

**AGREEMENT FOR PUBLIC, EDUCATIONAL,
AND GOVERNMENT ACCESS ("PEG")
CABLE TELEVISION
FOR THE CITY OF FALLS CHURCH**

I. PARTIES AND NATURE OF THE AGREEMENT. The parties to this agreement are the City of Falls Church, Virginia (the "City"); the School Board of the City of Falls Church, Virginia the ("School Board"); and The Falls Church Cable Access Corporation ("FCCAC"). The legal relationship of the parties shall be a "joint venture".

II. PURPOSE.

A. The purpose of this agreement is to establish the respective duties and rights of the parties in their cooperative venture to provide for public, educational, and governmental ("PEG") access television in the City of Falls Church consistent with the terms of the nonexclusive franchise for cable television between the City and Cox Cable, Inc. It is the conclusion of the parties that through consolidation of funds, equipment and personnel, the respective needs of the parties can best be accomplished. This consolidation will also include the use of only one channel (Channel 38) at the present time, hence the need for close coordination of all available resources.

B. It is intended that this cooperative venture will enable each party to best accomplish its purposes as they are set out generally below:

1. Educational Access relates to the use of an access Channel by the City's public educational institutions for the provision of instructional and informational services.

2. Governmental Access relates to the use of an access channel by City government for the provision of instructional and informational services.

3. Public Access relates to the use of an access channel by individual City residents and organizations for the purpose of expressing ideas, sharing experiences and exchanging information. It is understood that in accordance with an independent agreement with Cox Cable, The Falls Church Cable Access Corporation has separate operating procedures, *The FCCAC Rules and Regulations*, which determine policies

for all phases of public access program productions and do not determine the policies and procedures established by the Steering Committee.

III. STEERING COMMITTEE.

A. Composition. The Committee shall be composed of three (3) voting members: the School's Community Education Director, the City's Communications Director and the President of the Access Corporation's Board of Directors or as otherwise designated by the Superintendent of schools, the City Manager, and the FCCAC President; and three (3) alternates similarly designated. The Cable Television Coordinator (the coordinator) shall be an ex-officio non-voting member. The Assistant Coordinator may be designated to substitute for the Coordinator.

B. Meetings.

1. The Committee will meet at least quarterly or as needed based on a yearly schedule determined by January 1st of the year; or at the request of any party to this agreement, provided 10 days notice in writing is given to the other parties. A summary of action items of each meeting will be prepared by the Cable Coordinator.
2. Attendance by a representative of each party shall be required before the Committee can change or establish policy.
3. There must be an agreement among all three parties on changes to or the establishment of policies, rules, and procedures. In the event that a consensus can not be reached the issue will be referred to the City Council via the City Manager, the School Board via the Superintendent of Schools, and the FCCAC Board of Directors.

C. Duties. It shall be the responsibility of the Committee to:

1. Resolve issues that the cable coordinator is unable to settle.
2. Establish general policy, rules, and procedures regarding:

- a. The use of studio facilities,
 - b. Equipment,
 - b. Cablecast time allocated to each party on Channel 38,
3. Provide guidance and direction to the Cable Coordinator.
 4. Make decisions regarding employment and supervision of salaried employees.
 5. Review an annual report, summarizing the operations of the channel, as prepared by the Cable Coordinator for presentation to the School Board, the City Council, and the Access Corporation. The review will take place at the Steering Committee's September meeting prior to the Falls Church Cable Access Corporation's annual meeting in October.
 6. Review and make recommendations on the annual operating budget of the Channel to the City Manager, the President of the Access Corporation, and the Superintendent of Schools for funding prior to submission of the budget to the Superintendent.

IV. Cable Coordinator. It shall be the responsibility of the Cable Coordinator to:

- A. Manage operation of public, educational, and government access television services for the City of Falls Church.
- B. Supervise station staff and volunteers.
- C. Coordinate use of video production equipment, and facilities, for public, educational, and government access productions.
- D. Produce programming for city government and city schools.
- E. Serve as non-voting ex-officio member of the Steering committee.
- F. Serve as staff representative to the FCCAC Board of

Directors.

- G. Prepare and present station budget to Steering Committee.
- H. Manage approved annual budget.
- I. Prepare and present annual report.
- J. Maintain Community TV Bulletin Board.
- K. Coordinate playback scheduling of public, educational, and government access programming.
- L. Prepare and distribute playback programming schedule.
- M. Coordinate instruction of public access video production workshops and certification of volunteers.

V. Facilities. The Daniel M. Arons Memorial Studio, control room, editing suites, playback room, and the cable television offices are now located at the George Mason Middle/High School. Other production facilities are located at City Hall. These shall be collectively referred to as the "facilities".

A. Provision of Facilities. The studio and offices of the station will be provided by the School Board. Production facilities at City Hall will be provided by City Council. Facility space is provided at no cost.

B. Supervision. The use of the Studio will be scheduled and staffed by the Cable Coordinator.

C. Hours. Access to the Studio will be available when the school is otherwise open. The availability of the Studio itself will be decided by the Cable Coordinator. It is expected to be open for use only when the Cable Coordinator or a station representative hired or approved by the Cable Coordinator is present to supervise.

D. Parking. Persons using the Studio will be permitted to park in the areas at the school designated for public parking.

E. Use. The production facilities and cablecast scheduling

shall be shared as equally as possible by the parties. Each party shall adhere to policies established by the Steering Committee.

F. Facility Maintenance and Responsibility. The maintenance of the facilities located in George Mason High/Middle School shall be the responsibility of the School Board, which shall also provide the facility's liability insurance. Maintenance of the facilities located in city hall shall be the responsibility of City Council, which shall also provide the Facility's liability insurance. Care, maintenance, and use of the equipment shall be the responsibility of the equipment owner (inventory list is attached). Any claims resulting from the use of equipment, loss or theft, shall be the responsibility of the owner of the equipment.

G. Budget.

1. Procedure

a. The Cable Coordinator will receive general budget guidance from the Steering Committee during the preparation phase of the budget.

b. The Cable Coordinator will prepare a budget and submit for review by the Steering Committee.

c. After review, the Cable Coordinator will submit a budget for inclusion in the School Board Community Services Budget.

2. School Board Community Services Budget

a. Personnel. All costs associated with the cable television staff shall be budgeted through a fund in the School Board Community Services Budget. The City's general fund receives franchise fees of five (5) percent of gross revenues from Cox Cable, for City subscribers pursuant to the franchise agreement. The City, Schools, and Access Corporation each receive 1% of gross revenues less franchise fee for cable television related services.

b. Office equipment, supplies, maintenance of equipment, and furniture shall be budgeted through the Community Services budget.

c. Production costs for materials, equipment, or additional staff shall be budgeted by the respective parties as needed.

3. Falls Church Cable Access Corporation

a. A portion of the video equipment is provided by the Access Corporation, which will endeavor to secure additional video production equipment and provide maintenance and repair of video equipment owned by the Access Corporation.

b. The production van is owned and insured by the Access Corporation. Operating and maintenance costs and insurance shall be budgeted by the Access Corporation.

4. Other Funding Sources

a. Any City/School funding above and beyond the annual operating budget will be appropriated within the Channel 38 cost center according to City/School accounting procedures.

VII. EQUIPMENT AND OTHER PERSONAL PROPERTY. All equipment and other personal property for use by all of the parties shall be listed in an inventory. The respective owners of the property shall remain the owners and each is responsible for maintaining adequate insurance for loss by theft, casualty or other means and for any claim resulting from the use of the property. The Cable Coordinator shall supervise the use of equipment.

VII. FEES. The parties to the agreement may impose charges for tape duplication and part-time technical wage reimbursement and other production costs beyond budgeted resources.

VII. PERSONNEL.

A. Procedures and Policies. Channel 38 personnel will be subject to the employment policies of the Falls Church City School

Board. All positions shall be filled using the procedures of the School Board for their employees. Falls Church City Public Schools are an equal opportunity employer and do not discriminate on the basis of race, color, religion, gender, age, marital status, national origin, or disability. Channel 38 staff are employees of the Falls Church City Schools. Funding for Channel 38 salary/benefits is through the School's Community Services Fund.

B. Nature of Work. The staff will perform work in the production, programming and coordination of cable television broadcasts for the City, the School system, and the Public Access Corporation in as equal proportions as possible. Work involves writing, taping, producing and editing City and School programs, teaching public access video workshops, facilitating public access productions, and updating the Community TV Bulletin Board to be aired on Channel 38. Assignments are provided to the Cable Coordinator by the City Manager, Superintendent of Schools, the Falls Church Cable Access Corporation President and members of the Steering Committee. The staff will work with and train city and school employees. The Cable Coordinator will supervise and evaluate station staff and volunteers. The Access Corporation will provide classes for residents and civic organizations for which a fee may be charged.

VIII. TERMS OF AGREEMENT. This agreement shall be effective for a period of five years or until a replacement agreement is signed. It may be terminated by the mutual consent of all the parties and any party may withdraw, provided a one-year written notice to the other parties is given.

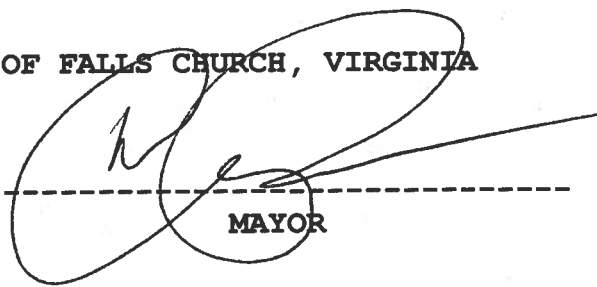
Since the cooperation of all three entities is essential to the existence of the station, one-year notice to the other partners will be required to terminate the obligations of any party. This should allow the remaining parties a reasonable time to search for other sources of funding, equipment, or studio space and reduce the likelihood that the withdrawal of one party would effectively terminate the Channel's services.

Any expenditure of funds by the City or Schools is subject to annual appropriation.

CITY OF FALLS CHURCH, VIRGINIA

1/24/00

DATE

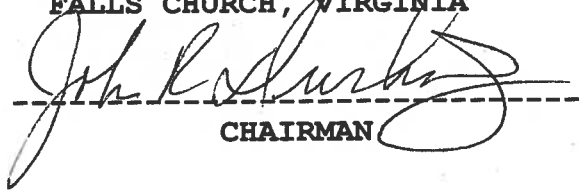


MAYOR

SCHOOL BOARD OF THE CITY OF
FALLS CHURCH, VIRGINIA

1/24/2000

DATE

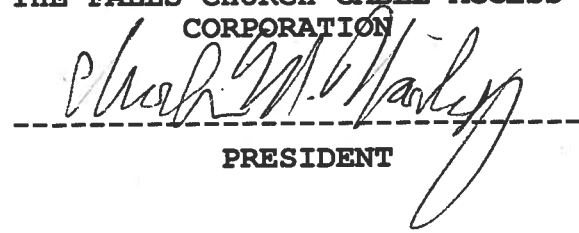


CHAIRMAN

THE FALLS CHURCH CABLE ACCESS
CORPORATION

1/24/2000

DATE



PRESIDENT

This Agreement For Public, Educational, and Government Access ("PEG") Cable Television For The City of Falls Church expires five years from the date signed above.