

# CHARLES COUNTY COMMUNITY PUBLIC ACCESS TELEVISION

## Operating Procedures

Local Public Access of Charles County Television (LPACC-TV) is the public access cable channel for Charles County. Its purpose is to provide a medium for individuals, organizations and educational institutions to communicate with the citizens of the county. LPACC-TV is organized and operated by the College of Southern Maryland (CSM) to provide the following services:

- to allow the community to produce programming that serves viewers with high production quality, diverse viewpoints and regular scheduling; and
- to develop and administer appropriate regulations concerning the use of the public access channel and its facilities.

The LPACC-TV facility, equipment and channel will be scheduled on a first come, first served, nondiscriminatory basis within the times established by LPACC-TV. LPACC-TV, however, reserves the right to limit the amount of time granted to any one party in order to ensure that all users have access opportunity. Use limitations will be imposed only in those situations where demands exceed availability. The rules and regulations set forth below have been adopted to assure compliance with current federal, state and county laws and regulations governing the availability and use of the Charles County Community Public Access services. The policies and regulations set forth herein supersede any others previously issued.

LPACC-TV shall establish and maintain an effective record keeping system. Files maintained and available for public inspection shall include program proposals, program logs, and requests for cablecast time. The public access records shall be retained for a period of four (4) years and are available for public inspection upon written request.

## ELIGIBILITY

Use of the facilities and channel is available to residents of Charles County on a non-discriminatory basis. A user must be an individual, organization or institution that has a legal address in Charles County. Users may be under the age of 18 provided an adult takes full legal and financial responsibility for equipment and facilities.

## SUSPENSION OF USER PRIVILEGE

LPACC-TV reserves the right to refuse access to its facilities when a user:

- appears to be under the influence of alcohol or illegal drugs;
- owes money to LPACC-TV;
- violates policies and procedures established by LPACC-TV;
- presents misleading or false information to LPACC-TV; and
- contributes to or creates a hostile or intimidating environment for users, volunteers or staff or otherwise interferes with the orderly conduct of community access programming.

LPACC-TV reserves the right to refuse use of the facilities and equipment to a user who fails to comply with the rules of operation described herein. Upon the first violation, LPACC-TV will give verbal warning. The second violation will be a written warning. The third violation will result in permanent suspension of privileges.

The following violations will result in immediate termination of privileges.

1. Deliberately presenting false or misleading information.
2. Negligence in handling of facilities or equipment.
3. Use of facilities or equipment while under the influence of alcohol or illegal drugs.

Anyone whose privileges are suspended may appeal to the Community Television Appeals Committee. LPACC-TV will establish an appeals process to be followed by an individual or organization who feels that LPACC-TV's decisions have unfairly or improperly denied the privileges established under this policy. This committee consists of three (3) members who reflect the makeup of the Charles County community, with one of the individuals appointed by CSM and the other two appointed by the Charles County Commissioners. No CCTV employees, Cable Provider's Office employees or other CSM or Charles County employees with responsibilities related to the cable system may serve on this Appeals Committee.

## **CERTIFICATION**

In order to reserve and utilize the equipment and facilities an eligible user must be certified by the staff at LPACC-TV. Certification is the process whereby eligible users can learn or demonstrate their ability in video production techniques. Certification should be simple and brief and is a prerequisite to gaining full access to production facilities. The intent is to foster competent users and high production quality.

Training workshops will be offered to instruct eligible individuals in the required area of skill. Successful completion of the workshops is determined through a testing procedure that results in certification.

Certification begins the day of successful completion of the workshop or training and lasts for one year. The certification remains valid provided the certified user has used the facilities at least once during the year. Only users who are actively certified may use LPACC-TV's facilities.

As part of the certification process, equivalency testing is available to those who can demonstrate previous experience in the various aspects of television production.

Any user who demonstrates an inability to perform in a specific area, uses the equipment in a negligent manner, or violates policies or procedures, will be decertified. A decertified user may request recertification testing providing he/she is not under suspension.

## SCHEDULING AND USE OF EQUIPMENT AND FACILITIES

Equipment and facility reservations are made on a first come, first served basis to certified users with a Statement of Compliance on file. Requests for facilities are accepted when a certified user has an approved program proposal. Facility reservations will be granted on a non-discriminatory basis. LPACC-TV is responsible for determining allocation of equipment or resources.

A program proposal must be completed and approved prior to check out of equipment. Any certified user who desires to use the production facilities must submit a program proposal designed to communicate the intent and requirements of a production. The program proposal will serve as a preliminary application for use of the production. The program proposal will serve as a preliminary application for use of the production facilities and shall:

- Demonstrate the ability of a user to complete a program;
- Disclose sources of funding; and
- Resources required in the course of production.

Approval of a proposal is based on technical feasibility and complete documentation, not on program content (with the exception of content restrictions as stated in Section IV). A program proposal may be rejected on the basis of the user's failure to successfully complete a previously authorized proposal.

Productions "in progress" must be completed before a new production proposal will be accepted. Reservations will be accepted no more than 30 days in advance and only one reservation per producer per request. Requests may be made in person or over the phone.

Any change or cancellation of confirmed reservations must be communicated to LPACC-TV staff no less than 24 hours in advance except for unusual circumstances. Users may not exchange reservations without approval.

The user accepts full legal and financial responsibility while the equipment is in his/her possession. The user further agrees to pay the cost of any repair or replacement of equipment due to negligence, misuse or theft as determined by LPACC-TV. LPACC-TV makes every effort to assure availability and proper operation of facilities. LPACC-TV, however, cannot be held liable for any losses or damages due to unavailable or inoperative equipment. The user must agree to hold harmless cable operators that distribute LPACC-TV programming and to indemnify LPACC-TV and its agents and employees from any and all liability or other injury, including reasonable costs of defending claims or litigation arising from or in connection with use of LPACC-TV equipment and resources.

LPACC-TV may pre-screen programs before broadcast, but the ultimate responsibility for production rests with the public access producer. Public access producers exclusively bear the legal liability for their programs. This includes obtaining the proper

agreements, licenses, waivers, releases from The American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), and SESAC, Inc., etc., for use of any music, video, print or persons' likeness when the copyright is owned by anyone other than the public access producer.

LPACC-TV and its designated agents will establish minimum technical standards for signal distribution on LPACC-TV's cable channel and will assure that facilities provide for minimum technical standards. It is the user's responsibility to ensure that programming submitted for playback on the LPACC-TV cable channel adheres to technical standards established by LPACC-TV and its designated agents.

### **PROGRAM SCHEDULING**

Any resident, organization or institution of Charles County may submit programming for cablecast on the public access channel. LPACC-TV and CSM assume authority and responsibility for scheduling cablecast item on the LPACC-TV public access cable channel.

A program that has been submitted for cablecast on the public access channel will be screened for content and technical standards. LPACC-TV assumes responsibility for scheduling cablecast time for public access programming. Programs will be scheduled in a manner advantageous to both user and the viewing audience as determined by LPACC-TV.

All programs must:

1. be submitted on miniDV, 3/4", S-VHS, Hi8, MOV, MPEG, or AVI file formats which is clearly labeled with program title, producer name, total running time and program completion date;
2. have continuous control track with 60 seconds of color bars and tone at the beginning of the tape, a slate, a ten second countdown and at least 30 seconds of black following the program;
3. have acceptable video and audio levels; and
4. contain in the closing credits the following:

*"This program produced through the LPACC-TV facilities. The producer retains full copyright ownership of his/her program. LPACC-TV will not commercially distribute the program. LPACC-TV will be permitted, unless otherwise provided, to cablecast the program for an unlimited number of showings on a non-exclusive basis. Programs may be duplicated by LPACC-TV only for the purpose of cablecasting and to take excerpts for use in promotions."*

Users must agree in writing to contract terms established by LPACC-TV including specifications on retention of copyright, distribution rights, and full liability of the user, and use rights, production credit and indemnification terms for LPACC-TV.

## **SUBMITTING A PROGRAM FOR CABLECAST**

LPACC-TV operates a non-commercial channel which provides the opportunity for Charles County residents and organizations to have videotaped programs cablecast. Programs can be submitted by the holder of the rights for the material or by those who can demonstrate a proof of permission for cablecasting from the copyright owner. LPACC-TV shall not cablecast nor permit to be cablecast, programs which have commercial content. Commercial content includes, but is not limited to, product placement, advertisement and service descriptions provided in exchange for value of any kind or nature. Commercial content also includes promotion of any individual business, partnership or corporation by direct or indirect reference or testimonial for the purpose of commercial exploitation. Should the producer/submitter wish to appeal the decision regarding commercial content, he/she may do so pursuant to the Appeal of Disciplinary Action of these Rules.

The following is the submission process:

- A CABLECAST AGREEMENT is completed, signed and submitted;
- The videotape of the program is submitted with the agreement form to LPACC-TV;
- A submitted program is screened for content and technical standards; and
- Once a program has been screened and approved, LPACC-TV schedules the program based on availability of programming slots.

A submitted program should identify:

- The program title, length and date produced;
- The name of the producer and/or copyright holder; and
- A credit reference to LPACC-TV facilities in those programs wholly or in part created using such facilities. That credit must remain a part of any future distribution arrangements.

## **ILLEGAL PROGRAMMING**

The LPACC-TV cable channel may not be used for illegal purposes. Users responsible for illegal programming or programming containing information intended to mislead or defraud the viewer may forfeit their right to use CCCT facilities and to obtain time on the LPACC-TV cable channels.

LPACC-TV or CSM assumes no legal responsibility or liability for public access programming. Users responsible for illegal programming or programming containing information misleading or defrauding or intended to mislead or defraud the viewer shall forfeit their right to use public access facilities or air-time.

The following are examples of types of illegal programming which are prohibited by applicable federal, state or local laws:

- Information about any lottery, gift enterprise, or similar scheme offering prizes gained by lot or chance or any whole or partial list of prizes awarded by lottery, gift enterprise or similar scheme is prohibited. (Violation of this rule is subject to criminal liability under federal law, Title 18, U.S.C. Sec. 1304). For example, a program violates this if it is connected with a valuable prize awarded to any person selected by lot or chance, if the winner is required to furnish anything in exchange for the prize, or if the winner is required to buy or have any product from the sponsor of the program;
- Material which is intended to defraud the viewer or designed to obtain money by false or fraudulent means is prohibited. (Violation of this rule is subject to criminal liability under federal law, Title 18, U.S.C. 1464);
- Obscene material is prohibited. (Violation of this rule is subject to criminal liability under federal law, Title 18U.S.C. 1464). Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined by not more than \$10,000 or imprisoned not more than two (2) years or both. (Section 639 Cable Communications Policy Act). Neither CSM™ or Charles County, Maryland will attempt to make a determination as to the constitutional legality of any content presented for cablecast. A PEG cable management entity may refuse to transmit any public access program that they reasonably believe contains obscenity. The producer of each program is exercising his/her first Amendment right to free speech and is solely responsible for the program's content. (Section 611(E) and 639 of the Cable Communications Policy Act of 1984 & 1992). The producer of an access program is the person who signs the application for the use of the access facility;
- Advertisements are prohibited. Advertisements means any message or other programming material which is broadcast or otherwise transmitted in exchange for any remuneration, and which is intended (1) to promote any service, facility or product offered by any person who is engaged in such offering for profit; (2) to express the views of any person with respect to any matter of public importance or interest; or (3) to support or oppose any candidate for political office. (Pursuant to Title 47 U.S.C. 399(a) and (b). The prohibition against commercial advertisements will be applied to all users including non-profit users; and
- Incitement of hate crimes or violence is prohibited.

Sponsors of programs may be identified on screen at the conclusion of the program as part of the closing credits only. The credit may only mention the name of the sponsor and contact information. It can not mention specific products, services, prices, or hours of operation.

Any material which endorses a political campaign or candidate must comply with LPACC-TV's guidelines with regard to political issues and its involvement in political productions and/or programming as outlined below.

LPACC-TV must remain politically neutral. LPACC-TV must not engage in any direct or indirect campaigns to form public opinion. LPACC-TV must remain non-partisan and will not endorse any political candidate or affiliation. LPACC-TV must not participate in or intervene in political campaigns on behalf of candidates for public office. LPACC-TV must not attempt to influence legislation. LPACC-TV must not publish or distribute political statements. Public Forums that provide fair and impartial treatment of political candidates are accepted by LPACC-TV only when:

- The format and content of the proposed forums are presented in a neutral manner;
- All legally qualified candidates are invited to participate;
- Questions are presented and prepared by a non-partisan, independent panel;
- Topics discussed offer a broad range of interest to the public; and
- The moderator does not comment on the questions or express approval or disapproval of any candidate;

Programming guidelines for political candidates:

- Persons presently hosting programs for LPACC-TV who become candidates for elected office may continue to host the program only as long as they continue in their official work-related capacity; references to their candidacy must not be made in any way;  
Persons not presently hosting programs for LPACC-TV who are candidates for elected office may not participate as a host of any program or as a regular guest on any program;
- A candidate for elected office may appear as a guest on a program as an expert in their field - - in an official work-related capacity - - only on an infrequent basis; and
- Any program regarding a County Government agency or a guest appearing on behalf of an agency must be pre-approved by the County Administrator or designee.

Approved by:



Date: 8-15-11

## STATEMENT OF COMPLIANCE

1. I have read and am thoroughly familiar with and understand the policies and procedures of LPACC-TV.
2. I am thoroughly familiar with and understand the contents of the program material to be taped and cablecast and agree that it will not contain any of the following:
  - a. Obscene material
  - b. Any lottery, or any advertisement or information concerning any lottery
  - c. Programs containing commercial messages designed to solicit money or other things of value.
  - d. Political endorsements
  - e. Programs that contain material that violates local, state, or federal statutes
  - f. Programs that can incite hate crimes or violence
3. I have obtained all approvals, clearances, licenses, etc. from broadcast stations, networks, sponsors, music licensing organizations, performer's representatives, copyright holders, and without limitation from the foregoing, any and all other approvals as may be necessary to transmit program material over the access channel.
4. I agree to indemnify and hold harmless LPACC-TV and CSM against any and all claims arising out of the content of the program material that is being furnished for cablecast, including any liability arising from or in connection with the use of production equipment supplied by LPACC-TV. I acknowledge that LPACC-TV has advised that it is the user's responsibility to provide insurance coverage against such claims or litigation.
5. I shall not use the CCTV channel, equipment or facilities for any financial gain or other commercial purposes. I understand that the programming produced with LPACC-TV equipment or facilities must be produced for cablecast on the public access channel.
6. I agree to pay the cost of replacement or repair of equipment resulting from damage, negligence, misuse or theft while such equipment is in my possession or control.
7. I agree that I shall not represent myself as an employee, representative or agent of LPACC-TV

Applicant's Name:

LPACC-TV Rep:

Applicant's Address:

Date:

Applicant's Signature:

LPACC-TV Rep. Signature:



## CABLECAST REQUEST FORM

APPLICANT NAME:

ADDRESS:

PHONE: H:

W:

PROGRAM NAME:

LENGTH:

DATE PRODUCED:

PRODUCER'S NAME:

The Applicant agrees that LPACC-TV shall have the right to refuse to cablecast any submitted programming found to be in conflict with programming guidelines.

The Applicant agrees that LPACC-TV shall have the sole responsibility for scheduling cablecasts of any programming submitted.

The Applicant agrees to obtain all necessary copyright clearances, licenses and permits as may be necessary. The Applicant further agrees, in connection with a pre-recorded program for which he/she does not hold copyright ownership, to submit a proof of distribution agreement.

The Applicant agrees to indemnify and hold harmless Charles County Commissioners, LPACC-TV, and CSM and their agents and employees from any and all liability arising from or in connection with the content of the programming being furnished.

The Applicant agrees to make public disclosure of information relating to the programs creator, copyright owner, location of program creation and program funding sources. It is agreed that the Applicant shall retain copyright ownership in any programming submitted to LPACC-TV for cablecast over the public access channel.

The Applicant hereby grants to LPACC-TV a non-exclusive license to cablecast submitted programming without limit as to frequency of such cablecasts, unless negotiated otherwise.

The Applicant is an individual, organization or institution that has a legal address in Charles County.

Applicant's Signature:

Date: