Access Media Productions
Producer’s and Programmer’s Packet
Welcome to Access Media Productions (AMP)!

This packet has been put together to help acquaint you with the practices and policies of AMP. Here you will find answers to questions you may have about working with us. Our goal is to promote and enable local government, the public, and community organizations to communicate with the public, and we cannot do this without our wonderful producers. We are all about freedom of speech, freedom of expression, and the freedom to create, and as a producer at AMP, you are an important part of what we do. We hope you will enjoy your time with us!

How to Become a Producer at AMP

A. Compete a project proposal form, available on our website or from a staff member. Return the completed form to AMP.
B. Once your form has been approved, schedule a meeting with our Programs and Training Manager.
C. Fill out a Series Programming Agreement for each show, turn in to the Production Manager with your payment.
D. Meet with the Production Manager to discuss how to upload episodes and schedule content.
E. Depending on your needs, you may wish to schedule an appointment with the Program and Training Manager to be trained on equipment or to use our studios.

Introduction

A. AMP provides public, non-commercial, educational, and governmental access television channels and other media services to Monterey County. These operating policies and procedures are intended to provide the means for assuring fair and equitable access to the resources and services that AMP manages.

B. The public access channel resource managed by AMP is intended to be a public and community forum for freedom of expression and will operate in the spirit of the First Amendment to the United States Constitution. AMP also serves the educational and governmental institutions of Monterey County and provides specific channel capacity and resources to serve those interests. The resources and services managed by AMP are intended to facilitate non-commercial expression by residents of Monterey County for the education and benefit of the community at large.

C. The policies and procedures detailed below may be waived in specific cases by the Executive Director or her designee for due cause but shall otherwise be followed. In cases where these policies and procedures are suspended supporting documentation shall detail the reasons for such suspension. A Producer or Programmer is required to submit any request for a waiver in writing in advance for review by staff.
Definitions

A. Access Media Production shall hereafter be referred to as “AMP.”

B. Person(s) making use of cable access channels for presentation of recorded or live programs or programs being received by satellite transmissions shall hereafter be referred to as “Programmer(s).”

C. Person(s) who have been certified for use of AMP managed facilities, equipment, and related software are hereafter referred to as “Producer(s).”

D. ‘Public, Educational and Governmental cable television access shall hereafter be referred to as “PEG”.

Eligibility

A. Persons whose principal place of residency or employment is Monterey County are eligible for services. Proof of residency must be presented on request to AMP staff and may include a current California driver’s license, personal utility bill, or bank checks with a current address. Employment eligibility is determined by the physical business address of the employer. Full-time students enrolled in schools or institutions of higher learning located in Monterey County are likewise eligible; appropriate documentation is required to establish their eligibility.

B. Resident Status. Residents are those persons who live in cities that have contracts with AMP supporting PEG services. Other Monterey County residents are considered non-residents. Resident Producers pay an administrative fee of $25.00 per month to submit programming for presentation on the public access channel(s).

C. Non-resident Status. Individuals not residing or employed in communities participating with AMP are eligible for services subject to the following criteria:

   I. The individual is a designated representative of an eligible organization member, OR
   II. The individual is a resident of Monterey County and is actively engaged in providing, producing or supporting the production of programming appearing on AMP channels.
   III. The non-resident Producer shall pay an administrative fee of $25.00 per month to submit programming for presentation on the public access channel(s).
   IV. The non-resident Producer shall pay an administrative fee of $25.00 for each equipment or facility reservation (payable in advance of using the equipment or facility).

D. Community Organizations. Organizations located in Monterey County that provide services to communities participating with AMP and are recognized under California state law as non-profit organizations or are educational or governmental entities are eligible for services. Organizations must register with AMP with proof of their non-profit status and provide names of their authorized representatives. Such community organizations may submit programming with no additional membership requirements.
E. Minors. Producers and Programmers must be of legal age and eligible to sign contracts in the State of California. Alternatively, minors acting as Producers and Programmers must be acting under the auspices of their parents or legal guardians who are eligible under the above policies and who will sign contracts and take responsibility on their behalf. Minors are subject to all membership requirements.

**Facility Policy**

The offices and production facilities managed by AMP shall be under the supervision of AMP staff persons as designated by staff. Hours of operation shall be established by staff and may be amended with prior notice as required.

The following are prohibited unless prior permission has been granted by authorized representatives of AMP:

A. Use of AMP’s telephones, office machines, and supplies.
B. Alcoholic beverages or controlled substances.
C. Firearms or other weapons.
D. Animals unless needed by persons with disabilities.
E. Activities of a commercial nature, such as selling goods and services.

It is expected that all persons within the facility will observe reasonable rules of conduct and civility. Persons determined to be acting in a hostile, confrontational, abusive manner, or engaging in actions which obstruct normal business operations or others’ use of the facilities shall be required to modify their behavior or leave the facility.

**Studio A**

Studio A is available to Producers who are under contract with AMP and have paid their producer fees. Productions in Studio A must be scheduled at least a month in advance with the Station Manager. Producers who use Studio A have access to a set and camera equipment. All shows filmed in Studio A must be supervised by an AMP staff member, either the Production Manager, Station Manager, or the Program and Training Manager. The cost for filming a show in Studio A is $100 per hour and is due within 15 days of production.

**Green Room Studio**

The Green Room Studio is available to Producers who are under contract with AMP and have paid their producer fees. The room is available during regular business hours for video and audio production. To use the Green Room Studio, producers must be trained. Training for the Green Room Studio costs $125 for audio productions and includes 2 hours of studio time and 1 hour of post-production. Training for the Green Room Studio costs $165 for video productions and includes 2 hours of studio time and 1 hour of post-production. The fee for training is due on the day the training takes place. Training must be scheduled in advance with the Production Manager. The Green Room Studio is available at an hourly cost of $30 for audio recording and $45 per hour video recording. Post production is also available at an hourly cost of $25 per hour for audio post production and $35 per hour for video post-production.
Equipment Use

A. Equipment may be used only to produce material to be first presented on channels managed by AMP. Exceptions to this policy are equipment uses for training or for production of material to be used in an AMP related activity approved in advance. Equipment may also be used by employees of any government entity which is providing support to AMP when such uses are for official purposes such as development of training materials which may not appear on AMP managed channels.

B. Producers may not charge for production services making use of AMP -managed equipment, unless such has been arranged in advance through AMP staff. Producers may not charge persons, organizations or businesses to appear on AMP channel(s).

C. Persons appearing as hosts or MCs on a program or acting as creative personnel, who are not certified as Producers may be required to attend training classes to acquaint themselves with operations and safety features of the AMP facilities.

D. Equipment may be used only by Producers certified by AMP staff. A Producer must be certified on an equipment system prior to making reservations to use that system. Equipment certifications shall be based on successful completion of training developed by AMP and/or a competency test administered by staff.

E. Studios. The Producer checking-out a studio is responsible for conduct of their crew and program hosts and guests. All persons operating equipment in studios must have a basic orientation to studio procedures and safety. Persons operating specialized equipment such as the production switcher, audio board or character generator must be certified to operate that equipment. No food or beverages may be brought into control rooms at any time. Use of food and beverages in studios must be approved in advance.

F. Computers and Duplication Equipment (in-house). Use of designated equipment shall be made available at the discretion of AMP staff when the AMP facility is open to the public. Only one user at a time at a time may use a given system. The user is responsible for any damages resulting from their use including computer viruses. No food or beverages may be used adjacent to equipment.

G. Field Equipment. Field equipment may be checked-out for up to four days, dependent on AMP staff approval. If a reservation is accepted that would end on a day that AMP is closed for any reason AMP staff may extend the reservation. Equipment may not be taken outside of a 100-mile radius of the AMP offices without prior permission. Equipment must be returned as closely as possible to and no later than the time specified on a contract at the time of check-out unless the Producer has received authorization for late return from AMP staff.

H. Fees. AMP may establish fees for training. Provisions for scholarship or volunteer service in lieu of fees may be offered, dependent on individual need. Fees may be charged for use of supplies provided by AMP such as recording media, lamps, batteries, etc.

I. Subsequent Distribution. Producers developing shows which are intended for subsequent commercial distribution may be required to pay fees for each use of equipment at the current market rate for the specific equipment system they use. Fees shall be paid if such distribution results in compensation other than reimbursement for the direct costs of materials and distribution, or if the Producer represents to any persons that (s)he is selling copies of the completed production. Producers must designate on the contract for each equipment use if they are intending to distribute their production. Should programs produced with AMP -managed equipment or facilities subsequently be distributed commercially, the Producer shall be liable for reimbursing AMP for facilities and equipment fees related to production of those programs.
Penalties for Infractions of the Facilities and Equipment Policies:

A. Use of AMP managed equipment for purposes other than production for the access channel(s); charging for use of AMP managed equipment or appearances on access channel(s). Penalty: The Producer loses eligibility for check-out of equipment indefinitely.

B. Use of Equipment without permission of staff and signing of an Equipment Use Contract. Penalty: The Producer loses eligibility to check-out equipment for a period up to three (3) months.

C. Damage to equipment. Penalty: The Producer must reimburse AMP for all costs of repairing equipment. In addition, the Producer is ineligible for further equipment uses until all costs have been paid, or a written agreement for payments to meet the financial obligation has been executed with the Executive Director.

D. Failure to return field equipment at the time specified. Penalty: The Producer is subject to penalties of $50.00 per day, applicable to any portion of a day the equipment is late. If the equipment is more than twelve (12) hours late without notice or causes another Producer to lose a production opportunity, the Producer will be suspended from check-out privileges for a period of two (2) weeks. If the Producer fails to return equipment for a period greater than twenty-four (24) hours, they lose the privilege of check-out for an additional period to be determined (up to indefinitely) and may be liable for full replacement cost of the equipment in question.

E. Failure to check-out equipment at the time specified in a reservation. Penalty: The Producer may forfeit any reservation for equipment if they are more than fifteen (15) minutes late for that reservation. If the Producer does not show up for a reservation at all, all current reservations are forfeited, and no additional reservations may be made for one week.

F. Disruptive behavior or failure to observe sobriety or proper safety procedures. Penalty: Staff may require said individual to vacate AMP facilities.

Programming Policies

A. First Amendment Provision/Disclaimer. There will be no prior restraint or censorship of programming submitted to AMP for presentation under its public access policies, unless such programming contains material used illegally or material not protected by the First Amendment to the Constitution of the United States. Public Access programming must include a disclaimer in which the Programmer accepts responsibility for her/his speech and holds harmless AMP, the media companies on which AMP programming appears, and each franchising providing PEG funding to AMP.

B. Fees. No fees will be charged for programming services unless AMP incurs outside costs such as special engineering or technical fees (e.g., for satellite downlinks, etc.), in which case such costs will be passed on to the Programmer.
Programming Policies: What is not Permitted

A. Superlative description or qualitative claims about any underwriting company, its products or services; any comparison with other companies, or with other company’s product or service, whether direct or implied.
B. Any inducements to buy, sell, rent, or lease.
C. Official spokespersons, owners, employees or professional talent that are featured in commercial promotion of an underwriter’s business or product may not appear on any program for which the underwriter has provided support, without prior AMP staff approval.
D. A business location must not be prominently featured in any program for which that business or its owners or managers has provided underwriting support. Exceptions to this policy may be made assuming the resulting program does not explicitly feature products or services there or serve as an overt inducement to patronize the business. Such exceptions will be granted contingent on staff review of the program(s) in question and may be withdrawn if references to the business are more than incidental.

Underwriting

Underwriters for programs may be credited with an acknowledgment at the beginning and/or end of each show with audio and video including the underwriter’s name, address, telephone number and a logo and/or exterior of business. A brief descriptive line may follow the credit factually describing the underwriter’s business (e.g., “Computer Products and Repairs”, "thousands of books available"). Products and brand logos may be included. No price information or dates of sales may be included.

A. Non-commercial Provision/Underwriting. All programming accepted for play on the PEG channels must be non-commercial in nature; i.e., containing no solicitation of funds or attempt to sell commercial products or services. Programs may, however, contain underwriting credits acknowledging support given to Producers to develop their program.
B. Each underwriter may be acknowledged no longer then fifteen seconds each time at the beginning and/or end of the program. Total underwriting acknowledgments may be no longer than two minutes per hour of programming, or one minute per half-hour.
C. Underwriters or their agents or representatives may not appear on any program for which they have provided material support without prior staff approval.
D. If a program not produced by AMP contains underwriting credits, the Producer (or Programmer) must provide AMP staff with signed agreements from each credited underwriter with the following information:

I. Producer/Programmer's Name.
II. Name of program.
III. The following statement: "I understand that any financial or other support that I have given to the above Producer/Programmer is for support of the program listed. No support is intended for or will be received by Access Media Productions (AMP). I understand further that the Producer/Programmer is not an agent or representative of Access Media Productions and that the program I am supporting is strictly the Producer's responsibility and expression. I understand that I may receive an underwriting credit but will not receive commercial advertising including the promotion of products or services."
IV. Name of underwriter (individual or business).
V. Signature of underwriter.
VI. Date of signature.
VII. Appropriate signed agreements must be provided prior to presentation of any show with underwriting credits.

E. Local Programmer Requirement. Programming presented under the public access channel policies must be at the request and under the responsibility of an eligible resident or community organization. Each show must include in its credits for at least ten (10) seconds the name of the Programmer (or a pseudonym) and accurate local contact information such as a telephone number, address or email.

F. Series. Producers/Programmers may request series slots for programs to appear each week at the same time. Three (3) programs of the series which have not played on AMP managed channels must have been completed prior to assignment of a slot. A commitment to producing 50% original new programming is a requirement for a series. Series which fall 10% below the minimum requirement for original new programming may lose their slot. Series times assigned to programs will be valid for up to six months. Renewals will be done for all series at a specified time. Specific slots will be based on the same scheduling principles as enumerated above. A single Programming Agreement is sufficient for all programs in a series but must be renewed every six months.

G. Live Programs. Live programming is subject to technical and facilities availability. Live programs must be scheduled at least three (3) days in advance; Producer/Programmers are encouraged to schedule live programming as far in advance as possible. Live programs may not exceed one hour in length without prior permission from AMP staff. Producers of live shows should take care to exercise their responsibility for content, given the nature of live programming.

H. Penalty for infractions of these Programming Policies and Procedures.
Penalty: The Programmer loses eligibility to submit or have any material presented by AMP for one year. Should the material lead to litigation or prosecution, the suspension shall continue for the time the case remains in the court system.

Appeals of Disciplinary Actions.

All appeals must be made in writing within one week of the imposition of the disciplinary action. There are two stages of appeals:

A. Appeal to AMP Executive Director. The Executive Director of AMP will review and act on a written appeal within four (4) working days. The response shall also be in writing. Should the person making the appeal not be satisfied with the result, a final appeal must be made in writing to the Board of Directors of AMP within two (2) working days of the Executive Director’s decision.

B. Appeal to the Board. The Board of Directors of AMP will review final appeals at its next regularly scheduled meeting held at least two (2) weeks after the final appeal is received at the AMP office. The decision of the Board is final and will be detailed in writing to the person making the appeal.
Non-Discrimination Policy

Amp does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

Scheduling Programs

Programs will be scheduled by staff given time, place and manner criteria applied consistently to all programming. Programmers may request (but not be guaranteed) specific time and day scheduling, subject to availability and the above principles.

Replay of Programs

AMP will provide a showing of a given program at least one-time following submission of an approved Agreement. Replays of a given program are solely at the discretion of AMP unless limits on replay of programs are agreed to in advance between AMP and the Producer/Programmer. Replays will be prioritized under the following criteria (in order of preference):

A. Programs produced with AMP facilities
B. Programs produced within Monterey County
C. Programs produced in areas other than Monterey County.

Series Programming Agreement Policy

For every public access show or series of shows there must be an agreement signed by the responsible party. The agreement will contain language holding harmless AMP, franchising authorities and media companies showing the program. The Programmer or Producer will take full responsibility for the content and will certify that the program contains no illegal or commercial material. All underwriters must be listed on the Agreement. The Agreement must be submitted prior to any showings and will be kept on file by AMP.

Series programming agreements act as a contract between Producers or Programmers and AMP. These agreements will cover a certain period, allowing Producers and Programmers to schedule shows from the start date of the contract to the end date. Series Programing Agreements will be sent out in an e-mail to AMP Producers at least one week in advance of the beginning of the agreement period. Agreements must be filled out, signed, and returned before or on the first day of the agreement period.
Series Programming Fees

Producers must pay a fee of $25 monthly per show. Two options exist for producers paying the series programming fees.

A. Producers/Programmers can pay $25 per month, per the length of the agreement. If producers choose this method, the $25 must be received by the 15th of the month, or time slots can be closed, and the series may not air.

B. Producers/Programmers can pay the entire fee for the duration of the contract upon returning the contract.

If payment is not received by the first day of the agreement, slots may be closed, and the series may not air. On the series programming agreement, producers/programmers will have the option to check that they will be paying in full, or they would like to be invoiced monthly.

AMP accepts multiple methods of payment, including payment by check, cash, or payment by credit card.

Project Proposal Form

Reservations will be made only for projects that have been registered with AMP. A written form, given to you by AMP staff or found on the AMP website, must be completed for each project and accepted by staff. A project is defined as a specific single program with a predetermined completion date, or a series of programs which have a weekly slot on an AMP channel.
Series Programming Agreement

Series Name______________________________________________________________

Programmer’s Name__________________________________________________________

Address__________________________________________________________________________________________
City ___________________________ Zip __________
Phone _______________ Email: ________________________________

Mailing address (if different)
__________________________________________________________________________________________

Length of show
☐ 30 minutes ☐ 60 minutes ☐ Other __________________________

I am over 18 Years of age  ☐ Yes ☐ No

Brief Description of Program
__________________________________________________________________________________________
__________________________________________________________________________________________

# of Episodes Planned Per Week _________________
Length of Finished Show/Episode  (hours:minutes) _________________

Date Started _________________________

Expected Completion Date _________________________

Select the category which best describes your intended audience
☐ General ☐ Children and Youth ☐ Adults/Explicit
Select the category which best describes your subject

- General
- Commentary
- Documentary
- Government
- Magazine
- Arts & Culture
- Compilation/Clips
- Entertainment
- Lecture
- Adults/Explicit
- Education
- Graphics
- Promotions

Select the category which best describes your Production type (check all that apply)

- General
- Commentary
- Documentary
- Government
- Public Affairs/Politics
- Performance
- Station ID
- Arts & Culture
- Compilation/Clips
- Entertainment
- Lecture
- Meeting
- Sports
- Talk Show/ Interview
- Adults/Explicit
- Education
- Graphics
- Promotions
- Spiritual/Religious
- Religious Service
- Youth Oriented

Select Equipment Needed (check all that apply)

- Live Show
- Single Camera - Field
- Station ID
- Studio
- Satellite Feed
- Recorded Show
- Multicam
- None (Programmer)

Does this series receive underwriting?  

- Yes
- No

If yes, please provide the following:
- Name of underwriter (individual or business).
- Signature of underwriter.
- Date of signature.
- Appropriate signed agreements must be provided prior to presentation of any show with underwriting credits.

*Note: for underwritten content please review “Underwriting, Section D-III” of the Access Media Productions Producer’s and Programmer’s Packet

List any non-profit or community organizations that are responsible for the content of this series

I agree to fulfill the role of a series Producer as outlined in the Access Media Productions Producer’s and Programmer’s Packet (see accessmediaproductions.org). I understand that AMP will make a best effort to air my content at the agreed upon time(s) and that AMP staff reserves the right to preempt my series in accordance with the Access Media Productions Producer’s and Programmer’s Packet. I agree to schedule my programs 72 hours before they are due to air.
I understand and agree to pay the fee for programming at $25 per month, beginning January 2, 2020 and ending June 30, 2020. I understand this can be paid at the beginning of the series as a total of $150, or monthly before or on the 15th of the month (unless there is a previously organized agreement established with AMP).

This agreement is in effect for the period January 2, 2020-June 30, 2020

I would like to pay:
_____ Full amount due to day ($150)
_____ Monthly installments of $25

Warranty Agreement

I warrant that the above program submitted by me contains no material that is:

1. libelous, slanderous, other defamation of character, or is an unlawful invasion of privacy.
2. contrary to local, state or federal laws.
3. obscene as defined by statute or regulations of the Federal Communications Commission.
4. intended to advertise or promote any commercial products or services.
5. a solicitation of funds for any purpose.
6. an unlawful use of copyrighted material.
7. intended or likely to create an immediate danger or damage to property or persons.

These warranties and representations are made by me in order that this program be cablecast free of charge on Access Media Production’s PEG access channel(s). I further agree, to the extent allowed by law, to indemnify and hold harmless Access Media Productions, the City of Monterey, the City of Marina, the City of Seaside, the City of Pacific Grove, Comcast Cable, AT&T and any of their employees, officers, Board of Directors, etc. from any and all claims, demands, damages or other liabilities which may be made against or arise out of the cablecast of this program whether or not Access Media Productions has reviewed this program prior to cablecast. I understand that I may be subject to prosecution in the event that this program contains any material which is unlawful or contains obscene or other material not protected by the Constitution of the United States. All of the information provided in this form is true and accurate.

Signature  ____________________________________________
Date  ____________________________________________

Staff approved and entered:
Initials:  ____________________________________________
Date:  ____________________________________________
Project ID #:  ____________________________________________