while they are engaged in training or production activities.
7. Provide technical and production consultation to residents of Fayetteville who are producing outside programs.
8. Recruit and train a minimum of 48 new people who are Fayetteville residents to complete at least three (3) of the basic core classes at a proficiency level required to achieve status as a **candidate producer**. The required number of people trained will be distributed throughout the year as 12 in each quarter.
9. Require a passing grade in a minimum of three (3) core classes for a student to achieve the status of **candidate producer**.
10. Require each **candidate producer** to produce at least one new telecast quality program to gain status as a **certified producer**. If candidate producers do not meet this requirement during the term of the contract, the public access outsourced provider shall determine and report on the reasons that candidate producers did not complete the program for certification.
11. Require each **certified producer** to produce at least one new telecast quality program per year to maintain status as a **certified producer**.
12. Maintain a record for each **certified producer** that contains, at a minimum, their name, address, telephone number, the area in which they are certified, and the expiration date of their certification. Unless a **certified producer** performs the minimum requirements to

- maintain certification, their certification will expire one (1) year after the date their certification became valid.
13. Provide one (1) free workshop each month for residents of Fayetteville on various topics related to video production or television distribution lead by subject matter experts. Such instructors must be approved in advance by the Television Center Manager.
 14. Offer training in the use of all available methods of television programming distribution.
 15. Ensure that instructors maintain a minimum level of competence in the operation of equipment, as approved by the Television Center Manager. This can be demonstrated through industry certification or actual demonstration of skills to the Television Center Manager or their designee. If an instructor fails to meet a minimum level of competence, they will be prohibited from teaching any classes or workshops until such time as they have demonstrated to the Television Center Manager, or his/her designee, they have achieved that level.
 16. Create and publish a monthly schedule of classes and workshops, a minimum of 30 calendar days prior to conducting the classes. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. The public access outsourced provider's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
 17. Ensure the public access outsourced provider staff stays current with emerging technologies through professional development that includes technical training.
 18. Provide reports on training and education activity as required by the City.

PROVIDE EQUITABLE CHANNEL AVAILABILITY AND PROGRAMMING SERVICES TO FAYETTEVILLE RESIDENTS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, AND NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides airtime on the Public Access Television channel as a public service to the residents of Fayetteville. The public access outsourced provider will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for telecasting any programming on the Public Access Television channel.

The public access outsourced provider will:

1. Maintain a process whereby residents of Fayetteville may request programming to be telecast on the Public Access Television channel. This process is subject to approval by the Television Center Manager.
2. Ensure individuals requesting programs to be telecast by the public access outsourced provider on the Public Access Television channel are residents of Fayetteville, as defined in Section 1.
3. Require requestors to sign an affidavit warranting that the program they are requesting to be telecast does not contain:

- a. any violation of any Federal, State or local statute or ordinance relating to obscenity; and
- b. any material that is an unlawful invasion of privacy; and
- c. any use of material which violates copyright law;

Such a statement does not relieve the public access outsourced provider of its duty to prevent further telecast of programming that does not meet the stipulations contained herein, as such programming comes to its knowledge.

4. Ensure programming is not commercial in nature. Commercial programming is defined as: "Programming that contains direct appeals to purchase commercial goods or services; promotes the activities of for-profit groups, organizations or individuals; contains any call to action or solicitation to purchase a product or patronize a business; any use of superlatives in describing a product, service or business; any direct comparison to other products, or direct comparisons to unnamed products; any price or value information; or any inducements to buy."
5. Require program requestors to provide the public access outsourced provider with expressed, written consent of the program's owner for the program to be telecast on Fayetteville's Public Access Television channel. The public access outsourced provider will maintain a copy of all such permissions on file.
6. Produce and telecast a weekly program ("Short Takes") of no less than 30 minutes and no more than one hour in length that provides an open-studio opportunity for residents of Fayetteville to express their views, present information or perform, not to exceed five minutes per person.
 - a. The "Short Takes" program is owned and controlled by the City of Fayetteville.
 - b. The public access outsourced provider will conduct two (2) separate studio sessions of one (1) hour each during which residents of Fayetteville may record their "Short Takes" segments. The schedule of studio sessions is subject to approval of the Television Center Manager.
 - c. All participants and residents appearing on the "Short Takes" program will be provided a document that informs them that what is presented on the Short Takes program must conform to all guidelines for other programming telecast on the Public Access Television channel.
7. Produce and telecast an electronic community bulletin/message board for residents to announce events or other information.
8. Telecast a disclaimer at random times during the program schedule, no fewer than six (6) times per day, that contains the following message in both video and audio format: "Fayetteville Public Access Television is a public service provided by the City of Fayetteville to help residents exercise their First Amendment Rights. The views and opinions expressed on this channel are not necessarily those of the staff or management of Fayetteville Public Access Television or the City of Fayetteville."
9. Maintain a decision-making process and criteria for the scheduling of programming that will ensure the protection of 1st Amendment rights of program requestors while ensuring programming does not violate Federal, State or local laws or ordinances. The process and criteria are subject to approval by the Television Center Manager. At a minimum, the process and criteria will:

- a. Utilize program type definitions as included in Section 1 and define other program types as necessary (i.e. one-time, series, date-sensitive, etc.).
 - b. Define scheduling priority of program types.
 - c. Define a priority conflict-resolution process.
 - d. Establish criteria for defining "mature-audience"-type programming.
 - e. Ensure program requestors are informed of "mature-audience"-type programming criteria and sign an affidavit categorizing a requested program as "mature-audience"-type programming if appropriate.
 - f. Define day-parts of the programming schedule that are appropriate for "mature-audience"-type programming.
 - g. Define the program scheduling process.
10. Program the automated telecast system to ensure the telecast of programming on the Public Access Television channel 24 hours per day/7 days per week.
 11. Manage the program scheduling process in such a manner that ensures no more than seven (7) days elapse between the submission of a new program and its first scheduled telecast.
 12. Manage the program scheduling process in such a manner that the on-air bulletin/message board constitutes no more than 15% of the total weekly air time.
 13. Publish and distribute to the public a current program schedule weekly. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin/message board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. The public access outsourced provider's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
 14. The public access outsourced provider will manage a procedure whereby residents can communicate their views or complaints regarding the programming or operations of the Public Access Television channel to the public access outsourced provider and the City. All complaints or comments, from whatever source or however communicated, must be immediately communicated to the Television Center Manager. After a resident makes a complaint, either verbally or in writing, the public access outsourced provider manager, or designee, will follow this procedure:
 - a. Document the complaint, recording:
 - i. Date.
 - ii. Time.
 - iii. Nature of the complaint.
 - iv. As many details as possible to facilitate the investigation of the complaint
 - v. Contact information of the complainant, if available.
 - b. Immediately communicate the complaint to the City of Fayetteville Television Center Manager and the Television Center Manager.
 - c. Immediately communicate to the complainant their complaint is being investigated, and they will receive a determination, in writing, regarding their complaint within 3 business days.
 - d. Provide a written response to the complainant detailing the investigation of their complaint, any findings thereof, and any action taken by the management of the

public access outsourced provider in response to the complaint. The response will also contain a statement that the complainant may appeal, in writing, any determination or action to the City of Fayetteville Telecommunications Board, c/o City of Fayetteville Television Center, 101 W. Rock Street, Fayetteville.

- e. Provide a copy of all correspondence and other pertinent materials to the Television Center Manager.

The public access outsourced provider will not:

1. Exercise any control of the content of programming, with the following exceptions:
 - a. Programs that are produced solely by the public access outsourced provider staff for the purposes of communicating information about the Public Access Television channel or itself.
 - b. Portions of "open-studio" program content produced by the public access outsourced provider (i.e. opens, closes, bumpers, etc.).
 - c. The on-air bulletin/message board.
2. Schedule for further telecast any programming that has been found to violate any Federal, State or local statute or ordinance. The public access outsourced provider staff will bring any possible violations immediately to the attention of the Executive Director and the Television Center Manager as they become known to them, either through complaint or observation. The Television Center Manager will make an initial determination regarding the status of the programming. An email message is sufficient for notification. Questions regarding the legality of any programming should initially be directed to the Television Center Manager.
3. Schedule for further telecast any programming that has been found in violation of any policy of the public access outsourced provider or the City, including, but not limited to, a violation of the affidavit of copyright; the affidavit of ownership; the affidavit of redistribution rights; or the affidavit of "mature audience" content; each of which is included in the telecast request process. The public access outsourced provider staff will bring any possible violations immediately to the attention of the Executive Director and the Television Center Manager as these violations become known to them, either through complaint or observation. The Television Center Manager will make an initial determination regarding the status of the programming. An email message is sufficient for notification.

The City reserves the right to approve the content of any program telecast on the Public Access Television channel that in any way indicates or implies it has originated directly from the Public Access Television channel or its management. The Television Center Manager will determine if programming meets such criteria.

PROGRAM SPONSORSHIP

Program producers and owners may accept sponsors for programming they produce for telecast on the Public Access Television channel. Program sponsorship must adhere to the following:

1. The following may be identified as a program sponsor:
 - a. Corporations or Divisions or Subsidiaries of Corporations
 - b. Endowments and Foundations

- c. Individuals
- 2. General Rules for Acceptability
 - a. The sponsor may not exercise editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - b. The public must not perceive that the sponsor has editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - c. The public must not conclude that any programming on the Public Access Television channel promotes sponsors' products, services or other business interests.
- 3. Rules for Display of Sponsor Credits
 - a. All sponsor credits must identify the sponsor by name and/or logo.
 - b. Sponsor credits may not include:
 - i. Any call to action or solicitation to purchase a product, i.e. any use of "you" or "your"; or slogans such as "Get Met. It Pays."
 - ii. Superlatives, i.e. "...the most intelligent car ever built."
 - iii. Direct comparisons, i.e. "...when a Cadillac just isn't good enough."
 - iv. Price or value information
 - v. Inducements to buy, i.e. "six months free service when you buy"
 - c. Toll-free numbers or Web site addresses are acceptable if their purpose is only for the viewer to receive more information, and not to solicit sales.
 - d. Sponsor credits may not exploit or take unfair advantage of the child audience for children's programming.
 - e. Sponsor credits may not create the perception that there is a connection between the program content and the sponsor's products or services.
 - f. Sponsor credits may only be displayed at the beginning or end of a program.
 - g. Program content may not be interrupted to provide sponsor credit.
 - h. No one sponsor credit may exceed fifteen 15 seconds in length. No single program may have a sequence of sponsor credits that exceeds sixty (60) seconds in length.
 - i. Credits for in-kind goods and/or services are acceptable but they must appear in context with normal production credits and may not incorporate brands or logos.

PROGRAM LIBRARY AND ARCHIVE/PROGRAM RIGHTS

The City is committed to the preservation of Fayetteville's culture, history and legacy. This is demonstrated, in part, by support of the preservation of the programs and material telecast on the Public Access Television channel.

Producers will retain all rights to any program material or programming they create. All producers requesting their program to be telecast on the Public Access Television channel must sign a statement granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary. In the case of a resident who requests telecast of a program, either in whole or in part, to which they do not hold the copyright, the resident will provide expressed, written consent from the program's

owner granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary.

The public access outsourced provider will create and maintain the necessary documentation, affidavits and statements, subject to the approval of the Television Center Manager, to be included in any forms used to document the request for the telecast of programming.

1. The public access outsourced provider will maintain a program library and program library database of all programs telecast on the Public Access Television channel.
2. The public access outsourced provider will ensure the library and program library database are maintained in an easily accessible manner.
3. Physical recording media containing programming for telecast on the Public Access Television channel shall become property of the City.
4. The public access outsourced provider will ensure programs are archived on DVD media, unless otherwise determined by the Television Center Manager.
5. Under no circumstances will the public access outsourced provider remove, or allow to be removed, any program materials or media from the Public Access Television channel program library or program library database.

PROVIDE EQUAL ACCESS TO TELEVISION PRODUCTION EQUIPMENT AND FACILITIES TO ALL RESIDENTS OF FAYETTEVILLE ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides video production equipment and facilities as a public service to the residents of Fayetteville so they may learn and apply the skills and techniques of television production. The public access outsourced provider will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for the opportunity for residents to use any video production equipment or facilities provided by the City of Fayetteville.

The City of Fayetteville Television Center Manager is responsible for the use designation of equipment and facilities within the Television Center. The public access outsourced provider is responsible for the management of equipment and facilities designated for use by the public and designated for use by the public access outsourced provider staff in the execution of the services described herein.

The public access outsourced provider will:

1. Maintain accurate and detailed inventory records of all equipment designated for use by the public and use by the public access outsourced provider staff.
2. Assist City staff in maintaining accurate and detailed inventory records of all equipment in the Television Center.
3. Maintain accurate and detailed records of the identification and use of all equipment that is designated for use by the public.

4. Maintain accurate and detailed records and identification of residents of Fayetteville who check-out or utilize equipment designated for use by the public. A photocopy of the documentation of residency must be included.
5. Maintain a reservation system and procedure for residents to be able to reserve the use of equipment and facilities designated for public use.
6. Maintain check-in and check-out procedures for equipment and facilities designated for public use.
7. Design and utilize procedures and checklists that will ensure equipment is checked for full functionality upon return by a user. Records will be kept of the condition of equipment on check-out and return.
8. Perform minor repairs, maintenance and upkeep of equipment and facilities as directed by City staff.
9. Actively monitor the use of editing and studio facilities.
10. Ensure that a staff member who is fully qualified in the operation of all equipment or facilities available for public use is present and available at all times to any resident who is using, or wishes to use, any equipment or facilities designated for public use.

The public access outsourced provider will not:

1. Allow, or continue to allow, the use of any equipment or facilities owned or controlled by the City of Fayetteville and provided for the use of the public or the public access outsourced provider under this contract to be utilized in any way that may violate any Federal, State or local law regarding copyrighted material.

OUTREACH AND COMMUNICATION WITH THE PUBLIC

1. The management, staff or members of the Board of Directors of the public access outsourced provider will not identify the Public Access Television channel in any way, either expressed or implied, as belonging to, owned by or controlled by the public access outsourced provider.
2. The management, staff or members of the Board of Directors of the public access outsourced provider will not identify the City of Fayetteville Television Center, or the equipment contained therein, or any portion thereof, in any way, either expressed or implied, as belonging to, owned by or controlled by the public access outsourced provider.
3. The management, staff or members of the Board of Directors of the public access outsourced provider will not identify themselves or their organization in any way, either expressed or implied, as "The City of Fayetteville" or as representing the City of Fayetteville.
4. In all communication from the public access outsourced provider, the Public Access Television channel will be referred to and identified as "Fayetteville Public Access Television".
5. In all communication from the public access outsourced provider, the entire production facility will be referred to as "The City of Fayetteville Television Center" or "The Television Center", as appropriate.

6. The public access outsourced provider will maintain a process for effective communication with, and coordination among, all affected City programs, City staff, and the Telecommunications Board.
7. The public access outsourced provider will conduct a consistent community outreach program designed to recruit new producers and trainees. The effectiveness of such program will be measured by meeting goals as stated herein.
8. The public access outsourced provider will provide information to the entire community about the nature and role of public access television; educate the community about the opportunities available for training, production and programming; and encourage groups and individuals to participate in training classes and production experiences.
9. The public access outsourced provider will maintain a Fayetteville Public Access Television-branded web site for the promotion of Public Access Television services and the education of the public that includes, at a minimum, current information regarding program, production and class schedules; policies and procedures; class syllabi; and an internet forum for exchange of information between the City, the public access outsourced provider, producers and trainees. The public access outsourced provider may include a link to their organization's web site.
10. The City will provide one (1) bulletin board in a publicly accessible area of the Television Center for the use of the public access outsourced provider. Information posted on the bulletin board must meet at least one of the following criteria:
 - a. It is information from the City or public access operator regarding policies, procedures or regulations
 - b. It is a request by a producer to recruit help for video productions
 - c. It is a request to recruit producers for specific video production projects
 - d. It is information directly related to the programming of the public access channel
 - e. It is information directly related to opportunities for training and development in television production
 - f. It is information that promotes:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville
 - g. It is information that informs the public of an event or program sponsored by:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville

Information shall not be posted on bulletin boards unless it meets all of the following criteria:

- a. It shall not contain any type of direct appeal to purchase commercial goods or services, or promote the for-profit activities of individuals, groups or organizations
- b. It shall not contain any depiction of libelous, obscene, indecent or violent material
- c. It shall not be information campaigning for or in support of any political candidate or ballot issue
- d. It shall be no larger than standard "letter" sized paper, 8 ½" x 11"
- e. It shall be legible

- f. It shall not be a personal message or communication

All other bulletin boards in the Television Center are reserved for use by employees of the City or the public access outsourced provider.

GENERAL ADMINISTRATION AND COMMUNICATION

The public access outsourced provider will administer the activities and responsibilities described herein in compliance with all applicable Federal, State or local laws, ordinances, rules and regulations; within the parameters of the franchise agreements between the City and television services providers; and within any and all agreements, rules or regulations of any other television programming distribution service or provider utilized to perform the activities or responsibilities described herein.

All communication between the City and the public access outsourced provider with regard to contractual matters or operations of the Television Center will be directed through the Television Center Manager, or any other such representative as may be appointed by the City, and the public access outsourced provider's duly appointed representative.

1. The public access outsourced provider will develop, maintain, and enforce operational policies that assure for staff and users decorum and a professional working environment at the City of Fayetteville Television Center consistent with other City offices.
2. The public access outsourced provider will abide by and enforce all policies, rules and regulations regarding the use of the Television Center. The Television Center Manager is responsible for developing and publishing policies, procedures, rules and regulations regarding the use of the Television Center facility and equipment. The Television Center Manager will make available to all users of the facility a reference manual that will contain all policies, procedures, rules and regulations regarding the operation of the Public Access Television channel and the City of Fayetteville Television Center. The City reserves the right to exclude users or staff of the public access outsourced provider from the Television Center for violations of policies, procedures, rules and regulations.
3. The City shall make three telephone lines available for the public access outsourced provider's business use.
4. The public access outsourced provider shall be responsible for reimbursing the City for its own long distance telephone calls.
5. The City is not required to provide hardware and/or software for the establishment or maintenance of systems for the purpose of public internet access.
6. The public access outsourced provider shall be responsible for the maintenance and repair of the hardware or software of computers installed for the office use of the public access outsourced provider.
7. The City shall provide access to the Internet for the public access outsourced provider at the same level provided to the Television Center. The public access outsourced provider will be responsible for any access requirements above the level provided to the Television Center.
8. The City shall be responsible for the payment of the Television Center utilities, routine building and grounds maintenance and maintenance of the structure.

9. The public access outsourced provider may use the City's current copier/printer at the Television Center for a charge of \$.039 per page. If the City upgrades the copier/printer located in the Television Center, the public access outsourced provider shall pay an adjusted charge per page, up to, but not to exceed the standard rate charged to City Departments and Divisions as determined annually.
10. Copier/printer maintenance costs will be paid by the City.
11. All business conducted and information maintained by the public access outsourced provider or the public access outsourced provider Board of Directors in the execution of this contract is subject to the terms of the Arkansas Freedom of Information Act (FOIA).
12. The public access outsourced provider will create an operations, training and production schedule that maintains convenient business hours as well as a class schedule that allows producers to become certified through a combination of day, evening and weekend classes. At a minimum the public access outsourced provider will:
 - a. Provide service to the residents of Fayetteville a minimum of forty (40) hours per week through a minimum of five (5) days of operation.
 - b. Create a schedule that provides service for a minimum of four (4) hours per scheduled operation day.
 - c. Provide a staff member in the lobby to greet the public whenever the Television Center is open to the public.
 - d. Observe all City Holiday closings and follow City of Fayetteville policies regarding closing for inclement weather.

The public access outsourced provider and the Television Center Manager will agree upon the operations schedule and the public access outsourced provider will not vary from the agreed upon schedule without prior approval of the Television Center Manager.

13. The public access outsourced provider shall submit monthly, quarterly and annual reports, as defined by the Television Center Manager, on the execution of the activities and responsibilities described herein. Monthly reports shall be due by the 10th of the following month, or the next business day following the 10th. No contract payments will be made to the public access outsourced provider while any required report is incomplete or overdue.
14. The public access outsourced provider agrees to provide the City with a monthly financial report, due by the 10th of the following month, detailing:
 - a. Expenditures of funds provided the public access outsourced provider from the City
 - b. Sources and amounts of other revenue generated from Public Access service activity
 - c. Any other expenditures related to Public Access service activityThe report shall be prepared by an independent certified public accountant, based on a modified accrual or cash basis method, summarizing activity during the preceding month and year to date. Said report shall include income and balance sheet statements.
15. Quarterly reports shall contain, but not be limited to:
 - i) Financial reports, detailing:
 - (a) Expenditures of funds provided the public access outsourced provider from the City

- (b) Sources and amounts of other revenue generated from Public Access service activity
- (c) Any other expenditures related to Public Access service activity
- ii) Training reports, detailing:
 - (a) Training activity provided residents
 - (b) Training activity for staff
 - (c) Class and workshop activity
- iii) Certification activity
 - (a) Certification of residents
 - 1. Number of new trainees
 - 2. Number of new candidate producers
 - 3. Number of new certified producers
 - 4. Number of new outside producers
 - (b) Certification of staff
- iv) Production activity
 - (a) Production activity of residents
 - (b) Production activity of staff
- v) Equipment Utilization
- vi) Feedback and Complaints
- vii) Programming reports
 - (a) Itemization of programs telecast by:
 - 1. Local programs
 - 2. Outside programs
 - 3. Imported programs
 - 4. Inside programs
 - (b) Itemization of program requestors by:
 - 1. Local programs
 - 2. Outside programs
 - 3. Imported programs
 - 4. Inside programs
 - (c) Quantity of new and repeat local programs
 - (d) Quantity of new and repeat outside programs
 - (e) Quantity of new and repeat imported programs
 - (f) Quantity of new and repeat inside programs
 - (g) Quantity of new program requestors
- viii) Details of activity engaged in by the public access outsourced provider to promote Fayetteville Public Access Television

16. In addition to the monthly, quarterly and annual reports, the following special reports and information shall be provided to the Television Center Manager:

- a. Reports of stolen, missing or damaged equipment within one (1) working day of learning of each occurrence; and
- b. Requests for changes in any policies or procedures that affect any services described herein; and

- c. All corporate documents, including but not limited to the public access outsourced provider's by-laws, policies, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members; and
- d. At any reasonable time and as often as the Telecommunications Board or the City may deem necessary, the public access outsourced provider shall make available to them, or any of their authorized representatives, within three (3) business days, all of the public access outsourced provider's records related to all matters covered by this Agreement and shall permit the Telecommunications Board or the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to or deemed pertinent to matters covered by this Contract; and
- e. During the term of this Contract, the public access outsourced provider shall cause to be delivered to the Telecommunications Board and the City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered in a timely manner to give adequate notice and shall also include an agenda; and
- f. Minutes of all meetings, if taken, and materials distributed in meetings of the public access outsourced provider's Board of Directors, or committees thereof, shall be submitted to the Telecommunications Board and the City; and

The public access outsourced provider will, upon request of the City, make available all supporting documentation and data relating to any reports required by this Contract or requested by the City.

PERFORMANCE EVALUATION

1. A performance evaluation will be conducted quarterly by the Television Center Manager to assess the public access outsourced provider's effectiveness in providing the services described herein.
2. The City and the public access outsourced provider may agree upon periodic performance measures. These measures will be documented as Addendum A of this contract.
3. The public access outsourced provider will provide a method for receiving feedback, comments, input and suggestions from the public. This communication will be made available to the Television Center Manager as part of the quarterly evaluation process.
4. The Television Center Manager will immediately communicate to the public access outsourced provider any violations of this contract as may come to his/her attention so that the public access outsourced provider may have an opportunity to correct such violations in a timely manner.
5. Quarterly evaluations will be communicated to the Telecommunications Board, consistent with the process for oversight as specified in the Telecommunications Ordinance.

CONTRACT PERIOD

The contract period will be from January 1, 2012 until December 31, 2012. Either party may cancel this contract at any time with a thirty (30) day written notice.

FUNDING

The City hereby agrees to pay the public access outsourced provider the monthly sum of \$7,750 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15, 2012, unless the public access outsourced provider fails to comply with the expressed terms of this contract. The City will make no contract payments to the public access outsourced provider unless the public access outsourced provider is deemed in full compliance with the contract or until all contract violations are corrected.

LEGAL AUTHORITY

The public access outsourced provider assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of the public access outsourced provider have been fully authorized by the public access outsourced provider to execute this Agreement. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind the public access outsourced provider to all the terms, performances, and provisions here set forth. A copy of such resolution shall be provided upon execution of this Agreement. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of the public access outsourced provider or the person signing the Agreement. The City shall not be obligated to pay the public access outsourced provider for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

PERSONNEL

The public access outsourced provider shall adequately staff the public access operation to meet the services and duties outlined in this agreement. Both City staff and the public access outsourced provider staff will be expected to work together in a cooperative manner within the Television Center. Personnel policies shall be established by the public access outsourced provider and shall be available for examination by the City.

Upon termination of any employee from either the City or the public access outsourced provider, it is understood that any violation of policy or procedure serious enough to require termination is also grounds for exclusion from the Television Center.

EQUAL OPPORTUNITY

The public access outsourced provider shall comply with all applicable equal opportunity, affirmative action, and ADA laws or regulations, including those of the City of Fayetteville.

INSURANCE

The public access outsourced provider shall obtain and keep in force during the term of this agreement a policy of public liability and property damage insurance. The public access outsourced provider shall provide continued proof of coverage in its quarterly reports. The coverage, at a minimum, shall be in the following amounts:

General Liability

1. General Aggregate	\$1,000,000
2. Products/Completed Oper. Aggr.	\$1,000,000
3. Each Occurrence	\$100,000
4. Fire Damage (any one fire)	\$50,000
5. Medical Expense (any one person)	\$5,000

Worker's Compensation for all employees as required by Arkansas Statute.

Bonding: The public access outsourced provider shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement, within 10 days of the contract execution. The fidelity bond shall be in an amount equal to 10% of the city grant award or \$5,000, whichever is less. The public access outsourced provider shall furnish the city proof of an adequate fidelity bond prior to the first payment of funds under this agreement.

POLITICAL/SECTARIAN ACTIVITY

The public access outsourced provider shall not initiate or sponsor political or religious programming. The public access outsourced provider shall not engage in any political activity. The public access outsourced provider shall not directly produce any programs nor participate in any activities that establish or promote any religion or prohibit the free exercise thereof.

HOLD HARMLESS

It is expressed, understood and agreed by both parties that the City is contracting with the public access outsourced provider as an independent contractor and that as such, the public access outsourced provider shall save and hold the City, its officers, agents and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of the public access outsourced provider. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

CONFLICT OF INTEREST

The public access outsourced provider covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The public access outsourced provider further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

The public access outsourced provider further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

CONTRACT ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, whether written or oral, shall have no force or effect. Any subsequent agreements will have no effect unless properly executed in writing and recorded as an addendum to this Agreement.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed as a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION

CITY OF FAYETTEVILLE, ARKANSAS

By: 

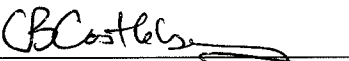
By: _____

Lioneld Jordan, Mayor

Title: EXECUTIVE DIRECTOR

ATTEST:

ATTEST:

By: 

By: _____

Sondra Smith, City Clerk

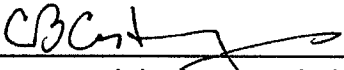
Title: BOARD CHAIR



CORPORATE RESOLUTION FOR CONTRACT NEGOTIATION AND EXECUTION WITH THE CITY OF FAYETTEVILLE

The Your Media Board of Directors empowers the Your Media Executive Director Anne Shelley and Board Chair Bruce Castleberry to negotiate and execute the contract with the City of Fayetteville for Your Media to provide the services for Fayetteville Public Access Television over the term of the agreement.

The above resolution was passed by the Your Media Board of Directors at its meeting on September 28, 2011, as noted in the below excerpt from the Board Meeting Minutes and sworn by:


Bruce Castleberry, Board Chair


Molly Jensen, Board Treasurer

From page 2 of the Board Minutes of September 28, 2011:

Resolution for Motion

- Anne explained that the City requires an official resolution approved by the board that empowers Anne and/or Bruce to negotiate and sign the contract on behalf of the nonprofit. Here is the suggested language of the official resolution:

The Your Media Board of Directors empowers the Your Media Executive Director Anne Shelley and Board Chair Bruce Castleberry to negotiate and execute the contract with the City of Fayetteville for Your Media to provide the services for Fayetteville Public Access Television over the term of the agreement.

After discussion a motion was made and passed to approve the resolution and all changes to the contract, including the proposed hours of operation, though not explicitly stated in the contract, for 2011.

Board of Directors

Bruce Castleberry
Board Chair

Molly Jensen, Ph.D.
Treasurer

Maribel Albarran
Board Member

Carmen Coustaut, M.F.A, M.A.
Board Member

Todd Daniels
Board Member

Bertha Gutierrez
Board Member

Peggy James
Board Member

Dave Johnston
Board Member

Dennis Kirkpatrick, M.A.
Board Member

Jan McCormick, Ed.D.
Board Member

Isiah Reese, M.B.A.
Board Member

Rose Sparrow
Board Member

Katherine Shurlds, M.A., J.D.
Advisor to the Board

Your Media provides the way for you to freely express yourself through media.

Create What the Community Watches

