

**City of Fayetteville Staff Review Form**

**2014-0533**

**Legistar File ID**

**12/2/14**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Lindsley Smith

11/14/14

Communications & Marketing /  
Communications & Marketing Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Approve contract in the amount of \$105,000.00 with Community Access Television, Inc., DBA Your Media, to provide Public Access Television services for the year 2015, contingent on approval of the 2015 annual city budget and work program.

**Budget Impact:**

1010.6600.5713.00	General																														
Account Number	Fund																														
40901.4003																															
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Budgeted Item?</b></td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Current Budget</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 15%; text-align: right;">105,000.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Funds Obligated</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;"><b>Current Balance</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>105,000.00</b></td> </tr> </table>	<b>Budgeted Item?</b>	Yes	Current Budget	\$	105,000.00			Funds Obligated	\$	-			<b>Current Balance</b>	<b>\$</b>	<b>105,000.00</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Does item have a cost?</b></td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Item Cost</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 15%; text-align: right;">105,000.00</td> </tr> <tr> <td><b>Budget Adjustment Attached?</b></td> <td style="text-align: center;">NA</td> <td style="border-bottom: 1px solid black;">Budget Adjustment</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;"><b>Remaining Budget</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>-</b></td> </tr> </table>	<b>Does item have a cost?</b>	Yes	Item Cost	\$	105,000.00	<b>Budget Adjustment Attached?</b>	NA	Budget Adjustment					<b>Remaining Budget</b>	<b>\$</b>	<b>-</b>
<b>Budgeted Item?</b>	Yes	Current Budget	\$	105,000.00																											
		Funds Obligated	\$	-																											
		<b>Current Balance</b>	<b>\$</b>	<b>105,000.00</b>																											
<b>Does item have a cost?</b>	Yes	Item Cost	\$	105,000.00																											
<b>Budget Adjustment Attached?</b>	NA	Budget Adjustment																													
		<b>Remaining Budget</b>	<b>\$</b>	<b>-</b>																											

V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments: Pending City Council approval of the 2015 annual city budget and work program.

**TO:** City Council

**THRU:** Lioneld Jordan, Mayor

**FROM:** Lindsley Smith, Communication Director  
Fritz Gisler, Director of Media Services

**DATE:** November 14, 2014

**SUBJECT:** Community Access Television, Inc., (dba Your Media) Contract for 2015

---

**RECOMMENDATION:**

Approval of the attached contract between the City of Fayetteville and Community Access Television, Inc. (dba Your Media) in the amount of \$105,000 to provide Public Access Television services from January 1, 2015 through December 31, 2015, contingent on approval of the 2015 annual city budget and work program.

**BACKGROUND:**

Community Access Television, Inc. (dba Your Media), was selected to be the City's public access provider and was awarded a 5-year contract in 2011 with required annual renewals. This is a request for the annual contract renewal for the year 2015.

**DISCUSSION:**

City Staff met with staff and board members of Your Media to discuss any proposed changes to the Public Access services contract. There were no significant changes identified that were needed to be made to the contract. There were identified some minor changes that needed to be made. Those include:

- Rewording of some clauses to accommodate changes in State statutes that govern the operation of cable providers.
- Changes in the structure of basic studio classes to better serve the public.
- The ability to sell small items, such as t-shirts or other promotional items, as approved by the City of Fayetteville Communication Director, with the proceeds deposited in the Trust Account to be used for Public Access support.

**BUDGET/STAFF IMPACT:**

The total cost of this contract is \$105,000.00 This amount is included in the proposed 2014 Budget to be approved by the City Council.

**Attachments:**

Contract for Public Access Services

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, 2015, 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 an opportunity for users and others to produce and telecast television programming in a first-come, first-served, content-neutral, non-discriminatory manner, in accordance with the First Amendment, and to provide training in the techniques of video production for Public Access Television.
2. The City of Fayetteville is accorded a Public Access Television channel by television services providers with which it holds agreements, or pursuant to Arkansas law.
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 a Public Access Television channel, either through agreements with television services providers or pursuant to Arkansas law.
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:

**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.

**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.

**Inside Program:** A program produced utilizing Television Center equipment.

**Outside Program:** A program produced not utilizing Television Center equipment.

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

**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.

**Program Requestor:** A user who requests a program to be telecast on the Public Access Television channel.

**Public Access User (user):** An individual who is allowed to use the services provided by Fayetteville Public Access Television by meeting one or more of the following criteria:

- A resident of Fayetteville
- A student at the University of Arkansas or Fayetteville Public Schools
- An employee of a public institution (or branch thereof) or non-profit organization that is based in Fayetteville

**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.

**Trainee:** A resident of Fayetteville who is currently enrolled in a class offered by Fayetteville Public Access Television.

**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.

**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.

## SECTION 2: GENERAL PROVISIONS

All services described in this contract and provided to the public by Your Media will be provided free of charge to Public Access Users (users) or others who were qualified users as of December 31, 2014. Your Media 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.

Your Media 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.

Your Media may charge a fee for the following items or activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

1. Training workshops and seminars that are conducted utilizing City of Fayetteville resources.
2. The sale of blank recording media.
3. Transfer and/or duplication services.
4. Other small items, such as t-shirts or other promotional items, as approved by the City of Fayetteville Communications Director.
5. Video production services. 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 may include studio production activity at the Television Center and related activity, including pre- and post-production.
  - d. Your Media shall charge rates adequate to cover the basic costs of production. Service rates will be reviewed and approved by the Television Center Manager on an annual basis.
  - e. Your Media 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.
  - f. All fees charged for providing contract production services will be collected at the point Your Media delivers the final product for which it was contracted.
  - g. 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, Your Media 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 Your Media 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, Your Media 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 through City Council Resolution authorizing the receipt of funds into the Television Center budget and approving any necessary Budget Adjustments. Normal bank fees related directly to the use of this trust account may be paid with trust account funds without prior authorization.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by Your Media, in a manner approved by the Television Center Manager.

The City of Fayetteville provides the services described herein as a public service to the users for non-commercial use. Your Media 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. Your Media may produce, or allow to be produced, televised fund-raising programs or activities for 501(c)3, non-profit organizations that directly provide services to the users. These programs are limited to one (1) per organization per contract year.
2. Your Media may produce or conduct one (1) fund-raising program or activity for itself that is televised, or produces programming that is televised, on the Public Access Channel.
3. Televised fund-raising programs or activities may not exceed twenty-four (24) hours of continuous programming or activity, or, if not continuous programming, exceed seven (7) contiguous days of duration.
4. Fund-raising activities may not disrupt the normal operations of the Television Center. Questions regarding disruption will be determined by the Television Center Manager.
5. Fund-raising messages may not be displayed over other programming without the expressed written consent of the program owner.

6. 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. Your Media 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 Your Media, pursuant to this Agreement, Your Media 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

PROVIDE EQUITABLE CHANNEL AVAILABILITY AND PROGRAMMING SERVICES TO USERS 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 users. Your Media 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. It is expected that all programming that is produced utilizing City of Fayetteville Television Center equipment or facilities will be telecast on the Public Access channel.

Your Media will:

1. Maintain a process whereby users 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 Your Media on the Public Access Television channel are users, 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; or
  - b. any material that is an unlawful invasion of privacy; or
  - c. any use of material which violates copyright law;

Such a statement does not relieve Your Media 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 Your Media with expressed, written consent of the program's owner for the program to be telecast on Fayetteville's Public Access Television channel. Your Media will maintain a copy of all such permissions on file.
6. 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.
7. 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.
  8. 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.
  9. Manage the programming schedule in such a manner that the on-air bulletin/message board constitutes no more than 15% of the total weekly air time.
  10. 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. Your Media's email address list that is maintained as an opt-in list in the central records database.

The schedule will also be made available for publication by other media outlets that wish to do so.

Your Media will not:

1. Exercise any control of the content of programming, with the following exceptions:
  - a. Programs that are produced solely by Your Media staff for the purposes of communicating information about the Public Access Television channel or itself.
  - b. Portions of "open-studio" program content created by Your Media (i.e. opens, closes, bumpers, etc.).
  - c. The on-air bulletin/message board.
  - d. Programming that is produced as a result of classroom/training/studio laboratory production activity that is conducted by Your Media.
2. Schedule for further telecast any programming that has been found to violate any Federal, State, or local statute or ordinance. Your Media 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 Your Media 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. Your Media 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.
  - d. Product placement in programming in exchange for sponsor support is prohibited.
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 and/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 incorporate brands or logos.

**PROVIDE TELEVISION STUDIO PRODUCTION SERVICES FOR USERS ON A FIRST-COME, FIRST-SERVED, NON-DISCRIMINATORY BASIS**

Your Media will:

1. Produce 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 users 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. Your Media will conduct two (2) separate studio sessions of one (1) hour each during which users 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.
2. Produce programming for the users utilizing studio production laboratory sessions.
  - a. Content of programming produced in studio laboratory sessions will be the responsibility of the producer requesting the production services.
  - b. All technical aspects of production will be under the control and responsibility of Your Media.
  - c. Producers requesting production services utilizing the studio laboratory sessions will be notified that they will be working in a classroom/training environment. The experience of the participants in the class will be priority.
  - d. Your Media will not charge any production fees for programming produced in studio laboratory sessions.
  - e. Studio laboratory sessions may not be used to produce series programming.
  - f. Production slots in the studio laboratory sessions will be scheduled on a first-come, first-served basis. A producer may not schedule more than one session at a time.
3. Produce and telecast an electronic community bulletin/message board for residents to announce events or other information.

4. Produce and telecast a disclaimer at random times during the program schedule, no fewer than six (6) times per day, which 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."

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

Your Media will provide training and technical support for users so they may learn the techniques and details of video production and television programming distribution.

##### Your Media will:

1. Create and implement a training curriculum that emphasizes technical proficiency and production quality. The curriculum will contain at least 3 core classes in the subjects of:
  - a. Basic Field Production
  - b. Basic Video Editing
  - c. Basic Studio Production/Crew PositionsAnd at least 3 advanced classes in the subjects of:
  - a. Advanced Field Production
  - b. Advanced Video Editing
  - c. Advanced Studio Production

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 Your Media staff in various disciplines of video production and programming distribution.
  - a. At least three (3) classes each week must be in the core subjects.
  - b. At least two (2) classes each week must be in the advanced subjects.
  - c. The studio production laboratory does not count toward the total of required classes.
3. Conduct a studio production laboratory session at least once per week that provides a "hands-on" training environment for students in Studio Production classes.
4. Create student evaluation criteria and methods that allow students to demonstrate proficiency in training both in writing and through practical application.
5. Require a minimum level of proficiency, as approved by the Television Center Manager, to achieve a passing grade in classes.
6. Maintain records of student performance and evaluations.
7. Provide training and development resources, and technical support, in addition to regular classes, to users \_ while they are engaged in training or production activities.
8. Provide technical and production consultation to users \_ who are producing outside programs.
9. Offer training in the use of all available methods of television programming distribution.
10. 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.

11. 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. Your Media'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.
12. Ensure Your Media staff stays current with emerging technologies through professional development that includes technical training.
13. Provide reports on training and education activity as required by the City.

**PROVIDE EQUAL ACCESS TO TELEVISION PRODUCTION EQUIPMENT AND FACILITIES TO ALL USERS 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 users so they may learn and apply the skills and techniques of television production. Your Media 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. Your Media is responsible for the management of equipment and facilities designated for use by the public and designated for use by Your Media staff in the execution of the services described herein.

**Your Media will:**

1. Maintain accurate and detailed inventory records of all equipment designated for use by the public and use by Your Media 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 users to check-out or utilize equipment designated for use by the public. Each record will contain, at a minimum, the user's name, address, telephone number, the area(s) in which they are qualified, and the expiration date of their qualification(s). A photocopy of the documentation of residency must be included.

5. Implement a plan to determine, either by elapsed time or demonstrated proficiency, the need for a qualified user to re-take any classes to maintain their qualification to use equipment or facilities of the Television Center.
6. Maintain a reservation system and procedure for qualified users to be able to reserve the use of equipment and facilities designated for public use.
7. Maintain check-in and check-out procedures for equipment and facilities designated for public use.
8. 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.
9. Perform minor repairs, maintenance and upkeep of equipment and facilities as directed by City staff.
10. Actively monitor the use of editing and studio facilities.
11. 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.

Your Media 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 Your Media under this contract to be utilized in any way that may violate any Federal, State, or local law.

#### MAINTAIN A PROGRAM LIBRARY AND MANAGE 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 the 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.

Your Media 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. Your Media will maintain a program library containing copies of all inside and outside programs telecast on the Public Access Television channel.
2. Your Media will maintain a program library database of all programs telecast on the Public Access Television channel.

3. Your Media will ensure the library and program library database are maintained in an easily accessible manner.
4. Physical recording media containing programming for telecast on the Public Access Television channel shall become property of the City.
5. Your Media will ensure programs are archived on DVD media, unless otherwise determined by the Television Center Manager.
6. Under no circumstances will Your Media remove, or allow to be removed, any program materials or media from the Public Access Television channel program library or program library database, without the prior approval of the Television Center Manager.

#### CONDUCT OUTREACH AND COMMUNICATION ACTIVITIES WITH THE PUBLIC

1. Your Media will manage a procedure whereby residents can communicate their views or complaints regarding the programming or operations of the Public Access Television channel to Your Media 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 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 Your Media 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.
2. The management, staff, or members of the Board of Directors of Your Media will not identify the Public Access Television channel in any way, either expressed or implied, as belonging to, owned by, or controlled by Your Media.
3. The management, staff, or members of the Board of Directors of Your Media 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 Your Media.
4. The management, staff or members of the Board of Directors of Your Media 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.

5. In all communication from Your Media, the Public Access Television channel will be referred to and identified as "Fayetteville Public Access Television".
6. In all communication from Your Media, the entire production facility will be referred to as "The City of Fayetteville Television Center" or "The Television Center", as appropriate.
7. Your Media will maintain a process for effective communication with, and coordination among, all affected City programs, City staff, and the Telecommunications Board.
8. Your Media will conduct a consistent community outreach effort designed to recruit new producers and trainees.
9. Your Media 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.
10. Your Media 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, Your Media, producers and trainees. Your Media may include a link to their organization's web site.
11. The City will provide one (1) bulletin board in a publicly accessible area of the Television Center for the use of Your Media. 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 Your Media.

## GENERAL ADMINISTRATION AND COMMUNICATION

Your Media will administer the activities and responsibilities described herein in compliance with all applicable Federal, State, or local laws, ordinances, rules, and regulations and within any and all agreements, rules, or regulations of any television programming distribution service or provider utilized to perform the activities or responsibilities described herein.

All communication between the City and Your Media 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 Your Media's duly appointed representative.

1. Your Media 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. Your Media 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 Your Media from the Television Center for violations of policies, procedures, rules, and regulations.
3. The City shall make three telephone lines available for Your Media's business use.
4. Your Media 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. Your Media shall be responsible for the maintenance and repair of the hardware or software of computers installed for the office use of Your Media.
7. The City shall provide access to the Internet for Your Media at the same level provided to the Television Center. Your Media 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. Your Media 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, Your Media 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 Your Media or the Your Media Board of Directors in the execution of this contract is subject to the terms of the Arkansas Freedom of Information Act (FOIA).
12. Your Media 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 Your Media will:
  - a. Provide service to the users, a minimum of forty-five (45) 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.

Your Media and the Television Center Manager will agree upon the operations schedule and Your Media will not vary from the agreed upon schedule without prior approval of the Television Center Manager.

13. Your Media 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 10<sup>th</sup> of the following month, or, if the 10<sup>th</sup> is not a regular business day, the next business day following the 10<sup>th</sup>. No contract payments will be made to Your Media while any required report is incomplete or overdue.
14. Your Media agrees to provide the City with a monthly financial report, due by the 10th of the following month, detailing:
  - a. Expenditures of funds provided Your Media 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

The 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 Your Media 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 users
    - (b) Training activity for staff
    - (c) Class and workshop activity

- iii) Certification activity
  - (a) Certification of residents
    - 1. Number of new users qualified to use equipment
    - 2. Number of new outside producers
  - (b) Certification of staff
- iv) Production activity
  - (a) Production activity of users
  - (b) Production activity of staff
- v) Equipment Utilization
- vi) Feedback and Complaints
- vii) Programming reports
  - (a) Itemization of programs telecast by:
    - 1. Inside programs
    - 2. Outside programs
  - (b) Itemization of program requestors by:
    - 1. Inside programs
    - 2. Outside programs
  - (c) Quantity of new and repeat inside programs
  - (d) Quantity of new and repeat outside programs
  - (e) Quantity of new program requestors
- viii) Details of activity engaged in by Your Media 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 Your Media'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, Your Media shall make available to them, or any of their authorized representatives, within three (3) business days, all of Your Media'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, Your Media 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 Your Media's Board of Directors, or committees thereof, shall be submitted to the Telecommunications Board and the City; and

Your Media 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 Your Media's effectiveness in providing the services described herein.
2. The City and Your Media may agree upon periodic performance measures. These measures will be documented as Addendum A of this contract.
3. Your Media 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 Your Media any violations of this contract as may come to his/her attention so that Your Media 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 Board Ordinance.

#### CONTRACT PERIOD

The contract period will be from January 1, 2015 until December 31, 2015. Either party may cancel this contract at any time with a thirty (30) day written notice.

#### FUNDING

The City hereby agrees to pay Your Media the monthly sum of \$8,750 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15<sup>th</sup> day of each month, beginning January 15, 2015, unless Your Media fails to comply with the expressed terms of this contract. The City reserves the right to withhold contract payments to Your Media unless Your Media is deemed in full compliance with the contract or until all contract violations are corrected.

#### LEGAL AUTHORITY

Your Media 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 Your Media have been fully authorized by Your Media 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 Your Media 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 Your Media or the person signing the Agreement. The City shall not be obligated to pay Your Media for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

**PERSONNEL**

Your Media shall adequately staff the Public Access operation to meet the services and duties outlined in this agreement. Both City staff and Your Media staff will be expected to work together in a cooperative manner within the Television Center. Personnel policies shall be established by Your Media and shall be available for examination by the City.

Upon termination of any employee from either the City or Your Media, 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**

Your Media shall comply with all applicable equal opportunity, affirmative action, and ADA laws or regulations, including those of the City of Fayetteville.

**INSURANCE**

Your Media shall obtain and keep in force during the term of this agreement a policy of public liability and property damage insurance. Your Media 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:** Your Media 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. Your Media shall furnish the city proof of an adequate fidelity bond prior to the first payment of funds under this agreement.

**POLITICAL/SECTARIAN ACTIVITY**

Your Media shall not initiate or sponsor political or religious programming. Your Media shall not engage in any political activity. Your Media 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 Your Media as an independent contractor and that as such, Your Media 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 Your Media. 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**

Your Media 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. Your Media 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.

Your Media 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**

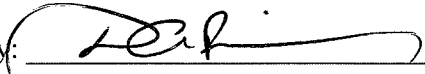
This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, whether written or oral, shall have no force or effect. Any subsequent agreements will have no effect unless properly executed in writing and recorded as an addendum to this Agreement.

**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:   
Print: Daniel A. Robinson

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

Title: Executive Director

ATTEST:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Sondra Smith, City Clerk

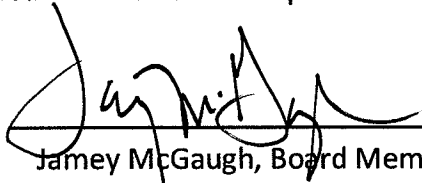



34 E. Center St. / Fayetteville, AR 72701 / 479.283.4920 / info@your-media.org

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

The Your Media Board of Directors empowers the Your Media Board Chair Dan Robinson 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 October 28, 2014, as noted in the below excerpt from the Board Meeting Minutes and sworn by:

  
\_\_\_\_\_  
Jamey McGaugh, Board Member  
\_\_\_\_\_  
Anne Shelley, Board Treasurer

**From page 1, under the Board Business section of the October 2014 Minutes of the Board of Directors Meeting the following is noted:**

After Discussion, Anne made a motion to pass the following Corporate Resolution. Jamey seconded. Approved. Anne and Jamey will sign the resolution on behalf of the board.

*The Your Media Board of Directors empowers the Your Media Executive Director Dan Robinson 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.*