



## Fort Collins Public Access Network

### OPERATING POLICIES AND PROCEDURES

Fort Collins Public Access Network (FCPAN) is authorized by the City of Fort Collins as a Designated Access Provider. FCPAN, operating in the public interest, will encourage participation in civic life; foster artistic and cultural expression; facilitate better communication between non-profit organizations and the community they serve; and energetically support all individuals as they explore their creativity in the visual medium of public access television.

#### 1.0 Definitions

For the purpose of this document,

- 1.1 Program Provider is defined as anyone who meets the FCPAN eligibility requirements and submits programming made entirely without the use of FCPAN equipment.
- 1.2 FCPAN Producer is defined as anyone who meets FCPAN eligibility requirements and uses any FCPAN equipment in the development of programming for FCPAN.
- 1.3 Equipment Designee is defined as an FCPAN volunteer who has been approved by the FCPAN Board of Directors as being allowed to facilitate checkout of FCPAN equipment to other volunteers.

#### 2.0 Eligibility

- 2.1 Residency shall be defined as having a verifiable Fort Collins residential mailing address or being an employee or agent of a non-profit community group or organization with offices located in Fort Collins. Current, full-time student status at an accredited educational institution located in Fort Collins will also satisfy the residency requirement
- 2.2 Any Fort Collins resident, age 18 or older, may apply to become an FCPAN Producer. Residents under the age of 18 may also become an FCPAN Producers if a parent or legal guardian, who resides in Fort Collins, assumes legal responsibility.
- 2.3 FCPAN shall not discriminate against Program Providers or FCPAN Producer applicants on the basis of race, color, creed, national origin, sex, sexual orientation, religious belief, social philosophy, economic status or physical ability.
- 2.4 To become an FCPAN Producer, you must:
  - complete an FCPAN Producer application
  - pay the FCPAN Training/Equipment fee (outlined in Section 4)
  - attend an introductory training class, and familiarize yourself with the “Operating Policies and Procedures.”
  - The parent or legal guardian assuming responsibility on behalf of a minor applicant is also required to be familiar with the FCPAN “Operating Policies and Procedures.”
- 2.5 FCPAN Producer status may be revoked if a provider:
  - uses FCPAN equipment or facilities without producing completed programs within one year, unless other arrangements are made with the FCPAN Board of Directors.
  - uses FCPAN equipment or facilities with the intent of producing a program of a commercial, profit-making nature

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- fails to follow policies and procedures to the detriment of FCPAN
- steals, abuses, or is negligent with any FCPAN equipment or property
- uses foul or abusive language while representing FCPAN at any time or place
- uses foul or abusive language with another Program Provider or any FCPAN employee or volunteer

2.6 Program Providers or FCPAN Producers, whose status has been revoked, may make a written appeal for reinstatement to the FCPAN Board of Directors at 749 S. Lemay Ave., A3, PMB 400, Fort Collins, CO 80524-3251

2.7 FCPAN reserves the right to release the names and phone numbers of current Program Providers for the purposes of organizing crews, planning programs, or for any other FCPAN related activities, when considered appropriate.

### **3.0 Training and Equipment Usage Certification**

See **TRAINING link at FCPAN.org**

### **4.0 Equipment Checkout and Facilities Use**

#### **4.1 Liability**

Prior to taking equipment from the FCPAN office, FCPAN Producer must complete and sign an ‘Equipment Check-Out Form.’ This form states that the FCPAN Producer assumes liability for any claims, losses, costs and expenses arising from the damage or injuries to persons or property resulting from the use of the equipment. The FCPAN Producer’s signature also acknowledges his/her full responsibility for damage to, loss or theft of equipment that occurs during their checkout period. This responsibility includes, but may not be limited to, compensating FCPAN for repair or replacement of the equipment. FCPAN Producer privileges will be suspended until compensation for repair or replacement occurs. To reduce the risk of equipment damage, FCPAN prohibits eating, drinking and smoking in the studio, control rooms, editing suites, or near field production equipment.

#### **4.2 Equipment Check Out/In Policy**

All Fort Collins Public Access Network (FCPAN) equipment must be used to create programming that will broadcast first on FCPAN. Producers may request FCPAN Board approval for special circumstances. Users of the equipment must successfully complete an FCPAN Producer Certification Process and pay an annual FCPAN Producer Training/Equipment Usage Fee before they are eligible to check out equipment.

##### **4.2.1 FCPAN Producer Training/Equipment Usage Fee**

While access to airtime is free, FCPAN collects an annual fee of \$30 from all FCPAN Producers to cover the administrative costs associated with equipment maintenance.

##### **4.2.2 Volunteer Pledge Option**

FCPAN Producers can sign a 20-hour Volunteer Pledge with FCPAN in-lieu of the annual \$30 fee.

- If the FCPAN Producer does not begin their volunteer hours within two months of date of the signing of the Volunteer Pledge, FCPAN may revoke their FCPAN Producer status.
- If the FCPAN Producer does not complete all 20-hours of pledged volunteer work within one year of the date of the signing of their pledge, they will be required to pay the \$30 FCPAN Producer Training/Equipment Usage Fee.
- At anytime, if the FCPAN Producer wishes to pay the \$30 FCPAN Producer Training/Equipment Usage Fee, they will be released from the requirements of their pledge.

- 4.2.3 As a requirement to use FCPAN equipment, an FCPAN Producer must participate in the production of at least one access program a year to air on FCPAN. If an FCPAN Producer remains inactive for more than three (3) years, FCPAN may require that they attend another training class before being reinstated.

#### 4.3 Equipment Check Out/In Procedure

- 4.3.1 All equipment must be checked out and checked in by appointment only. All equipment must be reserved in advance through FCPAN. Check [www.fcpan.org](http://www.fcpan.org) for the contact information for equipment checkout.
- 4.3.2 Upon Checking Out the Equipment:
- Equipment user must sign the FCPAN Field Equipment Checkout Form.
  - It is the responsibility of equipment users to test and inspect all equipment upon checking it out. Equipment users must allow 10-30 minutes (depending on quantity of equipment) for check in return process.
  - By signing this form you are agreeing that all equipment is accounted for and in working condition.
- 4.3.3 Upon Checking in the Equipment:
- Equipment user must set up all equipment in order for the FCPAN Equipment Designee to check that all equipment is being returned and that it is in good working condition and not damaged.
  - Equipment Designee must sign off on the FCPAN Field Equipment Checkout Form
- 4.3.4 Equipment users are responsible for determining that the equipment is in working condition when they arrive to use it or to check it out. Any malfunctions should be reported immediately.
- 4.3.5 The equipment user who checks out the equipment must also be the individual who returns the equipment. So, please be sure that you will be available for the reservation you made.

#### 4.4 Quantity Limits

- 4.4.1 Equipment users may reserve one complete field package, including but not exceeding: 1 camera and accessories, 2 batteries, 1 microphone and cables, one camera support, 1 light kit with accessories, and headphones.
- 4.4.2 Equipment usage needed beyond these quantities must be negotiated with the board appointed Equipment Designee.

#### 4.5 Time Limits/Area Limits

- 4.5.1 Unless otherwise approved, equipment must be returned within 24 hours of the next FCPAN business day.
- 4.5.2 At times of heavy demands equipment users may not make 2 consecutive reservations in order to ensure all equipment users have access.
- 4.5.3 Equipment may not be taken out of Colorado unless special arrangements have been made with the FCPAN Equipment Director.

#### 4.6 Cancellations

If you know you are not planning on picking up the equipment you have reserved, please cancel your reservation ASAP so others may reserve it.

#### 4.7 Late Pick Up

- 4.7.1 Equipment users who are more than 30 minutes late for their reservation, without notice, will forfeit their reservation if another user needs to use that equipment.
- 4.7.2 Make any changes by contacting the FCPAN Equipment Designee.
- 4.7.3 FCPAN Equipment Designee contact information will be available and updated on the [www.fcpan.org](http://www.fcpan.org) website.

#### 4.8 Late Return

- 4.8.1 Fines are assessed for all equipment returned beyond the time it is due. The fines will be \$20 for every day that the equipment is not returned.
- 4.8.2 In cases where unreturned equipment is critical to video production, user may be subject to loss of equipment checkout privileges.
- 4.8.3 FCPAN Producers will not be permitted to use any further equipment until all late fees are paid.

#### 4.9 Missing/Damaged Equipment

If at the time of check-in it is discovered that there are lost or damaged items the following will take place:

- 4.9.1 The equipment user will be asked to sign a form stating:
  - The user's name
  - The user's project
  - The item lost or damaged
  - The estimated replacement cost of said item
  - The date that it must be paid by without severe penalties
- 4.9.2 All field equipment privileges will be lost until the item is returned or paid in full. The user will be given two weeks to pay for the item. A fair price will be determined by FCPAN Equipment Committee Members based on going rates for video/audio retailers plus a service [and/or shipping](#) fee.
- 4.9.3 Repairs to any damaged equipment are at the discretion of FCPAN. The damaged equipment will be sent to an authorized dealer of FCPAN's choice. The user will be responsible for the cost of repair or replacement of equipment plus shipping and handling fees.
- 4.9.4 If a replacement or payment is made within the two weeks, the user's field equipment checkout privileges will be reinstated. If after the specified two weeks, the item has not been paid for, the user will lose all field equipment privileges: all reservations will be cancelled, and no future reservations will be made until the item is paid for.
- 4.9.5 If after one month the matter is still not resolved, loss of privileges will extend to all areas of FCPAN equipment and facilities. The user will be considered not in good standing at FCPAN, may be subject to a loss of broadcast privileges, and the money owed will be submitted to collection services and/or legal proceedings.

### 5.0 Submitting Programs

Comprehensive and current Submissions Guidelines are available at [www.fcpan.org](http://www.fcpan.org) at the SUBMISSIONS link

#### 5.1 Submitting Address

Programs may be submitted to FCPAN, c/o Program Director, contact information specified on

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[www.fcpan.org](http://www.fcpan.org) or mailed to FCPAN at 749 S. Lemay Ave. A3, PMB 400, Fort Collins, CO 80524-3251 (FCPAN assumes no responsibility for programs lost in transit). Each program submitted must be consistent with the rules and requirements outlined in this document.

## 5.2 General Submission Requirements

- 5.2.1 Programs must be submitted to FCPAN at least 14 days (but not more than 30 days) in advance of the desired scheduled cablecast.
- 5.2.2 Programs must be submitted in an enclosed case or sleeve along with completed hard copies of the 'Program Submittal' and 'Statement of Compliance' forms. To receive these and other forms electronically you may download the forms at [www.fcpan.org](http://www.fcpan.org).
- 5.2.3 All DVDs and their cases must be clearly and legibly labeled with the following information:
  - Program Provider's name and phone number
  - Program Title
  - Episode number (series programs only)
  - Exact length of program (HH:MM:SS)
  - Brief program description
- 5.2.4 FCPAN will not correct spelling, punctuation or capitalization errors. What you put on the submittal form and label will be what appears in any schedule listings, so be sure to proofread before you submit.

## 5.3 Technical Requirements

FCPAN reserves the right to refuse playback of programming that does not meet these technical requirements.

- 5.3.1 Accepted program formats are: DVD discs that are able to play in consumer DVD players or DVD data discs holding an Mpeg2 file (preferred)
- 5.3.2 DVD's must have the whole show to be aired as one single DVD track. It can have multiple chapters. Do not put your credits or other acknowledgements as separate tracks. Extra tracks cannot be joined to the main feature by the program director.
- 5.3.3 Title of program must appear at the beginning or at the end of the program.
- 5.3.4 Credits must appear at the end of the program, allowable credit to underwriters of the program and the acknowledgements and disclaimers for FCPAN & Comcast Cable.
- 5.3.5 Half-hour shows must be between 28-30 minutes in length; one-hour programs must be between 59 and 60 minutes in length.
- 5.3.6 Programs must have technical standards high enough to deliver a clear and unbroken picture to cable subscribers. Audio must be clearly understandable, at audible levels and free of distortion.
- 5.3.7 Problems that may result in a program being denied airtime include, but are not limited to: distortion, instability, or scratched DVDs; hum or buzz level of -20dB or more; excessive generational lose or poor dubs; vertical roll or other sync instabilities; complete loss of control, track or sync; video signal noise level of 28dB or less

## 5.4 Program Content Responsibility

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A Program Provider or FCPAN Producers must acknowledge that s/he takes full responsibility for the content of the programming they submit for cablecast by reading and signing the FCPAN “Statement of Compliance.”

## 5.5 Programming Liability and Copyright Clearances

- 5.5.1 Prior to submitting programs, Program Providers or FCPAN Producers are responsible for taking the necessary steps to obtain permissions and authorizations from the performers and copyright holders whose material is contained in their programs.
- 5.5.2 All Program Providers or FCPAN Producers shall indemnify and hold harmless the Fort Collins Public Access Network, the City of Fort Collins, Comcast, and their officers, officials, boards, commissions, agents, volunteers and employees from any and all liability, damage, injury, judgment (including cost defending claims and attorney’s fees) arising from or in connection with any claim for failure to comply with these Operating Policies and Procedures; other laws, rules or regulation of federal, State or local government; or rules or regulations of the FCC, claims of libel, slander, or invasion of privacy, claims of infringement of copyright, patent or unauthorized use of any material or trademark, service mark or image; or for any other injury of damage in law or in equity claimed as a result of or in connection with a Program Provider or FCPAN Producer’s use of access channel time.
- 5.5.3 The foregoing shall include obscenity claims as well as any and all other claims related to scheduling or programming on public access channel time.

## 5.6 Program Content Restrictions

- 5.6.1 To assure compliance with applicable ordinances, regulations, laws and statutes, cablecast of certain types of material (outlined below) on any public access channel managed by FCPAN are **prohibited**:
- Material designed to promote the sale of commercial products or services
  - Commercial programming which in whole or in part depicts, demonstrates, or discusses products, services or businesses with the intent or substantial effect of benefiting or enhancing a profit making enterprise
  - Advertising which endorses or opposes candidates for public office, which is also intended to be presented as a paid political advertisement on other media
  - Programming which constitutes or promotes any lottery or gambling enterprise in a manner which is in violation of any applicable local, state, or federal law
  - Material that is obscene, as defined by applicable law
  - Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state, or federal law.
  - Material that advocates violence or is designed to invoke violence, and that has a reasonable probability of creating an immediate danger of damage to property or injury to persons
  - Material that defames a group or individual belonging to a group according to race, ethnicity, sexual orientation, age, disability, occupation or religion

**All submitted content is subject to review under PBS Production Guidelines.**

## 5.7 Acknowledgements and Disclaimers

- 5.7.1 To assure that viewers know who is responsible for a public access program, FCPAN requires that all programs submitted for cablecast must clearly identify

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the producer of the program at the beginning and end of the program.

- 5.7.2 FCPAN reserves the right to add or require a disclaimer to be included at the beginning and end of a program stating that, “The views expressed in this program do not necessarily reflect those of FCPAN, the City of Fort Collins, Comcast Cable, or their employees, agents and representatives.”

## 5.8 Guidelines for Submitting Adult and Potentially Offensive Programming

Programs containing adult or potentially offensive program content or subject matter may be submitted for cablecast using the following guidelines:

- 5.8.1 The Program Provider or FCPAN Producers are required to notify FCPAN when submitting a program that contains material that may be considered inappropriate for children and young audiences because of potentially offensive, adult or violent content.
- 5.8.2 This information should be included on the “Access Program Submittal” form that must accompany all programs being submitted for cablecast.
- 5.8.3 FCPAN reserves the right to pre-screen program submissions to determine compliance with the “Programming Content Restrictions;” however, it is not the intent of FCPAN to act as a censor or to exercise editorial control over the programming on FCPAN.
- 5.8.4 As outlined in the “Program Content Responsibility” and “Program Liability” sections of this document, final responsibility for program content rests with the Program Provider or FCPAN Producer.
- 5.8.5 The program must include the following text on the screen for a minimum of 15 seconds at the beginning of the program (if the program is longer than 30 minutes, the text must appear for at least 15 seconds after each 30-minute block of program content).

THE FOLLOWING PROGRAM CONTAINS MATERIAL THAT MAY BE OFFENSIVE TO SOME VIEWERS OR INAPPROPRIATE FOR VIEWING BY CHILDREN AND YOUNG PEOPLE. VIEWER DISCRETION IS ADVISED. THE CONTENT OF THIS PROGRAM IS SOLELY THE RESPONSIBILITY OF (Insert Program Providers Name Here) AND NOT THAT OF FCPAN OR THE CITY OF FORT COLLINS.

- 5.8.6 Programming considered adult in nature by FCPAN will be scheduled for cablecast during late night hours only. Late night hours are defined as after 11:00 p.m. and before 5:00 a.m.

## 5.9 Underwriting Credit

- 5.9.1 Underwriting credit shall be limited to the following:
- Visual and/or audio presentation of the underwriter’s name and logo during the beginning and ending credits of the program only
  - A maximum of 15 seconds is permitted for identification of an underwriter
  - A maximum of four (4) underwriters may support any given program or series of programs
  - The specific address and phone number of the underwriter is permitted
  - Identifying the city and state where the underwriter is located is permitted
  - Underwriting credits shall not include any call to action, superlative

description or qualitative claim about the company, its products or its services, direct comparison with other companies, or with other companies' products or services, price or value information, inducements to buy, sell, rent, or lease, endorsements or demonstrations of consumer satisfaction.

- Underwriter may not appear or be featured in a program they have underwritten.
- Voice or text over descriptions may NOT use the word "sponsor." "SUPPORT FOR THIS PROGRAM WAS PROVIDED, IN PART, BY" or "THIS PROGRAM IS UNDERWRITTEN BY" and similar phrases are permitted.
- A producer of a program may never receive credit as an underwriter even though a producer may have a financial investment in the program.

## 6.0 Program Scheduling

### 6.1 Scheduling Guidelines

6.1.1 FCPAN will use the following general priorities when scheduling programs for cablecast on FCPAN:

- Locally produced programming receives the highest priority.
- First run programs will be favored over repeat programs.
- Programs may be scheduled to maximize FCPAN's ability to build regular and consistent viewership.
- The quality of a production will be considered in the scheduling process
- Programs will be scheduled to reflect a diversity of community interests and needs.
- Program Providers or FCPAN Producers will be able to make a 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choice for playback time, these requests will be actively considered, and honored when possible, as the schedule is prepared.
- Programs considered adult in nature or inappropriate for children or young people will be scheduled during the late night hours of 11:00 p.m. to 5:00 a.m.

6.1.2 FCPAN reserves the right to pre-empt scheduled programs in order to present special or time-sensitive programming.

### 6.2 Repeat Programming

6.2.1 After the initial cablecast of a program, further scheduling of the program is at the sole discretion of FCPAN, with the permission of the submitting Program Provider.

6.2.2 The decision to repeat a program will be made based on availability of channel time and/or the need to avoid monopolization or over-use of time slots by any particular Program Provider or program.

### 6.3 Review Process

6.3.1 If a program is chosen not to air or if a program is airing at a time that the Program Provider or the FCPAN Producer does not agree with, then the Program Provider or the FCPAN Producer has the right to appeal to the Programming Review Committee for review of the program. The process is as follows:

- The Program Provider and or the FCPAN Producer will need to submit to the Programming Review Committee a copy of their program along with a one-page single spaced document describing why they believe it fits the FCPAN

and PBS Production Guidelines.

- The Programming Review Committee will then review the document and view the program in question to determine whether it adheres to the guidelines set forth in the FCPAN Operating Policies and Procedures and the PBS Programming Guidelines.
- The Program Review Committee will provide a written statement to the FCPAN Board and to the FCPAN Producer or Program Provider explaining their decision.

## **7.0 Guidelines for Underwriting Support**

For the purposes of these guidelines, a program "sponsorship" or "underwriter" is a third party that has voluntarily contributed cash or substantial in-kind services to finance, in whole or in part, the production or acquisition of an FCPAN or FCPAN Producer program, and that may not, and has not, exercised any inappropriate influence over the content of the program it has funded. Underwriters shall not have a close commercial connection between their products and services and the content or focus of a program.

7.1 All sponsorships and underwriting must be reported to the Fort Collins Public Access Network by completing and submitting the FCPAN Underwriting Form and required accompanying documents.

7.2 Any sponsorship or underwriting for FCPAN Producer productions must be managed by FCPAN as the fiscal agent of the project/production.

7.3 Fort Collins Public Access Network retains 25% of donated funds, and releases the remaining 75% of sponsorship and underwriting funds to the FCPAN Producer, provided that these funds be used only to cover "expenses incurred in production, and do not constitute a profit or wage for the producer."

7.4 Once an FCPAN Producer becomes a Program Provider (no longer using FCPAN equipment), the Program Provider is no longer required to have FCPAN act as the fiscal agent of the project/production, and is free to negotiate underwriting and sponsorship agreements without involving FCPAN, provided that their show continue to abide by FCPAN's content regulations, contains no commercial material, and abides by the guidelines for underwriting credit as outlined in Section 5.9 Underwriting Credit.

## **8.0 Appendices**

- Appendix A. FCPAN Producer Application
- Appendix B. FCPAN Statement of Compliance
- Appendix C. FCPAN Program Submittal Form
- Appendix D. FCPAN Lost or Damaged Equipment Contract
- Appendix E. FCPAN Parent Responsibility Statement
- Appendix F. FCPAN Show Underwriting Form
- Appendix G. FCPAN Volunteer Pledge
- Appendix H. FCPAN Equipment Checkout/in Form