

THIS AGREEMENT, is made by and between the CITY AND COUNTY OF DENVER, a municipal corporation organized pursuant to the Constitution of the State of Colorado (hereinafter referred to as the “City”) and THE OPEN MEDIA FOUNDATION, a Colorado non-profit corporation, with offices located at 700 Kalamath St, Denver, Colorado 80204 (hereinafter referred to as the “Contractor”).

WITNESSETH,

WHEREAS, the City has granted a cable television Franchise currently held by Mile Hi Cable Partners, LP, which includes requirements for the provision of public access programming; and

WHEREAS, the City has decided at its discretion to contract for management of public access with an independent contractor to serve as the City’s Designated Public Access Provider within the meaning of the Franchises; and

WHEREAS, the City issued a Request For Proposals dated September 13, 2005, for the management of all associated activities, facilities, and equipment to provide for the production of programs to be cable cast over Public Access channels on the cable system of franchise holders, and Open Media Foundation was determined to be the most qualified proposed for the provision of those services; and

WHEREAS, the City has maintained a contract with Open Media Foundation since 2005 to provide for the production of programs to be cablecast over Public Access channels on the cable system within the City; and

WHEREAS, finding the Contractor to be the best provider of the public access services and because the previous contract could not exceed the term of the previous cable franchise agreement, the City has determined to create this new agreement with Open Media Foundation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the two parties hereto agree as follows:

1.0 DEFINITIONS:

As used throughout, the following definitions shall apply:

1. “Additional income” shall mean any income received by the Contractor from the City to be used for operational purposes, pursuant to Section 7.
2. “Agreement” or “Management Agreement” shall mean this Management Agreement.
3. “Annual Work Plan” shall mean the Contractor’s specific plans for the succeeding calendar year in Public Access and Community Media Activities.

4. "Annual Year-End Report" shall mean the Contractor's report about its activities during the previous year, pertaining to the use of channels, programming, facilities, and equipment provided through this Agreement.
5. "Auditor" shall mean the Independent Auditor of the City or his official representative.
6. "Cable Operator" shall mean any company providing wireline video services to customers in the City and County of Denver boundaries which use the public rights-of-way for delivery and meet the definition of a cable company under the federal Cable Act of 1984, Title III, as amended by the Telecommunications Act of 1996, Title III.
7. "City" shall mean the City and County of Denver. Whenever in this Agreement any approval or authorization is required to be given by the "City" the term shall mean the Director of Denver Media Services, except as otherwise provided.
8. "Comcast Franchise" shall mean the Franchise approved by the City pursuant to Ordinance No. 617, Series of 1999 (Clerk Filing No. 1999-0576), the subsequent transfer of which to AT&T Comcast Corporation was approved by Ordinance No. 577, Series 2002. Comcast Franchise Contract number TECH-201313095-00
9. "Community Media Center (CMC)" shall mean the location(s) operated by the Contractor for the provision of integrated computer, media, and Public Access Services.
10. "Contract" shall mean any documentary evidence of a binding contract between the City and Contractor related to the services provided by Contractor hereunder, including, without limitation, this Agreement.
11. "Contractor" shall mean The Open Media Foundation (OMF), a Colorado nonprofit corporation.
12. "Contractor Intellectual Property" shall mean any and all Intellectual Property Rights (as defined below) of Contractor, whether developed prior to or during the term of this Agreement, whether or not developed or created by Contractor in connection with performance of this Agreement.
13. "Contractor's Proposal" shall mean the proposal submitted in 2005 to the City by the contractor in response to the RFP.
14. "Correspondence" means any letters, emails or other correspondence between the City and Contractor concerning any Contract, either party's performance in connection with any Contract or any Proposal.
15. "Council" shall mean the City Council of the City.
16. "Designated Access Provider" shall have the same meaning as is provided in the Comcast Franchise or any similar provision of any other Franchise.
17. "Director" shall mean the Director of Denver Media Services, or his designee, a division of the Department of Technology Services of the City of Denver.
18. "Franchise" shall mean the Comcast Franchise and any other cable television franchise granted by the City.
19. "Intellectual Property Rights" means any and all intangible rights existing from time-to-time under the applicable laws of any jurisdiction, including patent law, copyright law,

trade secret law, database rights law, unfair competition law, trademark law, or other similar laws or principles.

20. "Proposal" means any inquiry, proposal, request for proposal, response to any request for proposal, term sheet, letter of intent or other document submitted by either party for the purpose of soliciting or responding to any bid for services to be provided to the City by Contractor related to the services addressed by this Agreement, including, without limitation, the RFP and Contractor's Proposal.
21. "Public Access Channel" shall mean a portion of the Cable Company's bandwidth allocated for the provision of public access programming, as specified in Section 9.1 of the Comcast Franchise and any similar provision of any other Franchise granted by the City.
22. "Public Access Equipment" shall mean equipment purchased from capital cost funds as provided in section 9.6 of the Comcast Franchise or any similar provision of any other Franchise or from any other City funds and used in public access programming and services, and all of the equipment purchased under past franchises for use in connection with Public Access Programming and Services. A complete inventory of such Public Access Equipment as of the date of this Agreement is attached hereto as Exhibit D.
23. "Public Access Programming" shall mean programming produced for cablecasting on the public access channels as provided in any Franchise granted in the City.
24. "Public Access Services" shall mean all services reasonably necessary to provide for the production of Public Access Programming and related activities including, but not limited to, the following:
  - a. Outreach to and recruitment of community organizations and individuals;
  - b. Training and certification of individuals and community organizations in the production of Public Access Programming and/or other media education services;
  - c. Training and certification of individuals, groups, and the general community for education, schooling, and computerized editing of public access programming, and other uses of the Community Media Center facilities;
  - d. Preventive and corrective maintenance of facilities and equipment provided for use by community producers and CMC users;
  - e. Check-out and check-in of equipment and reservation of facilities used by community producers and CMC users;
  - f. Scheduling of programs produced by community producers;
  - g. Promotion of the concept of the Community Media Center, Public Access Programming, and the other services offered at CMCs;
  - h. Methods by which the involvement of the community can be maximized;
  - i. Promotion of the programming on the various access channels
  - j. Coordination of effort with other organizations to expand Community Media Center(s)' reach into Denver neighborhoods as explained in Exhibit A;
  - k. Development and implementation of an income or fundraising plan;

- l. Assistance to certified community producers in the production of Public Access Programming; and
  - m. Any other service offered by the Contractor as described in Exhibit A.
25. "Reports" means, individually and collectively, the Annual Work Plan, Annual Year-End Report, and any other performance, status or other reports that Contractor must provide to the City as expressly required by this Agreement.
26. "Residents" shall mean individuals, organizations, or corporations residing and/or based within the boundaries of the City & County of Denver.
27. "RFP" shall mean the Request for Proposals, issued by the City, September 13, 2005.

## 2.0 SCOPE OF WORK.

A. The City hereby retains Contractor as the City's exclusive Designated Access Provider for Public Access Channels provided under every Franchise granted by the City.

B. The Contractor shall manage Public Access Programming, Public Access Services, and Community Media Center operations on the available Public Access Channels in the City, in accordance with the terms and conditions of this Agreement, the applicable provisions of the Contractor's Proposal attached as Exhibit A, Performance Measures as attached in Exhibit B, the conditions and requirements of the Franchise and the rules hereafter proposed by Contract and approved by the City as contemplated by Section 2.4 of this Agreement. In addition, Contractor shall be required to submit a proposed Annual Work Plan for review and approval by the City, and Contractor shall be bound by the approved Annual Work Plan, subject to any subsequent revisions and adjustments that may be requested by Contractor and approved by the Director. In the event any conflict should arise between or among any of these documents, this Agreement and the Franchise shall govern.

C. The parties mutually understand and agree that, on the effective date of this Agreement, three (3) Public Access Channels are available to the City under section 9.1 of the Comcast Franchise. The City may increase or decrease the number of Public Access Channels during the term of this Agreement in accordance with the procedures set forth in the Comcast Franchise. The City shall consult in good faith with the Contractor prior to making any change to the number of Public Access Channels; however, any decision to increase or decrease the number of Public Access Channels subject to management and operation by the Contractor pursuant to this Agreement shall be made at the sole discretion of the City. If such changes are not deemed acceptable to the Contractor, the Contractor may terminate this Agreement upon 90 days notice to the City and thereafter shall not be required to provide services and shall not have any further obligations under this Agreement except as provided in Section 4.5 below.

## 2.1 PROGRAMMING.

A. Contractor shall provide Public Access Equipment and channel time to certified Resident producers and non-Resident users on a content-neutral, non-discriminatory basis, in accordance with the rules and regulations developed by Contractor and approved by the Director as provided in Section 2.3 and Section 2.5 below. Contractor shall, in general, provide such equipment and channel time on a first-come, first-served basis for Residents and an as-available basis for non-Residents. It is understood that such considerations as channel organization, attractive scheduling, providing a context for controversial programming, special needs, group oriented workshops, and community outreach needs may result in exceptions to first-come, first-served rules, as determined by the Contractor.

B. Contractor shall require each access producer to sign an agreement holding the City harmless from liability for program content, and a written warranty that the programming submitted by such producer shall not contain:

1. Any material violating any state or federal law relating to obscenity;
  2. Any material that is libelous, slanderous, or otherwise defamatory, or constitutes an unlawful invasion of privacy;
  3. Any advertising or material which promotes any commercial product or service; provided; however, programming may include acknowledgements of sponsors or underwriters who have provided funds for the production in question or for other Public Access Programs or Public Access Services provided by the Contractor under this Agreement;
  4. Any use of material which violates statutory or common law copyrights;
- or
5. Any material contrary to local, state or federal laws, regulations, or procedures and policy.

C. If Contractor determines that any programming submitted for broadcasting by any access producer violates the provisions of subsection (B), Contractor shall refrain from broadcasting or re-broadcasting of the programming, in addition to imposing any other sanction against the producer as provided in the Community Media Center rules and regulations adopted pursuant to section 2.3 (B) and 2.5 of this Agreement.

## 2.2 PUBLIC ACCESS EQUIPMENT.

A. The City shall provide and make approved Public Access Equipment available to the Contractor during the term of this Agreement at the City's sole cost and expense, including equipment necessary for the production, broadcast, and training services as outlined in section 2.0. The Contractor shall maintain the Public Access Equipment, per Section 2.2(D) below, provided that the Contractor shall have no obligation to incur any reasonable un-reimbursed capital cost or expense in connection with maintaining the Public Access Equipment. It is understood that the City shall bear the financial burden of the capital maintenance of the Public Access Equipment during the term of this Agreement through a yearly amount mutually agreed upon for preventive maintenance and actual costs for repair and restorative maintenance. All Public Access Equipment shall be owned by the City, held in trust by the Contractor for Public

Access Services, and, except as provided below, shall be delivered to the City upon termination or expiration of this Agreement. For 90 days following the termination of this Agreement by expiration of its terms or otherwise, Contractor shall have right to purchase the Public Access Equipment for an amount in cash equal to the book value , as determined by the City’s Department of Finance, of the Public Access Equipment on the termination date of this Agreement.

B. The attached Identified Capital Equipment Needs List (Exhibit C) was prepared by the City and OMF to identify all capital and construction needs through the year 2023. OMF shall submit yearly equipment request lists to the Director of Denver Media Services (“Director”) for review no later than November of each year. The lists shall include requested equipment, manufacturer, unit cost, quantity, purpose, total cost, and available model number. Approval of the requested equipment shall be in the sole discretion of the Director and approve of all or part of the request, shall be dependent, in part, on the amount of PEG Fee revenue and equipment demands each year. Upon approval from the Director, the City shall disburse to OMF up to \$4,130,865.00 over the next five years based upon actual receipts from cable franchises and equipment needs and priorities. Of this amount, up to \$1,924,000.00 is identified as OMF facility purchase, construction, or improvement costs, up to \$2,024,920.00 in regular equipment purchases, and up to \$181,945.00 in “past approved” equipment. Payment by the City to OMF shall be on a schedule agreed upon by both parties. The approved “up to” amount of \$4,130,865.00 does not include any emergency equipment repair or replacement costs, which will be identified on an as-needed basis.

C. Attached to this Agreement as Exhibit D is a complete inventory of Public Access Equipment as of the date of this Agreement. Contractor shall be required to furnish an annual report to the City showing any additions, substitutions, or other changes in the listing of Public Access Equipment in Exhibit D to this Agreement.

D. Contractor shall notify the Director when Public Access Equipment exceeds its useful life expectancy or becomes obsolete, and may request that particular Public Access Equipment be surplus. The Director shall not unreasonably deny the request.

E. Contractor shall maintain all of the Public Access Equipment in good working order, and shall, when necessary to comply with this obligation, coordinate the repair or replacement of such equipment, to the extent that insurance proceeds or capital funds have been made available to the Contractor. Any such repairs or replacements shall be reflected in the annual equipment report submitted by the Contractor to the City.

F. The Contractor shall, as part of the written rules required by Section 2.5 of this Agreement, limit use of Public Access Equipment to those users who have received appropriate training and certification by the Contractor in the care and use of such equipment. Contractor shall also, as part of said written rules, establish and follow a check-in and check-out procedure for the use of Public Access Equipment.

G. Unless and until notified by the City that Public Access Equipment is included within the City's own insurance policies, the Contractor shall fully insure all Public Access Equipment for its full replacement value against any loss whatsoever, in accordance with Section 14.0 of this Agreement relating to insurance.

H. To the extent that Public Access Equipment is not currently needed or in use for the purpose of producing or broadcasting Public Access Programming under this Agreement, Contractor may utilize or make available the Public Access Equipment for a fee to other users in order to generate revenues in support of the Public Access Programming and the Public Access Services provided under this Agreement. Contractor shall fully report and account for any revenues derived from any such use of the Public Access Equipment in the periodic performance reports and annual year-end report required pursuant to Section 2.0 of this Agreement.

### 2.3 COMMUNITY MEDIA CENTER OPERATIONS

A. The Contractor shall manage and operate a Community Media Center, as defined in Section 1.0 of this Agreement, a location within City & County of Denver boundaries. In recognition that Contractor has been operating the Public Access TV facility since 2005, Contractor will maintain Public Access services, and will notify the City if any material changes are made to the annual work plans submitted in accordance with section 15.1 of this agreement.

B. Contractor shall maintain and publish a set of rules and regulations for usage of the Community Media Center(s). Such rules and regulations shall be approved by the Director as specified in Section 2.5 of this agreement.

### 2.4 TRANSMISSION FROM COMMUNITY MEDIA CENTER FACILITIES

A. In accordance with Section 9.12 of the Comcast Franchise, the City will secure a reverse transmission path to the Community Media Center location as designated by the Contractor. To the extent Comcast or another Cable Operator charges any cost for establishment of the reverse transmission path, the cost shall be borne by the City.

B. Contractor shall conduct signal tests, as needed, between the Contractor's Master Control room and the Cable Operator headend to ensure transmission signal quality complies with FCC and Franchise standards. Results of signal tests will be reported in written or e-mail form to the Director as part of the next scheduled performance report.

C. Contractor shall be required to promptly take such corrective measures as are reasonably necessary to restore acceptable signal quality and to prevent any recurrence in signal degradation, as far as possible. Continued failure to correct deficiencies identified through the signal test process shall be a material violation of this Agreement.

D. The City shall reimburse Contractor upon Contractor's request for any capital costs and expenses incurred by Contractor in correcting signal performance deficiencies as contemplated by subsections (B) and (C) above.

### 2.5 COMMUNITY MEDIA CENTER RULES AND REGULATIONS

Contractor shall maintain and publish a set of rules and regulations for usage of the Community Media Center, per Section 2.3, and is entitled to modify such rules and regulations. Any material modifications of rules and regulations that would impact the Workplan, as defined in Section 15.1 of this agreement, or the Scope of Work, as defined in Section 2.0 of this agreement previously approved by Director, must be submitted to and approved by the Director. The Director shall respond in writing to the Contractor within thirty (30) days of receipt of every request for approval from the Contractor, by: (1) granting approval, (2) proposing additional modifications, (3) denying approval, or (4) indicating for good cause shown such reasonable additional period of time required by the Director for the Director's review.

The Director may also propose modifications to such rules and regulations, which shall be adopted only upon the approval of both parties to this Agreement.

## 2.6 GRIEVANCE PROCEDURE.

The rules and regulations proposed by the Contractor pursuant to Section 2.5 of this Agreement shall include a grievance procedure to resolve grievances of public access users concerning the use of Public Access Equipment, Community Media Center, and public access channels.

## 2.7 MULTIPLE CABLE OPERATORS

Contractor agrees to provide Public Access Programming to all competing Cable Operators which have a Franchise under the same provisions of this management agreement, provided that Contractor shall not be required to provide Public Access Programming to any such competing cable company on terms different from those set forth in this Agreement and the rules and regulations to be established under Section 2.3 and Section 2.5 above. The Contractor will also create separate reports for the City in the following areas:

- A. Hours of programming and facilities usage, if different from the amount on the Comcast Cable system.
- B. The Annual Report will list by individual Cable Operator the information required under Section 2.1 of this Management Agreement, if different from the Comcast Cable system programming.
- C. Other areas to be reasonably determined by the Director.

## 3.0 TERM OF AGREEMENT.

- A. This Agreement shall be in effect commencing on December 1, 2013, and shall extend until December 19, 2018;
- B. The City may, at its sole discretion, extend the contract for two three-year terms upon the written request of the Contractor and approval from the Director on behalf of the City;
- C. Upon expiration of the initial term or last period of extension of this Agreement, Contractor agrees to operate under the terms and conditions of this Agreement for such period of time as is reasonably necessary, but in any event not more than 180 days, for the City to make



arrangements for provision of Public Access Programming and Public Access Services, and Community Media Center operations by another person or entity.

#### 4.0 TERMINATION, AND PROCEDURE UPON TERMINATION OR EXPIRATION.

##### 4.1 TERMINATION FOR CAUSE

A. The City, by and through the Director, may terminate this Agreement for cause for any of the following reasons:

1. Contractor's material violation of covenants, agreements or guarantees of the RFP, the Contractor's Proposal, this Agreement or the Franchise;
2. Finding by the City that the Contractor:
  - (a) is in such unsatisfactory financial condition as to endanger performance of this Agreement, or
  - (b) is delinquent in payment of taxes or of costs of performance of this Agreement in the ordinary course of business;
3. Appointment of a trustee, receiver or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, rearrangement of, or liquidation proceedings by or against the Contractor;
4. Contractor's inability to conform to changes required by federal, state and local laws or regulations as provided elsewhere in this Agreement;
5. The commission of an act of bankruptcy;
6. Contractor's material violation of any law or regulation, or agreement to which Contractor is bound or shall be bound under the terms of this Agreement;
7. Contractor's inability to obtain the City's approval of the Annual Work Plan required by Section 16.; or
8. Contractor's offering or giving of gratuities in violation of Section 11.0 of this Agreement.

B. Procedure for Termination For Cause.

The City, by and through the Director, may terminate this Agreement for cause immediately by service of a Notice of Termination as provided in Section 4.5 of this Agreement.

C. Termination by Contractor for Specified Causes.

The Contractor may terminate this Agreement upon the dissolution of the Contractor organization not occasioned by a breach of this Agreement.

##### 4.2 TERMINATION FOR CONVENIENCE-CITY.

The City may terminate this Agreement for convenience at any time by the enactment of an ordinance or resolution terminating this Agreement for convenience, and by service of a Notice of Termination on Contractor. The termination shall be effective ninety (90) days following the enactment of the ordinance or resolution.

#### 4.3 TERMINATION FOR CONVENIENCE-CONTRACTOR.

The Contractor may, at any time, terminate this Agreement for convenience by giving at least one hundred eighty (180) calendar days notice in writing to the City, provided that the Contractor is not then in arrears on any obligation incurred in the performance of this Agreement.

#### 4.4 PROCEDURE UPON TERMINATION OR EXPIRATION.

After receipt of a Notice of Termination or upon the expiration of this Agreement and except as otherwise directed by the City, the Contractor shall:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination or the date of expiration of this Agreement;
- B. If the Contractor does not exercise its purchase right under Section 2.2.A above, transfer title to the City (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the City any Public Access Equipment in accordance with Section 2.2 of this Agreement;
- C. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination or the expiration of the Agreement; and
- D. Take such action as may be reasonably necessary or as the City may reasonably direct, for the protection and preservation of (1) the property related to the Agreement which is in the possession of the Contractor and in which the City has or may acquire an interest, and (2) the property of the City, both real and personal, which the contractor possesses, uses, or occupies under the terms of this Agreement or any related agreement.

#### 4.5 EFFECT OF SUSPENSION OR TERMINATION.

Notwithstanding any exercise by the City of its right of suspension or termination, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Contractor.

#### 5.0 STATUS OF CONTRACTOR.

It is understood and agreed that the status of the Contractor shall be that of an independent contractor and of a corporation retained on a contractual basis to perform Public Access Services for the City, and it is not intended, nor shall it be construed, that the Contractor or any officers or employees of the Contractor are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

#### 6.0 FEES AND PAYMENTS.

Any fees permitted to be charged, and all payments to the Contractor for the management of Public Access Programming, production services, and Public Access Services shall be based on the yearly approved equipment list and the Annual Work Plan approval process.

Invoices shall be submitted to the City on a quarterly basis based on the approved equipment list for the upcoming quarter. Payment will be 30 days net unless otherwise noted by Contractor with approved reasoning for the expedited payment request. Contractor shall utilize its internal processes to procure approved equipment. The City shall also conduct a quarterly review with Contractor to confirm status of approved equipment purchases, as detailed in Section 17.F, of this agreement. At the discretion of the Director, this payment schedule may be shifted to an annual basis.

#### 6.1 PUBLIC ACCESS MEMBERSHIP DISCOUNTS FOR CITY AGENCIES

Contractor agrees that any City Agency will be eligible for a 50% discount on memberships, which includes discounts on classes and free or discounted equipment access.

#### 7.0 ADDITIONAL INCOME.

A. The parties mutually understand that, with the exception of the cost of purchasing and maintaining Public Access Equipment that may be paid by the City from time to time, all costs and expenses for the provisions of services under this Agreement shall be borne by the Contractor. The City may, at its sole discretion and subject to appropriation by the City, make Additional Income available to the Contractor in support of Public Access Programming and Public Access Services.

B. If any Additional Income is received from the City, Contractor shall report disposition of such funds in Annual Year-End Report.

C. Records of the receipt and disposition of Additional Income must be maintained by the Contractor and reported to the City in the format prescribed by the City, and shall be subject to audit by the Auditor.

D. The Contractor shall include in all of its subcontracts which involve other income-producing services or activities the following statement:

“No subcontractor of The Open Media Foundation shall be permitted to impose any charge or receive any income for services provided under this subcontract without the express prior written approval of OMF, in accordance with the Management Agreement between OMF and the City and County of Denver.”

#### 8.0 FORCE MAJEURE

If any party to this Agreement is rendered unable, wholly or in part, by an event of force majeure or any other cause not reasonably within its control, to perform or comply with any obligation or condition of this Agreement, such party shall, upon giving notice and reasonably full particulars to the other parties, be relieved of such obligation or condition during the continuance of such inability. The term “force majeure” shall include acts of God and the public enemy, the elements, fire, accidents, breakdowns, strikes and any other industrial, civil or public disturbance, inability to obtain materials, supplies, permits or labor, and any laws, orders, rules,

regulations, acts or restraints of any government or governmental body or authority, civil or military.

**9.0 CONFLICT OF INTEREST.**

The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for the services of any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter § 1.2.9.

**10.0 DEFENSE AND INDEMNIFICATION:**

**A.** Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its sub-contractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

**B.** Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

**C.** Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

**E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

#### 11.0 CLAIMS.

In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor relating to this Agreement, the Contractor shall give written notice thereof to the City of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding, and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by certified mail to the address of the City specified in the Notice provision of this Agreement.

#### 12.0 LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS.

The Contractor shall comply with all laws, regulations, procedures and policies of the Federal, State and local governments.

#### 13.0 LEGAL AUTHORITY.

A. The Contractor represents and warrants that it has the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement, and that the person or persons signing and executing this Agreement on behalf of the Contractor have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

B. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement.

#### 14.0 TAXES, LIENS, AND LICENSES.

The Contractor shall pay promptly all taxes, excise and license fees of whatever nature, applicable to this Agreement except those arising from or related to the purchase and maintenance of the Public Access Equipment, and take out and keep current all licenses (municipal, state or federal) required for the conduct of the business, and further shall not permit any of said taxes, excise or license fees to become delinquent. The Contractor also shall not permit any mechanic's or materialman's lien or any other lien to be imposed upon the property of the City or any part or parcel thereof by reason of any work or labor performed or materials furnished by any person, co-partnership, association of persons, company, or corporation, to or for the Contractor, either pursuant to C.R.S. § 38-26-107, as amended, or by other authority. The Contractor shall furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of the Social Security, Unemployment Compensation and all taxes and fees above referred to and showing that all required licenses are in good standing. The Contractor shall pay promptly when due, all bills, debts and obligations incurred in connection

with its management of Public Access Programming, and Public Access Services, and Community Media Center services except those arising from or related to the Public Access Equipment to be borne by the City pursuant to the terms of this Agreement, and shall not permit same to become delinquent and shall suffer no lien, mortgage, judgment, execution or adjudication in bankruptcy which will in any way impair the rights of the City.

#### 15.0 PLANS, REPORTS AND INFORMATION.

At such times and in such form as the City may reasonably require, the Contractor shall furnish such statements, records, reports, data and information, as the City may reasonably request and deem pertinent to matters covered by this Agreement.

#### 15.1 ANNUAL WORK PLAN.

The Contractor shall submit an Annual Work Plan to the Director for the approval of the City. Such submission may be modified by negotiation between the City and the Contractor. Each Annual Work Plan shall be submitted no later than November 1st for the subsequent year's Annual Work Plan. The Annual Work Plan shall include, but not necessarily be limited to, the following information:

A. The anticipated number of hours of locally produced, first-run programming to be provided on the Public Access channels (excluding replays);

B. A Statement of Programming Goals, which shall contain a description of the programming to be provided on the Public Access channels and at the Community Media Center(s), along with a narrative description of how the Contractor plans to achieve the goals;

- Training classes to be offered and the frequency of such classes;
- Planned outreach and promotional activities;
- Measurable goals and objectives;
- An income or fundraising development and implementation plan; and
- Other activities planned by the Contractor.

#### 15.2 PERFORMANCE REPORTS.

Regular performance reports shall be submitted to the City by the Contractor no later than fifteen (15) working days after the end of each required reporting period. The required reporting period shall be quarterly unless the Contractor is otherwise notified in writing by the Director. The Contractor agrees to gather information and data relative to all programmatic and specified financial reporting as of the effective date of this Agreement, including the number of training classes and people trained, the number of people certified, and the number of programming hours (including hours of first run, original programming, first run non-original programming, hours of character Generator, and hours of non-local programming). The final performance report of each year should include a summary of data for the entire year, in addition to the data for the required reporting period. The reporting format shall be in a form agreeable to both parties.

### 15.3 BOARD OF DIRECTORS CHANGES.

Contractor shall notify the Director in writing (electronic email is acceptable) within ten (10) business days of any resignations, reappointments, or initial appointments to the Board of Directors. When a change of the Board members affects signatory responsibilities, the notification letter shall include wording that the new signatories have authority to sign payments, reports, and other documents.

### 15.4 ANNUAL YEAR-END REPORT.

Contractor shall submit to the City within six (6) months of the end of the previous year Annual Year-End Report listing information related to training classes, program production hours, planned outreach goals, financial information, and other measures from the approved Annual Work Plan. The most current Year-End Report is attached as Exhibit E.

### 16.0 MONITORING AND EVALUATION.

A. The City shall perform on-site monitoring of Contractor's performance under this Agreement.

B. The Contractor agrees that the City may carry out monitoring and evaluation activities to ensure adherence by the Contractor to the Annual Work Plan as well as other provisions of the Agreement.

C. The Contractor agrees to reasonably cooperate with the City in the development, implementation and maintenance of record keeping systems and to provide data reasonably determined by the City to be necessary for the City to effectively fulfill its monitoring and evaluation responsibilities.

D. The Contractor agrees to cooperate in such a way so as not to obstruct or delay the City in such monitoring and to designate one of its staff members to coordinate the monitoring process as requested by City staff.

E. After each monitoring visit, the City shall provide the Contractor with a written report of monitoring findings within thirty (30) days.

F. On a quarterly basis the City shall conduct an evaluation and audit of equipment monies received by the contractor. Such evaluation will include equipment procured in the previous quarter. The Contractor will provide invoices, packing slips, and other documentation proving the approved equipment was purchased, installed, and placed on its inventory list. The City will then utilize that documentation to add the equipment to the City equipment inventory list, where appropriate. Any funds spent without adherence to the pre-approved budget will be deducted from the subsequent quarterly equipment payment.

### 17.0 ASSIGNMENT-DELEGATION.

This agreement shall be binding upon the parties, their successors, and assigns, provided, however, that the Contractor shall not assign its obligations hereunder without the prior written consent of the City.

#### 18.0 NOTICES.

All notices, reports, or requests required or permitted to be given, delivered, or served hereunder shall be in writing and shall be hand-delivered or sent by certified first class mail, postage pre-paid, return receipt requested, addressed to the party intended at its address set forth below or to such other addresses as it may designate by notice given to the other party in the manner aforesaid. If mailed, all notices that comply with the terms of this paragraph shall be deemed effectively given as of the date of mailing.

Director of Denver Media Services  
City and County of Denver  
1437 Bannock St. Room 002  
Mailbox #P3  
Denver, Colorado 80202

Open Media Foundation  
700 Kalamath St.  
Denver, CO 80204

#### 19.0 CHOICE OF LAW AND VENUE.

Any causes of action arising under this Agreement shall be controlled by the laws of the State of Colorado and the Charter and Ordinances of the City and County of Denver, which are hereby incorporated as if fully set out herein, by this reference, and venue shall be in the District Court of the City and County of Denver.

#### 20.0 NO IMPLIED WAIVER.

No failure by any party to insist upon strict performance of any term or obligation set forth in this Agreement, or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default hereunder, shall constitute a waiver of any such term, obligation, right or remedy, or a waiver of any such default, by another party entitled to rely upon such term or performance of such obligation, to assert such right or remedy, or to act upon such default.

#### 21.0 NO DISCRIMINATION IN EMPLOYMENT.

In connection with the performance of work under this Agreement, the Contractor agrees that it will not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion,



national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

#### 22.0 MODIFICATION OR CHANGE.

This Agreement is the entire understanding between the parties and no modifications or changes shall be effective unless in writing and executed by both parties. Any changes in the Agreement shall be upon a basis mutually agreeable to the parties at the time such modifications or changes are made and evidenced by a written amendatory agreement executed in the same manner as this Agreement.

#### 23.0 NEPOTISM.

Contractor shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by Contractor or is a member of Contractor's Board of Directors. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, niece, cousin, step-parent, stepchild, half-brother, and half-sister.

#### 24.0 POLITICAL ACTIVITY.

The Public Access Channels, the Public Access Equipment, or any Additional Income received by the Contractor pursuant to section 9.0 of this Agreement shall not be used in violation of any state or local law prohibiting direct or in-kind contributions to political campaigns by the City, including by way of example C.R.S. § 1-45-117 and § 15-43, D.R.M.C.

#### 25.0 USE OF CABLE OPERATOR TRADEMARKS, TRADENAMES, SERVICE MARKS, LOGOS.

The Contractor shall not use any Cable Operator trademarks, tradenames, service marks, logos, or other form of commercial identification, without the express prior written approval of the Cable Operator; provided, however, that the Contractor may identify Public Access Programming as appearing on Public Access channels of the cable TV system.

#### 26.0 INFORMATION, REPORTS AND CONTRACTOR INTELLECTUAL PROPERTY.

As between the City and Contractor, all Contractor Intellectual Property (including, without limitation, any content, software, documentation or other works of authorship developed by or for Contractor in connection with this Agreement) shall remain the sole and exclusive property of Contractor, and, to the extent (if any) the City acquires any rights in such Contractor Intellectual Property, the City hereby irrevocably assigns to Contractor all right, title and interest in and to such Contractor Intellectual Property.

Notwithstanding the foregoing, all Reports, Proposals, Contracts and Correspondence (including any charts, schedules, or other documentation appended thereto) submitted to the City by Contractor shall become property of the City upon receipt.

27.0 NO THIRD PARTY BENEFICIARIES.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Contractor that any person other than the parties hereto receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

28.0 AGREEMENT TO BE BOUND.

Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions, including the terms and conditions of the Franchise, the RFP, the Contractor's Proposal, each approved Annual Budget and each approved Annual Work Plan.

29.0 HEADINGS FOR CONVENIENCE.

All headings and captions used hereunder are for convenience only, and are not intended to have any meaning in the interpretation or effect of this Agreement.

30.0 COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one Agreement.

31.0 INSURANCE:

**A. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal

and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit F, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury

claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**H. Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

**I. Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

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# EXHIBIT A

## APPLICABLE PROVISIONS OF THE 2005 RFP

### *Youth Outreach:*

**Partner with schools and youth programs:** OMF will continue to foster partnerships with Denver schools. OMF will explore expanded collaborations with neighboring schools like West and Emily Griffith, and youth and after-school programs such as BoldLeaders, Boys & Girls Clubs of Metro Denver, and others.

**Scholarships for reaching low-income youth:** Because many youth are not able to afford the full cost of the classes, OMF will continue to look for foundation and corporate support of scholarship programs which discount costs by 75% for the most needy students. Historically, 75% discounts or scholarships have been granted to approximately 1/3 of participants.

### *Nonprofit Outreach:*

**Nonprofit-Specific Training:** OMF will expand nonprofit media trainings, specifically targeted to the needs of the nonprofit community. Building on past workshops with CANPO and other organizations, OMF will continue to equip nonprofit organizations with the skills and tools they need to use the media to promote their work.

### *Community Voting:*

With each airing of a program on Cable and via the DenverOpenMedia.org website, viewers will be encouraged to vote/rate the quality of the show. Programs receiving higher ratings will be moved to more prime-time slots for more repeat airings. For example, if a student at Cole Middle School produces a video for the first time, and the show is relegated to a late-night air-time, the student can encourage his/her friends to log-into the Public Access TV website, vote for their show, and it will subsequently receive more repeat airings at better time-slots. Besides increasing community involvement and membership, this approach encourages producer members to conduct marketing and outreach on behalf of DOM/OMF.

### *Potentially Objectionable Content:*

**Program Contracts:** With every show submitted, producers will confirm that their video falls within the FCC's Regulation of Obscenity, Indecency and Profanity, which will be clearly stated on the submission form. The contract also ensures that producers are assuming all liability for any breach of these regulations, leaving the station and the city immune from liability.

**Child-Safe Hours:** Programs whose description indicates that they may contain objectionable content will be aired during "child-safe" hours, as designated by the FCC, from 10pm to 6am.

**Community Flagging:** In addition to community voting, OMF will enable viewers to flag programs for review for objectionable content or other reasons. OMF will form a review committee of staff and volunteers to review all flagged content and determine whether the content needs to be relegated to late-night

screening times or, under extreme circumstances where federal laws are being broken, removed from the system completely.

*Policies:*

OMF recognizes that the underlying premise of public access television is to allow citizens to use the medium to exercise their First Amendment rights to express themselves over the public airwaves and through the cable system that uses public space, utility poles, and other city resources. A potential user of DOM acknowledges that he or she takes full responsibility for the content of the programming submitted to be cablecast or web cast and agrees to permit OMF to provide an avenue for communication to viewers who wish to respond directly to content and/or views expressed in his or her program.

1. Copyright and Intellectual Property: Member Producers who use equipment purchased through city funding will not own the exclusive copyright to their work. As is policy with users of OMF's community equipment, all work created using such equipment is covered under a legally-binding Creative Commons license, which makes the content accessible with some rights reserved, including "Attribution" (the producer must always be recognized when the content is re-used), "Non-Commercial" (meaning no content can ever be used, modified, or reproduced for commercial gain), and "Share-Alike" (meaning any derivative works using this content must also be released to public domain or an identical Creative Commons license).
2. Commercial Use: Member producers using DOM equipment through their membership (as opposed to through the "Professional Rental" program) may not:
  - Advertise or promote the sales of products or services, describe or praise of a product, service or business which encourages purchase, or intentionally show business or product names, logos and other symbols specifically for advertising or promotion.
  - Promote games of chance for money or prizes, lottery information or advertisement of lotteries or raffles.
3. Decency: Member producers must sign an agreement holding OMF and the City harmless from liability for program content, and a written warranty that the program(s) submitted by such producer shall not contain:
  - Any material violating any state or federal law relating to obscenity.
  - Any material that is libellous, slanderous, or otherwise defamatory, or constitutes an unlawful invasion of privacy;
4. Legal Production Regulations: It is the responsibility of the member producer to understand the local, state, and federal laws, regulations, and procedures surrounding their personal production efforts. Before a program airs, member producers must affirm that their productions do not contain:
  - Any use of material which violates statutory or common law copyrights; or

- Any material contrary to local, state or federal laws, regulations, or procedures and policy.
5. Modification of Content: DOM will not edit or alter in any way the content of material submitted without the permission of the producer. DOM reserves the absolute right to label any program with an on air graphic as to its content, or that is content is not representative of the views of DOM, its staff or board of directors.
  6. Copyrighted Material: The community producer is responsible for obtaining all clearances from the owner for use of any copyrighted or protected material, including music licensing organizations, program distributors and any other persons necessary to authorize transmission of program material on the access channels and its website. The community producer is responsible for securing all personal appearance talent releases and ensuring that the cablecasting/web casting of the program does not violate the rights of a third party.
  7. Producer-Generated Underwriting: Community producers may seek funding for their programs from private and/or public sources ONLY to cover expenses associated with the production of their work (this may include membership fees, training, tape stock, and purchases). Underwriting funds can never be used to compensate a member producer for their time when using DOM equipment. All underwriting and sponsorship agreements must be approved by OMF, and a fee will be charged for this review process. The resulting underwriting recognition must be limited to the underwriter's name, logo, official slogan, their address and/or web page URL. No underwriting credit may exceed 60 seconds in length and must be included in the total calculated program LENGTH as indicated on the program submission information. It may appear once before the program starts and once after the program ends, but not within the body of the program. DOM accepts no liability for any disputes member producers may have with underwriters.
  8. Ownership of Material: The community producer retains non-exclusive ownership of the content of any program produced with DOM equipment or facilities and is entitled to use it for any purpose. DOM will not provide VHS or DVD copies of the program, nor will it provide blank tape or DVD stock for the producer to make their own copies. The necessary equipment will be provided, but producer members must provide their own blank media, or purchase it from OMF. DOM/OMF reserves the right to cablecast/web cast any program produced using its equipment and facilities any number of times or for promotional purposes on its channels and or web site.
  9. Broadcast Quality Restrictions: Submitted programs which do not fulfil minimum technical quality standards, namely: 1) audio levels are consistent; 2) no audio hum or distortion exists; 3) video is free from graininess; 4) edits are clean; and so on, may be ineligible for scheduling on any OMF-operated access channel or web cast. Such a program may be withdrawn during an actual cablecast or web cast if

said program is deemed to be of inadequate technical quality by OMF staff.

*Public Promotion:*

In addition to the public exposure through our targeted promotions listed above, OMF will promote the new participatory opportunities available to the general public through brochures, events, press releases and public service announcements. Additional promotional opportunities through partnerships with Producer Members, the nonprofit community and schools will also be cultivated.



## **EXHIBIT B**

### **PERFORMANCE MEASURES**

#### **Trainings:**

Minimum of one training every month in all production areas: field, studio, editing. Only if there are less than five attendees can class be cancelled. Training classes aimed at school-age youth must be provided at least once per quarter.

#### **Outreach:**

Twice a year, provide updates to the City on outreach efforts to bring more users onboard. This will include accomplishments in terms of numbers per outreach effort (i.e. how many respondents to online coupon).

#### **Memberships:**

OMF shall offer a minimum of ten discounted memberships per year to producers not able to pay full-price membership. This can be accomplished through "scholarships" or any other means OMF feels is realistic.

#### **Producers/Users:**

Open Media Foundation staff shall hold bi-annual meetings, inviting all public access members. These meetings will address producer/user questions, concerns, and issues about the facility. OMF staff will publicize the meetings to users a minimum of two weeks in advance.

#### **Program Production:**

At least 50% of member producers who check out public access production equipment and facilities should create at least one program within one year of completing training. If the producers do not meet that deadline, they shall lose access to the check-out equipment until a product is produced and entered into the DOM playback system.

#### **Fundraising:**

OMF is expected to maintain Fundraising and Development efforts, currently including at least one annual large fundraising event per year. An annual Development Plan shall be developed, with any major changes in fundraising approaches to be approved by Director. OMF Board members must have 100% contribution rate to fundraising efforts for the organization.



**Exhibit D  
Public Access Equipment Inventory as of August 21, 2013**

Make	Model	Description	Serial #	Qty	Purchase \$	Total \$	Vendor	Order Date
JVC	GY-HD250	Studio package with Lens - Includes: GY-HD250U	072C0767, 082G1085, 082G1014 18. D25FM1EUDHJQ 19. D25FM1HNDHJQ 20. CO2FH6R9DHJQ1. D25FM1C5DHJQ 2. D25FM1P8DHJQ 3. D25FK1MADHJQ 4. D25FM1M7DHJQ 5. D25FM1MFDHJQ 6. D25FM1Q6DHJQ 7. D25FM1M6DHJQ 8. D25FM1NCDHJQ 9. D25FM1QMDHJQ 10. D25FM1KFDHJQ 11. D25FM1KMDHJQ 12. D25FM1EXDHJQ 13. D25FM1KTDHJQ 14. D25FM1KXDHJQ 15. D25FM12KDHJQ 16. D25FM16FDHJQ 17. D25FM16LDHJQ 18. D25FM1EUDHJQ 19. D25FM1HNDHJQ 20. CO2FH6R9DHJQ	3	\$13,800.00	\$41,400.00	Peak Media	3/31/2010
Apple	MC814LL	iMacs Granite Switcher 1 ME-HD Switcher, Live Inputs, 11hd/sd- sdi mULTI-DEF, SYNC OR ASYNC OUTPUTS 6 HD/SD- SDI Multi-def % 2 DVI-D: Program, Preview, Clean Feed, Auxes	BPP0903100465	20	\$1,899.00	\$37,980.00	Apple	5/5/2011
Broadcast Pix	Gr1000	1/3 Inch 3 CCD Robotic Camera	110758, 110757, 110753	1	\$28,900.00	\$28,900.00	5280 Digital	9/30/2010
Sony	BRC-Z700	TRMS Cablecast HD Video Server	9798	3	\$6,311.84	\$18,935.52	Peak Media	12/9/2009
TRMS	CBL-SX2HD 2026	16-bay Hi-Performance RAID system	000200552	1	\$17,641.25	\$17,641.25	TRMS	11/17/2012
Triton	SR_TRITON16FA4	Intel-based server - I2010R2-2X213GHZ-32-GB-DP	1188427, 1188426	1	\$13,691.00	\$13,691.00	Partners Data Systems	5/28/2008
Equus	1250R1	Sony HVR-Z5U HDV Camcorder	112138, 112467, 112135	2	\$6,373.00	\$12,746.00	Partners Data	3/19/2010
Sony	SOHVRZ5U			3	\$4,075.00	\$12,225.00	Peak Media	12/9/2009

**Exhibit D  
Public Access Equipment Inventory as of August 21, 2013**

Make	Model	Description	Serial #	Qty	Purchase \$	Total \$	Vendor	Order Date
			APPLE1328-0498-1795-5953-1459-5657					
			PC1328-1289-6705-5884-7159-3268APPLE1328-0498-1795-5953-1459-5657					
			PC1328-1289-6705-5884-7159-3268APPLE1328-0498-1795-5953-1459-5657					
			PC1328-1289-6705-5884-7159-3268APPLE1328-0498-1795-5953-1459-5657					
			PC1328-1289-6705-5884-7159-3268APPLE1328-0498-1795-5953-1459-5657					
			PC1328-1289-6705-5884-7159-3268APPLE1328-0498-1795-5953-1459-5657					
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			PC1328-1289-6705-5884-7159-3268APPLE1328-0498-1795-5953-1459-5657					
adobe		Adobe Production Suite	3268	1	\$10,550.00	\$10,550.00	Adobe	9/6/2011
Sony	HVR-M25AU	HDV VTR	110782, 0110897, 110900	3	\$3,226.19	\$9,678.57	Peak Media	12/9/2009
Sony	HVRZ5U	Z5U HDV Camcorder	111379, 111285	2	\$4,099.00	\$8,198.00	Telecorps	6/30/2009
Apple	Z0G1	Mac Pro, Two Quad-Core Intel Xeon	H09363MN20H H09363MQ20H	2	\$3,327.87	\$6,655.74	Apple	9/3/2009
	Catalyst 3560 48 10/100/1000T Enhanced							
Cisco		CATALYST3560-CISCO SwitchRoutr	FOC1121Z9QC	1	\$6,500.00	\$6,500.00	Canvas Systems	1/7/2009
Sony	HVR 1500A	HDV digital videocassette recorder	104077	1	\$6,476.56	\$6,476.56	Peak Media	5/19/2011
		Xserve 2 2.8GHz Quad-core Zeon 2GD RAM w/ Fire RAID card	G88511231X85	1	\$5,579.00	\$5,579.00	GW Hannaway	12/9/2008
Apple	Xserve 2			1	\$5,579.00	\$5,579.00	GW Hannaway	12/9/2008
Triton	SurfRAID Triton 16FA4	16 Bay Hi-Performance RAID System	34270	1	\$5,320.00	\$5,320.00	Partners Data	8/24/2009
		Performance 2TB, 3.5", 7200 RPM Premium Internal Disk Drive		16	\$331.00	\$5,269.00	Partners	12/1/2010
JVC	SR-2TB7200SATA-H GY-HD250	JVC Hi-Def Camera	152G1408	1	\$5,170.00	\$5,170.00	G&G Technologies	3/2/2011
Surf Raid Triton	Sr-TRITON16fa4	SurfRAID TRITON 16fa4-16 RAID System	34454	1	\$5,061.00	\$5,061.00	Partners	12/1/2010
Apple	Z0GH0006B	Macbook Pro (plus Applecare \$199)	W89262RC64C, W89262F364C	2	\$2,427.00	\$4,854.00	Apple	6/25/2009
Eartec		Wireless Com set for B		1	\$4,249.25	\$4,249.25	Eartec	4/25/2013
WESTINGHOUSE	3526408	32" FLAT SCREEN MONITOR		7	\$599.00	\$4,193.00	B&H PHOTO VIDEO	2/9/2006
FTB	MAXX 4A	PoWERED SPEAKER		5	\$819.00	\$4,095.00	SHAPED MUSIC INC.	11/8/2006
Seagate	HDD 3TB	Seagate Constellation CS 3TB Internal Hard Drive		17	\$239.99	\$4,079.83	Newegg	1/26/2013
JVC	DT-U17G1Z	17" Hd Resolution lcd monitor	14580335	1	\$3,990.00	\$3,990.00	5280 Digital	9/30/2010
Aja	d5d	AJA Analog to Digital	in rack	6	\$595.00	\$3,570.00	5280 Digital	9/30/2010

**Exhibit D**  
**Public Access Equipment Inventory as of August 21, 2013**

Make	Model	Description	Serial #	Qty	Purchase \$	Total \$	Vendor	Order Date
Apple	Z0FR	xServe (applecare)	H09332E710S	1	(\$760 acc)	\$3,554.10	Apple	8/11/2009
Apple	Z0G1	MACPRO 2.26 8Core + Apple Care (\$239)	H09265B920H	1	\$3,539.00	\$3,539.00	Apple	6/25/2009
Apple	MD318LL/A	MacBook Pro, 15.4 2.2 ghz	C02GL17GDV7L, C02GL1M7DV7L	2	\$1,699.00	\$3,398.00	Apple	10/27/2011
Apple	Z0G1	Mac Pro, Two Quad-Core Intel Xeon	H09363MP20H	1	\$3,327.87	\$3,327.87	Apple	9/3/2009
Sony	HVR-M25AU	Digital HD Video Cassette Recorder	0110016	1	\$3,299.00	\$3,299.00	B&H	4/27/2009
Sony	HVR-M25AU	Digital HD Video Cassette Recorder	0110340	1	\$3,299.00	\$3,299.00	B&H	4/27/2009
	H85 FLUID HEAD	VIDEO CAERA FLUID HEAD		1	\$3,190.00	\$3,190.00	B&H PHOTO VIDEO	2/9/2006
Libec	H85/PH-7	Head/Arm	1F1691	1	\$2,995.00	\$3,128.50	Burst	3/1/2013
Convergent design	nano flash	package	910302572	1	\$2,995.00	\$2,995.00	5280 Digital	9/30/2010
Canon		hood, CF card, capkeeper, battery)	122302029	1	\$2,940.00	\$2,940.00	B&H	6/6/2012
APC	510562	SmartUPS 2200VA	JS0912019023	3	\$935.00	\$2,805.00	CDW-G	3/10/2010
FTB	MAXX 10SA	POWERED SUBWOOFER		2	\$1,389.00	\$2,778.00	SHAPED MUSIC INC.	11/8/2006
Epson		pubisher with full set of color cartridge and 1 year warrenty	KHTF002665	1	\$2,695.00	\$2,695.00	Denver Disc	12/28/2010
		Livestream		1	\$2,600.00	\$2,600.00	FSTV	5/14/2012
Apple	Z0GL	MacBook Pro	W89364DC66J	1	\$2,376.10	\$2,376.10	Apple	9/3/2009
Apple	MacBook Pro	2.4GHz 4GB RAM 2500GBHD with Apple Care	W88502GH1GK	1	\$2,311.00	\$2,311.00	GW Hannaway	11/18/2008
Knox		Knox 8x8 Matric Switcher with Balanced Audio	CO-033893-1-001	1	\$2,195.00	\$2,195.00	Telvue	9/16/2009
Various	Card	Fibre Channel PCIe Card		4	\$540.00	\$2,160.00	GW Hannaway	12/9/2008
Cisco	SG-300-52	52 Port GB Switch	S/N : DNI15010081	2	\$1,053.00	\$2,106.00	CDW-G	5/5/2011
Apple	Z0GG	MacBook Pro	W893626J64B	1	\$2,016.06	\$2,016.06	Apple	9/3/2009
Dell	Power Edge	Dell Server: Power Edge R310 Chasis...	Service Code: 20631434437	1	\$1,999.62	\$1,999.62	Dell	12/14/2010
ProLine	ProLine 17	Teleprompter	57B-4243, P7VC0907 QE1124	1	\$1,999.00	\$1,999.00	Prompter People	10/14/2009
Sharp	LC-40E77UN	40" Full HD 1080p, swivel stand	009838095/009838096	2	\$990.00	\$1,980.00	5280 Digital	9/30/2010
DBX	442	DRIVERACK 442 PROCESSOR		1	\$1,965.00	\$1,965.00	SHAPED MUSIC INC.	10/16/2006
Apple	Z0J5	MacBook Laptop MBP 15.4/2.53/CTO	W80381H6AGY (Brad) - STOLEN	1	\$1,894.00	\$1,894.00	Apple	9/15/2010
Apple	Z0J5	MacBook Laptop MBP 15.4/2.53/CTO	BART)	1	\$1,894.00	\$1,894.00	Apple	9/15/2010
		Drapery track and hangers		1	\$1,890.00	\$1,890.00	Barbizon	3/30/2007
jvc	VC-P112U	CAMERA/REMOTE CABLE (20m) (RM-HP250AU/210U)		2	\$925.79	\$1,851.58	Peak Media	3/31/2010
		Stage Drapery: Black Velour abd Pussywillow Commando		1 each	\$1,767.00	\$1,767.00	Barbizon	3/30/2007
EVI	EVID70	Pan/tilt/zoom security camera	152290, 152290	2	\$869.95	\$1,739.90	Peak Media	12/9/2009
Sony	EVI-D70	EVI-D70 Security Camera	152290, 152290	2	\$869.95	\$1,739.90	Peak Media	12/9/2009
Apple	Z0M9	Mac Minis	C07GQ184JDJ3	2	\$869.00	\$1,738.00	Apple	10/27/2011
Sony	HVR-M15U	Desktop HDV VTR	S0101142958	1	\$1,729.00	\$1,729.00	B&H	10/26/2008
Sony	HVR-M15U	Desktop HDV VTR	S010114699G	1	\$1,729.00	\$1,729.00	B&H	10/26/2008
Sony	HVR-M15U	Desktop HDV VTR	S0101147425	1	\$1,729.00	\$1,729.00	B&H	10/26/2008
Apple	Z0J4	MacBook Pro	W81030CHAGX	1	\$1,728.00	\$1,728.00	Apple Gov Store	12/9/2010
Apple	Z0J4	MacBook Pro 15, 2.4GHz Intel Core i5	C02FC6VYDF8Y	1	\$1,728.00	\$1,728.00	Apple	2/8/2011
Worldyecam	Intellipix-8ch	Complete 8 camera video security systems		1	\$1,688.00	\$1,688.00	Worldyecam	5/12/2011
JK	JK-1RX	Audio innkeeper 1rx		2	\$831.25	\$1,662.50	Peak Media	12/22/2009
Apple	MacBook Pro	2.4GHz 4GB RAM WITH Apple Care	W88511GR1B5	1	\$1,634.00	\$1,634.00	GW Hannaway	11/18/2008
Webmon		Web monitoring software		1	\$1,630.00	\$1,630.00	webmon	4/22/2013
jvc	VC-P113U	CAMERA/REMOTE CABLE (50m) (RM-HP250AU/210U)		1	\$1,624.21	\$1,624.21	Peak Media	3/31/2010
		Lighting fixtures and accessories			\$1,579.70	\$1,579.70	Barbizon	3/30/2007
BROADCAST PIX	47	ANALOG I/O	in rack	1	\$1,500.00	\$1,500.00	5280 Digital	9/30/2010
		Engineering design cable labels drawings		1	\$1,500.00	\$1,500.00	5280 Digital	9/30/2010
		misc equipment-cables & connectors	in rack	1	\$1,500.00	\$1,500.00	5280 Digital	9/30/2010
Minicom	0SU70030A	Smart 116 IP: 16 port single user digital KVM Switch		1	\$1,450.00	\$1,450.00	KVM Switches Online	4/1/2009
Merlin		Steadicam Merlin Arm/vest kit		1	\$1,449.95	\$1,449.95	Peak Media	12/30/2009
Cable Matters		Gopro kits		1	\$1,397.74	\$1,397.74	amazon	3/28/2013
Lowel Light		Lowel Dv Creator 55 Kit ,To-83 Case	DV-903z	1	\$1,366.67	\$1,366.67	Peak Media	6/17/2010
BenQ	BESP820	Multi-Media Projector	PDB8800122031	1	\$1,299.00	\$1,299.00	B&H	10/26/2008
JVC	SR-DVM700USB	Mini/DV/HDD/DVD recorder	103C0187	1	\$1,279.00	\$1,279.00	B&H	12/18/2008
JVC	SR-DVM700USB	Mini/DV/HDD/DVD recorder	103C0190	1	\$1,279.00	\$1,279.00	B&H	12/18/2008
Sony	MBR300	Opt. joystick remote control panel		2	\$1,243.43	\$1,243.43	Peak Media	12/9/2009
FOCUSRITE	OCTOPRE L	LE 8 CHANNEL MIC PREAMP		2	\$579.00	\$1,158.00	SHAPED MUSIC INC.	10/16/2006
	16X168 SPLITTER	CUSTOM PATCH BOX W/ 3 FANS		1	\$1,136.00	\$1,136.00	SHAPED MUSIC INC.	10/16/2006
		Parking Signs 18" diameter		4	\$280.00	\$1,120.00	Creativodesign	5/19/2011
Finisar		Optical SFP Transceiver Module 4GB		16	\$69.00	\$1,104.00	GW Hannaway	12/9/2008
apple	Mac Mini 2.26	Mac mini 2.26/2x1g/ 160/ SD/ ap/ b	YM937CC09G5, YM937BSD9G5	2	\$549.00	\$1,098.00	apple	1/16/2010
APC	512275	SmartUPS 3000VA	JS0938001441	1	\$1,085.00	\$1,085.00	CDW-G	3/10/2010
InFocus	IN3916	InFocus Short Throw Projector	BFTM10401063	1	\$1,085.00	\$1,085.00	Tierney Brothers	5/27/2011

**Exhibit D**  
**Public Access Equipment Inventory as of August 21, 2013**

Make	Model	Description	Serial #	Qty	Purchase \$	Total \$	Vendor	Order Date
		Lighting for Front Sign		1	\$1,078.00	\$1,078.00	Integrity Electrical Solutions	1/27/2012
AJA	HD10AMA	HD/SD 4 channel analog audio embedder/ disembedder*	in rack	1	\$1,050.00	\$1,050.00	5280 Digital	9/30/2010
BROADCAST PIX	140	MORE ADVANCED KEYERS- FOR VITUAL SETS	in rack	1	\$1,000.00	\$1,000.00	5280 Digital	9/30/2010
Sennheiser	SEEQ122PG2B	Evolution G2 100 Series - UHF Lav System		2	\$499.00	\$998.00	B&H	6/12/2008
Matrox	Convert DVI	DVI HD-SDI Scan COnverter w/ Genlock	in rack	1	\$995.00	\$995.00	5280 Digital	9/30/2010
	XSWAP-1/SRLC16-ADD-NW	New Maintenance Agreement - for DOM RAID4		1	\$990.00	\$990.00	PartnersData	6/27/2012
PartnersData	HC-7	Digital Camera		1	\$989.00	\$989.00	BH	2/5/2007
Sony	SOHDRHC7	HDR-HC7 HDV 1080i Camcorder	S011338181B	1	\$989.00	\$989.00	B&H	1/11/2008
Western Mfg	U DRI 07742324	Caviar Green Internal SATA HD	WCAVY0321786; WCAVY0317199	5	\$196.99	\$984.95	MacMall	12/17/2009
D20	D20	Dimmer Modules 2.4k		2	\$488.66	\$977.32	Barbizon Light	12/5/2006
Atmos	Ninja	Solid State disk recording device via HDMI		1	\$970.73	\$970.73	Peak Media	12/7/2011
YAMAHA	SPX2000	EFFECTS PROCESSOR		1	\$969.00	\$969.00	SHAPED MUSIC INC.	11/8/2006
			814172					
			814157					
			814156814172					
			814157					
			814156814172					
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			814156814172					
			814157					
			814156814172					
			814157					
Sony	ECM-66B	Lav Mic	814156	3	\$319.00	\$957.00	Telecorps	6/8/2009 but invoice date 7/7/09
Manfrotto		504HD Tripod head with 75mm-100mm bowl adapter (with \$110 rebate to come)	c2437958, F0064519	2	\$955.96	\$956.00	BH	4/24/2013
MCE Mfg	U DRI 07785362	8X Bluray Int Recordable DRV		3	\$314.99	\$944.97	MacMall	12/17/2009
APC	AME-SUA2200RM2U	APC Smart UPS 2200 VA RMU 120V 520 PL	JS0949003540	1	\$935.00	\$935.00	CDW-G	7/19/2010
Paralinx	ARROW	Paralinx Streaming Monitor		1	\$920.00	\$920.00	Paralinx	4/19/2013
ATI	BI400	Bi-Directional 2-XLR to RCA and 2 RCA-XLR	78361; 78362; 78363	3	\$299.00	\$897.00	Peak Media	1/4/2010
	CT2109108	2x4GB Memory Upgrade for the Apple iMacs		10	\$89.62	\$896.20	Crucial Technology	5/25/2011
Aja	hd10c2	HD/SDI/SDI TO COMPONENT Analog	in rack	1	\$890.00	\$890.00	5280 Digital	9/30/2010
Sennheiser	ME6/K6	Shotgun microphone system (phantom or battery)		2	\$441.07	\$882.14	Peak Media	12/9/2009
Sony	KDL40EX40B	Sony BRAVIA KDL40EX40B 40-Inch 1080p LCD HDTV with Built-In Blu-ray Disc Player		1	\$849.96	\$849.96	Amazon	12/3/2010
Cisco	AP1142	wireless access point	FTX1413K2GT	1	\$847.00	\$847.00	CDW-G	3/19/2010
Sennheiser	SEME66/K6	Microphone		2	\$420.00	\$840.00	B&H	10/26/2008
SAMSUNG	LS24HUBCFV/XA	Samsung SyncMaster 245BW 24" LCD Display	HU24HCGQ301452F, HU24HCG	4	\$209.99	\$839.96	Ecot	5/6/2009
APC	C1C-SRW2048	Cisco Switch	RJT10K310957	1	\$836.00	\$836.00	CDW-G	5/5/2010
Sony	SOHDRHC9	HDR-HC9 HDV 1080i Camcorder	S010131130	1	\$819.95	\$819.95	B&H	2/4/2009
Shure	P2R	PSM 200 Hybrid Bodypak Receiver	11L3180325-05; 11L3180324-05; 11L	3	\$271.00	\$813.00	Peak Media	12/22/2009
		Vinyl Graphic sign, 60" x 120"		1	\$804.00	\$804.00	Creativodesign	5/19/2011
Various	Fibre Cable Estimate	Fibre Cable Estimate		8	\$100.00	\$800.00	GW Hannaway	12/9/2008
Canon		EOS Rebel T1i Digital SLR Camera	CAEDRT11JK 3818B002	1	\$799.95	\$799.95	B&H	10/2/2009
Canon	HG10	Digital Camera		1	\$798.95	\$798.95	BH	2/5/2007
Sony	HVR-MRC1K	4-6 pin FW, on camera mount, ilink cradle, recording unit	3059515	1	\$783.33	\$783.33	Peak Media	12/9/2011
Sony	HVR-MRC1K	Memory Recording Unit	3057986	1	\$783.33	\$783.33	Peak Media	5/19/2011
Bosch	IFB325/CES2	RTS portable single channel IFB beltpack with 1/4 inch jack		3	\$259.80	\$779.40	Bosch	1/21/2010
Merlin		Merlin Steadicam		1	\$776.52	\$776.52	Peak Media	12/30/2009
Samsung	SMSC							
	LS24HUBCFV/XA	SyncMaster 245BW 24" LCD Display	HU24HCGQ403870B, HU24HCGQ	4	\$192.99	\$771.96	Ecot	8/20/2009
Samsung	SMSC							
	LS24HUBCFV/XA	SyncMaster 245BW 24" LCD Display	HU24HCGQ504573D (BAD PIXELS	4	\$192.99	\$771.96	Ecot	8/24/2009

**Exhibit D**  
**Public Access Equipment Inventory as of August 21, 2013**

Make	Model	Description	Serial #	Qty	Purchase \$	Total \$	Vendor	Order Date
			S4Z111402878					
			S4z111502170					
			S4Z111401424					
			S4Z111402900S4Z111402878					
			S4z111502170					
			S4Z111401424					
			S4Z111402900S4Z111402878					
			S4z111502170					
			S4Z111401424					
			S4Z111402900S4Z111402878					
			S4z111502170					
			S4Z111401424					
			S4Z111402900S4Z111402878					
			S4z111502170					
			S4Z111401424					
			S4Z111402900S4Z111402878					
			S4z111502170					
			S4Z111401424					
			S4Z111402900S4Z111402878					
			S4z111502170					
			S4Z111401424					
			S4Z111402900S4Z111402878					
			S4z111502170					
			S4Z111401424					
			S4Z111402900S4Z111402878					
			S4z111502170					
			S4Z111401424					
			S4Z111402900					
ViewSonic	VXW2450WM	24 Inch LED Monitor		4	\$189.99	\$759.96	Amazon	6/13/2011
Electret	ECM66B	Condenser lavalier unidirectional microphone		2	\$379.50	\$759.00	Peak Media	12/9/2009
Mid Atlantic	WRK-44SA-27LRD	44 space (77"), 27" deep stand alone rack less rear door, black finish	MTG CODE 07061009	1	\$750.00	\$750.00	5280 Digital	9/30/2010
Lenovo		Lenovo Thinkpad T430 23426QU i5-3230M 2.6GHz 14" Laptop	PB2FZHW	1	\$749.99	\$749.99	Amazon	6/21/2013
Apple	MacMini	2.0GHz Intel Core 2 Duo	YM9080GJ19Y	1	\$749.00	\$749.00	GW Hannaway	4/30/2009
APC	AME-AP9630	UPS Management Card	JA1018013714, JA10180117992,	3	\$244.00	\$732.00	CDW-G	7/19/2010
Aastra	A1720-0131-10-05	9132i SIP IP Telephone	JA1018018122	6	\$116.99	\$701.94	Telecom Spot	4/30/2009
Asus	vw226tl-9	22" lcd Monitor	F72047804765, F72047804749, F7a5lmqs0268951	2	\$350.00	\$700.00	5280 Digital	9/30/2010
Cerevo	CECDPLS02A	Cerevo USA LiveShell PRO HD Wireless Video Streaming		1	\$699.00	\$699.00	BH	4/19/2013
Apple	MacMini	83 GHz 1GB RAM 160GB HDD with Apple Care	YM85109AYL3	1	\$694.00	\$694.00	GW Hannaway	11/18/2008
Apple	MacMini	83 GHz 1GB RAM 160GB HDD with Apple Care	YM85109BYL3	1	\$694.00	\$694.00	GW Hannaway	11/18/2008
RDL	HR-ADC1	A-D Audio converter		1	\$690.34	\$690.34	Peak Media	7/12/2011
Tally-Lights	VT-5(SX-84)	4 Camera Tally Light VT-5(SX-84)		1	\$685.00	\$685.00	Tally-Lights LLC	8/10/2009
Western Digital	Caviar Green	3 TB SATA III 64 MB Cache Bare/OEM Desktop Hard Drive - WD30EZRX		4	\$169.99	\$679.96	Amazon	5/17/2012
Seagate	Barracuda	7200 3 TB 7200RPM SATA 6 Gb/s NCQ 64MB Cache 3.5-Inch Internal Bare Drive ST3000DM001		4	\$159.99	\$679.86	Amazon	5/17/2012
SHURE	SM81-LC	SM81 MIC		2	\$336.00	\$672.00	SHAPED MUSIC INC.	11/8/2006
Edelkrone		Edelkrone Slider 3ft		1	\$666.39	\$666.39	Edelkrone	4/23/2013
Sony	ECM66b	Sony ECM-66B - uni-Directional Lavalier Condenser Microphone		2	\$330.29	\$660.58	Peak Media	12/29/2010
Chief	jdskub	dual arm steel stud wall mnt, univ	in rack	2	\$325.00	\$650.00	5280 Digital	9/30/2010
AKG	C3000B	C3000BMIC		2	\$323.00	\$646.00	SHAPED MUSIC INC.	11/8/2006
Surf Triton	SR0DSC750000Z-TA	Hard Drive Replacement		3	\$209.00	\$627.00	Partners Data	3/10/2010
ATS		Fabric - Black/Circle and Shapes		1	\$623.00	\$623.00	ATS	6/30/2009
Dell	Vostro 470 MT	Desktop Computer -- Intel Core i5 i5--3450 3.10 GHz -- Mini-tower		1	\$612.17	\$612.17	Newegg	10/26/2012
	LK-5600-4PORT	(4) port upgrade software license key for SANbox 5600Q	LKS1022HL0PM9	1	\$610.00	\$610.00	Partners	12/1/2010
Juniper	SSG5	Security services gateway	0162082009013449	1	\$609.00	\$609.00	CDW-G	3/19/2010
Polycon	Soundstation2	Conference Phone and Extension monitors		1	\$602.98	\$602.98	Amazon	4/19/2013
		BH Lseries Batteries 3/9/13 - T;			\$599.97	\$599.97	BH	3/9/2013
Telex TECMT2	CMT --2	Teletthin Connector Cable with 1/4" Phone Plug (5')		2	\$299.00	\$598.00	BH	1/31/2013
		iMac lock pro (keyed alike)		23	\$25.40	\$584.74	Tryten	6/13/2011
Telex	IFB-325	IFB Belt pack		3	\$193.20	\$579.60	Peak Media	12/30/2009
Black Magic	VDBMMCSTA	Design Mini Converter SDI to Analog with Embedded Audio		2	\$280.00	\$574.35	Adorama	3/9/2013

**Exhibit D  
Public Access Equipment Inventory as of August 21, 2013**

Make	Model	Description	Serial #	Qty	Purchase \$	Total \$	Vendor	Order Date
Westinghouse Digital Electronics	WSTG TX-47F430S	47" LCD HDTV	512J74101045B	1	\$559.99	\$559.99		11/3/2009
Black Magic	blusexpress	Ultra Studio Express with Thunderbolt and Thunderbolt Cable	1132904		\$470.25	\$556.35	BH	2/26/2013
Buffalo	22-165-087	Drivestation Duo HD-W2.0TIU2/R1 2TB		2	\$275.99	\$551.98	Newegg	
APPLE		iPAD	V5051v03z38	1	\$550.00	\$550.00	5280 Digital	9/30/2010
Toshiba	L505-LS5014	Notebook PC	1A498501Q	1	\$549.99	\$549.99	TigerDirect	4/15/2010
Cisco	spa 504G	Cisco SPA 504G 4-Line IP		4	\$135.00	\$540.00	Amazon	1/19/2012
Seagate Barracuda		Vinyl Graphic sign, 48" x 96"		1	\$534.00	\$534.00	Creativodesign	5/19/2011
		ST31500341AS 1.5TB		4	\$129.99	\$519.96	Newegg	
		6th Ave vert street sign 15" x 72"		4	\$126.00	\$504.00	Creativodesign	5/29/2011
AGL	AGL-600-2	Audio Isolation Transformer		1	\$500.00	\$500.00	Peak Media	12/22/2009
NEC	NP300	Portable projector	9700806EJ	1	\$500.00	\$500.00	Peak Media	1/8/2010
Aja	d4e	D/A, SDI to NTSC/PAL (2outputs) or Y/C	in rack	2	\$250.00	\$500.00	5280 Digital	9/30/2010
		Engineering Design Set up		1	\$500.00	\$500.00	5280 Digital	9/30/2010
		Fastsign Window Sign - Eng and Spanish		2	\$499.48	\$499.48	FastSigns	4/11/2013
Apple	XSan2	Software		1	\$499.00	\$499.00	GW Hannaway	
Epson	EPSPR1900	Stylus Photo Ink Jet Printer	EPSPR1900 C11C698201	1	\$499.00	\$499.00	B&H	10/2/2009
Apple		Apple iPad with Retina Display MD510LL/A (16GB, Wi-Fi, Black) NEWEST VERSION		1	\$499.00	\$499.00	Amazon	6/21/2013
K&M	21090B	TALL BOOM/MIC STAND PACKAGE		8	\$62.00	\$496.00	SHAPED MUSIC INC.	11/8/2006
Manfrotto	kit	Manfrotto Complete Tripod - 503HDV Pro Video Fluid Head, Legs		1	\$491.66	\$492.66	Peak Media	5/19/2011
		Internal DOM Signage		1	\$491.21	\$491.21	The Sign Chef	8/24/2012
			JA1017027111					
			JA1017027083JA1017027111					
			JA1017027083JA1017027111					
APC	AME-AP9630	UPS Management Card	JA1017027083	2	\$244.00	\$488.00	CDW-G	5/5/2010
Dataprobe	iBB-2N20	iBootBar Dual NEMA 20AMP linecord, 8 NEMA outlets	143008700400147	1	\$477.00	\$477.00	KVM Switches Online	4/1/2009
Shure	P2TRE2	Wireless personal monitoring system	11L3180323-04	1	\$469.41	\$469.41	Peak Media	12/22/2009
Dell		Graphics Monitor		1	\$463.00	\$463.00	Dell	4/19/2013
Aja	Hi5	AJA HDI/SDI to hdmi Converter for Monitoring		1	\$459.38	\$460.38	Peak Media	5/19/2011
Canopus	TwinPact 100	DV converter	111870	1	\$459.00	\$459.00	B&H	12/18/2008
Custom Input Snake	145516 M/EB	Patch Box w/ 3 Fans		1	\$446.00	\$446.00	SHAPED MUSIC INC.	10/11/2006
Apple	OSX Upgrade	OSX 10.5 Server Client		1	\$439.00	\$439.00	GW Hannaway	11/18/2008
Hitachi	HILCPX1250	CPX1250LAMP projector replacement bulb		1	\$429.00	\$429.00	B&H	6/12/2008
Acer	V3-551-8469	Acer Aspire 15.6-Inch Laptop	NXRZAAA083120A00E3400	1	\$419.99	\$419.99	Amazon	6/21/2013
Surf Triton	16FA4-Uptime	Uptime kit (power)		1	\$417.00	\$417.00	Partners Data	3/10/2010
Surf Triton	SR-TRITON16FA4-							
Surf Triton	UPTIME BASIC	Basic uptime kit- SurfRAID TRITON 16fa4/ 16i		1	\$417.00	\$417.00	Partners	12/1/2010
Allen \$ Heath	Zed-14	Audio Mixer	Z142120x207339	1	\$399.00	\$399.00	5280 Digital	9/30/2010
Bogen / Manfrotto	BO190XDB701R	190XDB Tripod Legs with 701RC2 Video Fluid Head		2	\$199.00	\$398.00	B&H	6/12/2008
Apple/ATT		Iphone and Appicare	DNPGJD6QDTD5	1	\$398.00	\$398.00	Att/apple	10/7/2011
Aja	gen10	HD/SD Syce Generator10 Blackburst	in rack	1	\$390.00	\$390.00	5280 Digital	9/30/2010
Manfrotto	504	Manfrotto 504HD Fluid Video Head	C1878180	1	\$350.87	\$351.87	Peak Media	5/19/2011
Flip camcorder	u212ow	Flip camcorder		2	\$169.00	\$338.00	Peak Media	12/30/2009
Samsung	GalaxyNotell	Web Director cell phone		1	\$300.00	\$300.00	Verizon	12/1/2012
Motorola		Android Smart Phone	268435460405996090	1	\$299.99	\$299.99	Target	11/30/2011
Toshiba	32C120U	32-Inch 720p 60Hz LCD HDTV		1	\$289.99	\$289.99	Amazon	5/10/2012
Dalite		Screen and sand bags		1	\$284.75	\$284.75	BH	3/9/2013
TCL	L32HDF11TA	32-Inch 720p 60 Hz LCD HDTV		1	\$279.99	\$279.99	Amazon	5/24/2011
Samsung	Galaxy	Jeff's Phone		1	\$279.99	\$279.99	RadioShack	3/31/2013
Memoto	TonyCam	Small portable video cam		1	\$279.00	\$279.00	Memoto	1/5/2013
Seagate	1 TB HDD	1 TB HDD Internal Drives		2	\$139.00	\$278.00	GW Hannaway	12/9/2008
Samsung		Monitor 32 inch		1	\$278.00	\$277.94	Amazon	5/16/2013
Acer		Acer C710-2487 11.6-Inch Chromebook (Iron Gray)	NUSH7AA0073070DFcc1601	1	\$249.99	\$249.99	Amazon	6/21/2013
Samsung		Samsung Chromebook (Wi-Fi, 11.6-Inch)		1	\$249.99	\$249.99	Amazon	6/21/2013
TCL	L32HDF11TA	32-inch monitor	B003LPUWV8	1	\$249.00	\$249.00	Amazon	12/9/2012
Bogen	BO190XDB701R	190XDB tripod w/ 701RC2 Head		1	\$206.95	\$206.95	B&H	2/4/2009
Mackie	Onyx 80 Series	Audio Mixing Board	(21)T10627	1			Shaped Music	



**Exhibit D**  
**Public Access Equipment Inventory as of August 21, 2013**

Make	Model	Description	Serial #	Qty	Purchase \$	Total \$	Vendor	Order Date
Sony	Z1U	HDV Camera		4				
Adesso		scan / sec - decoded - USB		1	\$120.00		Amazon	12/3/2010
Adesso		Adesso - Bar code scanner holder		1	\$42.54		Amazon	12/3/2010
Transcend		Compact flash cards		2			Amazon	
Transcend -		Compact flash cards		4			Amazon	
		Drill		1				
		BluRay Player		1			Ecost	
		HDMI-DVI		1				
Sony		Robocam					Peak Media	
		Cable					Peak Media	
Sony		HD card for Robocam					Peak Media	
Samsung		Samsung Galaxy Phone					Sprint	

## **EXHIBIT E: CURRENT OPERATIONAL DOCUMENTS**

- Open Media Foundation (OMF)2013 Budget
- Current OMF Org Chart
- OMF Annual Report including Audited Financial Statements
- OMF Membership Fee Schedule
- Collection of Current OMF Policies

## 2013 OMF Organizational Budget

	Video	Access	Web/IT	Education	FundR	Admin	Total
<b>Revenue</b>							
<b>Earned Income</b>							
Nonprofit Video Production* (50%)	148,000	0	0	0	0	0	<b>148,000</b>
Government Video Prouction Svcs	198,000	0	0	0	0	0	<b>198,000</b>
Membership Fees	0	60,000	0	0	0	0	<b>60,000</b>
Media Education & Cert Workshops	0	0	0	55,000	0	0	<b>55,000</b>
Equipment Rental & Studio Use (50%)	0	55,000	0	0	0	0	<b>55,000</b>
OMP Setup & Service Fees* (50%)	0	0	150,000	0	0	0	<b>150,000</b>
Web, Design & Hosting* (50%)	0	0	450,000	0	0	0	<b>450,000</b>
Fiscal Sponsorship	0	0	0	0	0	6,000	<b>6,000</b>
Administrative (Building Mgmt & Acct)	0	0	0	0	0	42,200	<b>42,200</b>
Other Earned Revenue (Interest)	0	3,920	0	1,120	0	560	<b>5,600</b>
<b>Earned Income Subtotal</b>	<b>346,000</b>	<b>118,920</b>	<b>600,000</b>	<b>56,120</b>	<b>0</b>	<b>48,760</b>	<b>1,169,800</b>
checksum EI				Percent of Total Income:	61%		1,169,800
<b>Grants</b>	<b>Video</b>	<b>Access</b>	<b>Web/IT</b>	<b>Education</b>	<b>FundR</b>	<b>Admin</b>	<b>Annual</b>
Youth Education Grants	0	0	0	5,000	0	0	<b>5,000</b>
Other-Knight	0	0	200,000	0	0	0	<b>200,000</b>
Denver Foundation Public Access	0	22,500	0	2,500	0	0	<b>25,000</b>
Denver Foundation Community & TA	0	3,000	0	3,000	0	9,000	<b>15,000</b>
Community First Foundation	0	7,500	0	0	0	0	<b>7,500</b>
<b>Grants Subtotal</b>	<b>0</b>	<b>33,000</b>	<b>200,000</b>	<b>10,500</b>	<b>0</b>	<b>9,000</b>	<b>252,500</b>
CS G				Percent of Total Income:	13%		252,500
<b>Contributions</b>	<b>Video</b>	<b>Access</b>	<b>Web/IT</b>	<b>Education</b>	<b>FundR</b>	<b>Admin</b>	<b>Annual</b>
Broadcast Program Sponsorship/Underwriting	2,500	2,500	0	0	5,000	0	<b>10,000</b>
Corporate Sponsorships	0	4,400	0	0	17,600	0	<b>22,000</b>
Silent Auction	0	0	0	0	6,000	0	<b>6,000</b>
Board Contributions	0	0	0	0	3,100	0	<b>3,100</b>
Individual Giving	0	0	0	0	65,000	0	<b>65,000</b>
Equipment Maintenance Budget		85,000					<b>85,000</b>
<b>Contributions Subtotal</b>	<b>2,500</b>	<b>91,900</b>	<b>0</b>	<b>0</b>	<b>96,700</b>	<b>0</b>	<b>191,100</b>
CS C				Percent of Total Income:	10%		191,100
<b>In-Kind</b>	<b>Video</b>	<b>Access</b>	<b>Web/IT</b>	<b>Education</b>	<b>FundR</b>	<b>Admin</b>	<b>Annual</b>
In-Kind, Equipment >\$500	0	234,000	0	26,000	0	0	<b>260,000</b>
In-Kind, Supplies < \$500	0	6,000	0	0	0	0	<b>6,000</b>
In-Kind, Services	12,000	1,000	4,000	1,000	1,000	1,000	<b>20,000</b>
In-Kind, Other	0	0	0	0	4,800	0	<b>4,800</b>
<b>In-Kind Subtotal</b>	<b>12,000</b>	<b>241,000</b>	<b>4,000</b>	<b>27,000</b>	<b>5,800</b>	<b>1,000</b>	<b>290,800</b>
CS IK				Percent of Total Income:	15%		290,800
<b>Total Revenue</b>	<b>360,500</b>	<b>484,820</b>	<b>804,000</b>	<b>93,620</b>	<b>102,500</b>	<b>58,760</b>	<b>1,904,200</b>

## 2013 OMF Organizational Budget

	Video	Access	Web/IT	Education	FundR	Admin	Total
CS R	360,500	484,820	804,000	93,620	102,500	58,760	1,904,200
Expense	Video	Access	Web/IT	Education	FundR	Admin	Annual
Staff							
Executive Director (Tony)	16,564	9,386	7,730	4,417	8,282	8,834	<b>55,213</b>
Video Production (Brandon)	32,560	1,850	0	1,850	0	740	<b>37,000</b>
Station Director (Ann)	440	36,080	0	6,600	0	880	<b>44,000</b>
Web/IT Director (Brian)	523	11,504	36,603	523	1,046	2,092	<b>52,290</b>
Art/Design Director (Sharee)	855	3,848	32,496	1,710	2,565	1,283	<b>42,758</b>
Lead Drupal Developer (Leo)	425	10,631	30,193	425	425	425	<b>42,525</b>
Development Director (Jason)	620	3,100	11,780	1,550	9,300	4,650	<b>31,000</b>
Fundraising Events Mgr (Heather)	380	380	380	380	16,530	950	<b>19,000</b>
Business & Finance Director (Jeff)	8,531	10,664	8,531	4,266	2,133	8,531	<b>42,657</b>
Network Admin (Bart)	2,000	30,000	2,000	4,800	800	400	<b>40,000</b>
Web Project Manager (Erin)	0	1,734	31,206	1,040	0	693	<b>34,673</b>
Education Director PT (Erin McCarley)	2,000	1,600	1,000	13,400	1,000	1,000	<b>20,000</b>
OMP Account Executive (TBD)	1,500	1,500	10,800	750	0	450	<b>15,000</b>
DOM/OMP Developer I (tbd)	0	4,960	18,848	744	0	248	<b>24,800</b>
OMP/Knight Developer (tbd)			52,500				<b>52,500</b>
OMP/Knight Design/Theming (tbd)			30,000				<b>30,000</b>
OMP/Knight Sales/Marketing (tbd)			22,000				<b>22,000</b>
OMP/Knight PM/Client Support (tbd)			42,500				<b>42,500</b>
Video Production P/T (Chris)	15,600	1,000	0	2,400	0	1,000	<b>20,000</b>
Office Manager P/T (tbd)	3,460	3,343	3,614	1,585	1,528	6,469	<b>20,000</b>
<b>Wage Subtotal</b>	<b>85,459</b>	<b>131,580</b>	<b>342,181</b>	<b>46,440</b>	<b>43,609</b>	<b>38,646</b>	<b>687,916</b>
	12%	19%	50%	7%	6%	6%	<b>687,915</b>
Payroll Taxes	12,819	19,737	51,327	6,966	6,541	5,797	<b>103,187</b>
HSA & Benefits	4,332	6,671	17,347	2,354	2,211	1,959	<b>34,875</b>
<b>Taxes &amp; Benefits Subtotal</b>	<b>17,151</b>	<b>26,408</b>	<b>68,675</b>	<b>9,320</b>	<b>8,752</b>	<b>7,756</b>	<b>138,062</b>
<b>Staff Subtotal</b>	<b>102,610</b>	<b>157,988</b>	<b>410,855</b>	<b>55,761</b>	<b>52,362</b>	<b>46,402</b>	<b>825,978</b>
CS S				Percent of Total Expense 46%			<b>825,977</b>
Contract	Video	Access	Web/IT	Education	FundR	Admin	Annual



## 2013 OMF Organizational Budget

	Video	Access	Web/IT	Education	FundR	Admin	Total
CS C				Percent of Total Expense 4%			<b>79,600</b>
Operating	Video	Access	Web/IT	Education	FundR	Admin	Annual
Audit, Accounting	1,420	2,312	3,779	540	1,150	399	9,600
Bad Debts	0	0	0	0	5,000	0	5,000
Bandwidth, Internet, Domains	1,800	14,400	4,800	600	1,200	1,200	24,000
Bank, Credit Card, PayPal	60	1,440	60	720	60	60	2,400
Donations	720	0	720	0	180	180	1,800
Equipment Repairs, Maintenance	0	3,600	0	0	0	0	3,600
Events	0	0	0	0	12,000	0	12,000
Hosting	0	0	16,000	0	0	0	16,000
Insurance	660	3,960	660	330	330	660	6,600
Meals, Meetings	1,650	1,320	1,320	528	792	990	6,600
Non-Staff Appreciation	0	120	0	960	120	0	1,200
Office Supplies	1,065	1,734	2,835	405	863	299	7,200
Printing, Copying	266	433	709	101	216	75	1,800
Rent, Utilities	1,127	33,822	4,510	3,382	1,127	1,127	45,096
Shipping, Postage	177	289	472	68	144	50	1,200
Staff Development	960	480	1,920	480	480	480	4,800
Subscriptions, Memberships, Dues	640	640	640	320	320	640	3,200
Telephone	887	1,445	2,362	338	719	249	6,000
OMP Promotion, Travel, Conference	0	0	18,000	0	0	0	18,000
Travel & Parking	700	700	5,600	0	0	0	7,000
<b>Operating subtotal</b>	<b>12,133</b>	<b>66,695</b>	<b>64,387</b>	<b>8,772</b>	<b>24,701</b>	<b>6,409</b>	<b>183,096</b>
CS O				Percent of Total Expense 10%			<b>183,096</b>
In-Kind	Video	Access	Web/IT	Education	FundR	Admin	Annual
In-Kind, Equipment >\$500	23,400	197,600	7,800	26,000	2,600	2,600	260,000
In-Kind, Supplies < \$500	185	5,485	37	77	56	160	6,000
In-Kind, Services	12,000	1,000	4,000	1,000	1,000	1,000	20,000
In-Kind, Other	0	0	0	0	4,800	0	4,800
<b>In-Kind Subtotal</b>	<b>35,585</b>	<b>204,085</b>	<b>11,837</b>	<b>27,077</b>	<b>8,456</b>	<b>3,760</b>	<b>290,800</b>



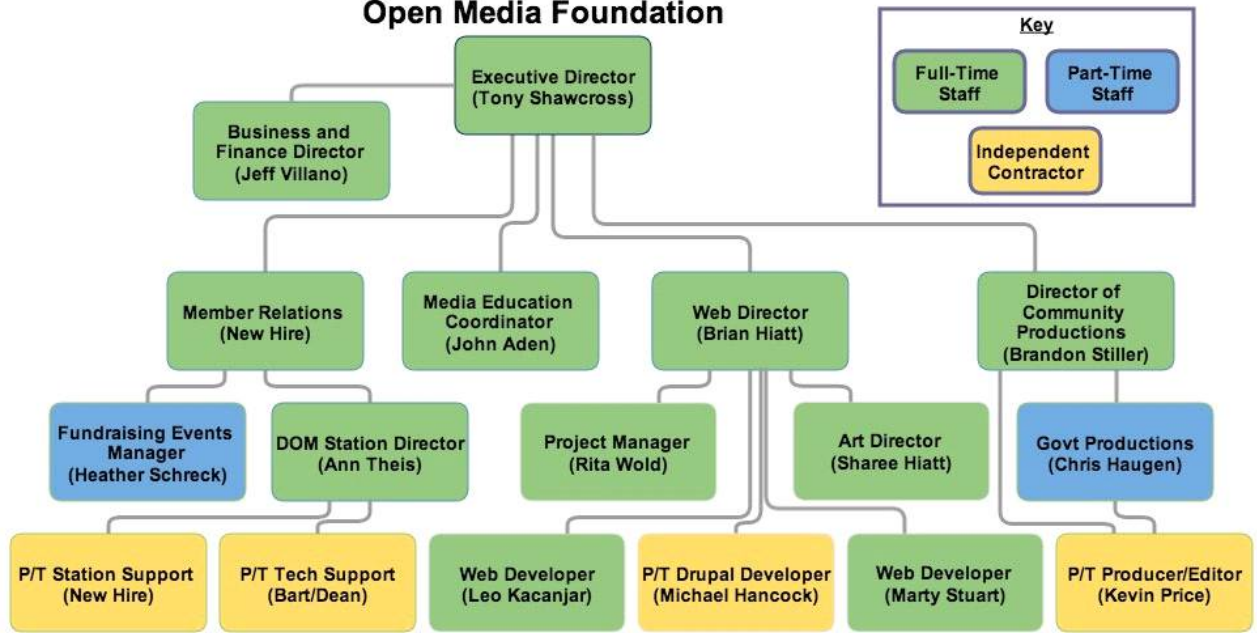


## 2013 OMF Organizational Budget

	Video	Access	Web/IT	Education	FundR	Admin	Total
Grants, Web	0	0	225,000	0	0	0	225,000
<b>Grants Subtotal</b>	<b>74,000</b>	<b>33,500</b>	<b>300,000</b>	<b>22,000</b>	<b>0</b>	<b>0</b>	<b>429,500</b>
CS G				Percent of Total Expense 24%			<b>429,500</b>
<b>Total Expense</b>	<b>267,327</b>	<b>482,668</b>	<b>796,079</b>	<b>118,410</b>	<b>86,719</b>	<b>57,770</b>	<b>1,808,974</b>
CS E	267,327	482,668	796,079	118,410	86,719	57,770	<b>1,808,973</b>
<b>Net Profit (Loss)</b>	<b>93,173</b>	<b>2,152</b>	<b>7,921</b>	<b>(24,790)</b>	<b>15,781</b>	<b>990</b>	<b>\$95,226</b>
<b>Long-Term Reserve Accrual</b>	<b>39,000</b>	<b>7,800</b>	<b>15,600</b>	<b>0</b>	<b>15,600</b>	<b>0</b>	<b>78,000</b>
<b>Net Profit (Loss) after Reserve Funding</b>	<b>54,173</b>	<b>(5,648)</b>	<b>(7,679)</b>	<b>(24,790)</b>	<b>181</b>	<b>990</b>	<b>17,226</b>



# Open Media Foundation



**OPEN MEDIA FOUNDATION**

**Financial Statements  
(Audited)**

*For the Years Ended  
December 31, 2012 and 2011*

## INDEX TO FINANCIAL STATEMENTS

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## **Independent Auditors' Report**

To the Board of Directors of  
Open Media Foundation  
Denver, Colorado

### **Introductory Paragraph**

We have audited the accompanying financial statements of the Open Media Foundation, a Colorado not-for-profit corporation, which comprise the statements of financial position as of December 31, 2012 and 2011, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects the financial position of the Open Media Foundation as of December 31, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the 2011 financial statements of the Open Media Foundation, and we expressed an unmodified audit opinion on those audited financial statements in our report dated April 19, 2012. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2011, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Denver, Colorado

May 22, 2013

**OPEN MEDIA FOUNDATION**  
**Statements of Financial Position**  
**December 31, 2012 and 2011**

**ASSETS**

	<u>2012</u>	<u>2011</u>
Current assets:		
Cash and cash equivalents	\$ 404,931	\$ 253,756
Restricted cash	270,506	220,685
Contributions receivable	<u>208,557</u>	<u>85,716</u>
<b>Total current assets</b>	<b><u>883,994</u></b>	<b><u>560,157</u></b>
Investments:		
Managed fund, long-term - Denver Foundation	35,107	46,835
Permanent endowment - Community First	<u>150,000</u>	<u>150,000</u>
<b>Total investments</b>	<b><u>185,107</u></b>	<b><u>196,835</u></b>
<b>Total assets</b>	<b>\$ <u>1,069,101</u></b>	<b>\$ <u>756,992</u></b>

**LIABILITIES AND NET ASSETS**

Liabilities:		
Accounts payable	\$ 19,303	\$ 8,665
Accrued expenses	176,208	5,533
Accrued payroll liabilities	<u>12,425</u>	<u>11,345</u>
<b>Total liabilities</b>	<b><u>207,936</u></b>	<b><u>25,543</u></b>
Net assets related to operations:		
Unrestricted net assets	601,684	488,173
Temporarily restricted net assets	60,654	72,382
Permanently restricted net assets	<u>150,000</u>	<u>150,000</u>
<b>Total net assets related to operations</b>	<b><u>812,338</u></b>	<b><u>710,555</u></b>
Unrealized gain	<u>48,827</u>	<u>20,894</u>
<b>Total net assets</b>	<b><u>861,165</u></b>	<b><u>731,449</u></b>
<b>Total liabilities and net assets</b>	<b>\$ <u>1,069,101</u></b>	<b>\$ <u>756,992</u></b>

*See accompanying independent auditors' report and notes to financial statements.*

**OPEN MEDIA FOUNDATION**

**Statements of Activities**

**For the Year Ended December 31, 2012 (with summarized information for the year ended December 31, 2011)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2012 Total</u>	<u>2011 (Summarized)</u>
Government:					
Capitalized equipment maintenance fund	\$ 85,000	\$ -	\$ -	\$ 85,000	\$ 85,000
Contributed support:					
In-kind contributions	280,027	-	-	280,027	435,087
Individual contributions	34,330	-	-	34,330	9,946
Foundation grants	14,597	-	-	14,597	37,669
Board contributions	380	-	-	380	1,260
Fundraising contributions	-	-	-	-	2,516
Corporate contributions	<u>7,687</u>	<u>-</u>	<u>-</u>	<u>7,687</u>	<u>1,100</u>
<b>Total contributions</b>	<b><u>422,021</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>422,021</u></b>	<b><u>572,578</u></b>
Earned revenue:					
Web and design	435,211	-	-	435,211	407,311
Video and production	323,494	-	-	323,494	303,515
Access	95,480	-	-	95,480	65,455
Education and training	79,279	-	-	79,279	67,770
General and administrative	43,760	-	-	43,760	31,568
Interest income	<u>2,419</u>	<u>-</u>	<u>-</u>	<u>2,419</u>	<u>6,969</u>
<b>Total earned revenue</b>	<b><u>979,643</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>979,643</u></b>	<b><u>882,588</u></b>
Re-classed from restriction	<u>11,728</u>	<u>(11,728)</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total earned revenue and contributions</b>	<b><u>1,413,392</u></b>	<b><u>(11,728)</u></b>	<b><u>-</u></b>	<b><u>1,401,664</u></b>	<b><u>1,455,166</u></b>
Expenses:					
Program services	1,181,320	-	-	1,181,320	1,248,515
General and administrative	47,982	-	-	47,982	53,903
Fundraising	<u>70,579</u>	<u>-</u>	<u>-</u>	<u>70,579</u>	<u>73,039</u>
<b>Total expenses</b>	<b><u>1,299,881</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>1,299,881</u></b>	<b><u>1,375,457</u></b>
<b>Change in net assets</b>	<b>113,511</b>	<b>(11,728)</b>	<b>-</b>	<b>101,783</b>	<b>79,709</b>
Net assets, beginning of year	<u>488,173</u>	<u>72,382</u>	<u>150,000</u>	<u>710,555</u>	<u>630,846</u>
<b>Net assets related to operations</b>	<b>601,684</b>	<b>60,654</b>	<b>150,000</b>	<b>812,338</b>	<b>710,555</b>
Unrealized gain (loss)	<u>74,374</u>	<u>(25,547)</u>	<u>-</u>	<u>48,827</u>	<u>20,894</u>
<b>Net assets, end of year</b>	<b>\$ <u>676,058</u></b>	<b>\$ <u>35,107</u></b>	<b>\$ <u>150,000</u></b>	<b>\$ <u>861,165</u></b>	<b>\$ <u>731,449</u></b>

*See accompanying independent auditors' report and notes to financial statements.*

**OPEN MEDIA FOUNDATION**  
**Statements of Functional Expenses**

**For the Year Ended December 31, 2012 (with summarized information for the year ended December 31, 2011)**

	<b>Program Services</b>	<b>General and Administration</b>	<b>Fund- raising</b>	<b>2012 Total</b>	<b>2011 (Summarized)</b>
<b>Compensation expenses:</b>					
Salaries and wages	\$ 329,660	\$ 21,493	\$ 26,042	\$ 377,195	\$ 335,155
Officer compensation	34,714	8,269	10,848	53,831	47,303
Payroll taxes	30,479	2,159	5,716	38,354	27,891
Employee benefits	13,398	1,178	1,440	16,016	18,223
Total compensation expense	<u>408,251</u>	<u>33,099</u>	<u>44,046</u>	<u>485,396</u>	<u>428,572</u>
<b>Non-compensation expenses:</b>					
Discounts and grants	325,182	-	-	325,182	278,234
In-kind expense	260,980	7,999	11,048	280,027	435,087
Professional services	78,390	846	25	79,261	65,761
Occupancy	39,335	1,035	1,035	41,405	41,819
Bandwidth and internet	27,703	736	70	28,509	45,164
Supplies	2,386	382	6,723	9,491	7,070
Fundraising expenses	3,533	-	4,960	8,493	1,339
Accounting fees	6,824	377	872	8,073	7,247
Travel	6,635	389	23	7,047	8,520
Miscellaneous and bad debt	5,000	682	356	6,038	16,658
Insurance	4,350	481	256	5,087	5,181
Telephone	3,085	734	401	4,220	5,546
Dues and subscriptions	3,027	644	246	3,917	460
Bank and credit card fees	2,005	228	93	2,326	1,566
Equipment rental and maintenance	1,761	-	-	1,761	2,365
Postage and delivery	1,123	81	120	1,324	466
Printing and copying	974	67	208	1,249	981
Staff development	776	202	97	1,075	2,004
Depreciation	-	-	-	-	21,417
Total non-compensation expenses	<u>773,069</u>	<u>14,883</u>	<u>26,533</u>	<u>814,485</u>	<u>946,885</u>
<b>Total expenses</b>	<b>\$ <u>1,181,320</u></b>	<b>\$ <u>47,982</u></b>	<b>\$ <u>70,579</u></b>	<b>\$ <u>1,299,881</u></b>	<b>\$ <u>1,375,457</u></b>

*See accompanying independent auditors' report and notes to financial statements.*



**OPEN MEDIA FOUNDATION**  
**Statements of Cash Flows**  
**For the years ended December 31, 2012 and 2011**

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities:		
Change in net assets	\$ 101,783	\$ 79,709
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation		21,417
Change in unrealized gains (losses)	27,933	(8,227)
(Increase) decrease in operating assets:		
Contribution receivable	(122,841)	50,194
Increase (decrease) in operating liabilities:		
Accounts payable	10,638	1,734
Accrued expenses	170,675	3,713
Accrued payroll liabilities	<u>1,080</u>	<u>(617)</u>
 <b>Net cash provided by operating activities</b>	 <b><u>189,268</u></b>	 <b><u>147,923</u></b>
 Cash flows from investing activities:		
Net change in investments	<u>11,728</u>	<u>18,707</u>
 <b>Net cash provided by investing activities</b>	 <b><u>11,728</u></b>	 <b><u>18,707</u></b>
 <b>Net change in cash and cash equivalents</b>	 <b>200,996</b>	 <b>166,630</b>
Cash and cash equivalents, beginning of year	474,441	307,811
Restricted cash	<u>(270,506)</u>	<u>(220,685)</u>
 <b>Cash and cash equivalents, end of year</b>	 <b>\$ <u>404,931</u></b>	 <b>\$ <u>253,756</u></b>

*See accompanying independent auditors' report and notes to financial statements.*

**OPEN MEDIA FOUNDATION**  
**Notes to Financial Statements**  
**December 31, 2012 and 2011**

**Note 1: Summary of Significant Accounting Policies**

This summary of significant accounting policies of Open Media Foundation (the Foundation) is presented to assist in understanding the Foundation's financial statements. The financial statements and notes are representations of the Foundation's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of financial statements.

**Nature of Operations**

The Foundation was incorporated on June 2, 2004 as a Colorado not-for-profit corporation under the name Deproduction, Inc.: The [denverevolution] Production Group. In 2009, the Foundation changed its name to Open Media Foundation. The Foundation exists to put the power of media and technology in the hands of the people in order to enable every person to actively engage in their community. The Foundation provides affordable media and technology equipment access, web and technology development and consulting with top-quality video, new media services, and affordable education in media and technology for all communities with a focus on non-profit organizations and low-income communities.

**Basis of Accounting**

The Foundation's financial statements are prepared on the accrual basis and accordingly reflect all significant receivables, payables, and other liabilities.

**Basis of Presentation**

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-210, *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC 958-210, the Foundation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted net assets. In addition, the Foundation is required to present a statement of cash flows.

**Cash and Cash Equivalents**

The Foundation considers all unrestricted highly liquid investments amounts retained in the investment accounts that are classified as available-to-spend or with an original maturity of three months or less to be cash equivalents.

**OPEN MEDIA FOUNDATION**  
**Notes to Financial Statements**  
**December 31, 2012 and 2011**

**Note 1: Summary of Significant Accounting Policies, continued**

Restricted Cash

Restricted cash includes unearned equipment fund amounts and a board restricted account held by financial institutions. The carrying value of the restricted cash accounts approximates fair value and total \$270,506 and \$220,685 at December 31, 2012 and 2011, respectively.

Accounts Receivable

Accounts receivable consists of receivables for services rendered by earned income programs, primarily web and video production clients. Based on the judgment of the Foundation and past collection histories, no allowances for bad debts were deemed necessary at December 31, 2012 and 2011. The Foundation wrote off bad debts of \$1,012 and \$16,160 during the years ended December 31, 2012 and 2011, respectively.

Property and Equipment

The Foundation is the exclusive public access provider for the City and County of Denver (the Agency) and receives equipment and maintenance support funds specifically designated for that equipment annually from the Agency to provide the contracted services. This purchased equipment remains the property of the Agency until it extends its useful life or becomes obsolete and the Agency decides to surplus the equipment. At this time, the Foundation has the option to take ownership of the purchased equipment. During the years ended December 31, 2012 and 2011, the Foundation did not take ownership of any equipment.

It is the Foundation's policy to capitalize property and equipment received from the Agency over the Foundation's expected useful lives of the assets. Property and equipment are stated at market value, and depreciation is calculated using the straight-line method. Audio video equipment is depreciated over 5 years and computer and software equipment is depreciated over 2 years. Gains and losses on fixed assets are recognized in the year of disposal. Repairs and maintenance charges, which do not increase the useful lives of the assets, are charged to operations as incurred.

Revenue and Support

The primary sources of revenue for the Foundation are contributions (cash and in-kind) from the Agency and contributions from individuals and corporations. In addition, earned income is derived from membership dues, education and certification fees, production services, and equipment and studio rental. Revenue is recognized when it is earned.

The Foundation accounts for contributions in accordance with the recommendations of FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*.

**OPEN MEDIA FOUNDATION**  
**Notes to Financial Statements**  
**December 31, 2012 and 2011**

**Note 1: Summary of Significant Accounting Policies, continued**

Revenue and Support, continued

In accordance with FASB ASC 958-605, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending upon the existence and/or nature of any donor restrictions.

All other restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When the restriction expires (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Income Taxes

No provision for income taxes is provided as the Foundation is exempt under Section 501(c)(3) of the Internal Revenue Code and the Colorado Income Tax Act of 1964. As a charitable organization, only unrelated business income, as defined by Section 509(a)(2) of the Internal Revenue Code, is subject to federal income tax. The Foundation had no unrelated business income tax liability at December 31, 2012 and 2011.

The Foundation has evaluated its tax positions for all open tax years. Currently, the years open for tax authority examination are 2010 through 2012 by the Internal Revenue Service. However, the Foundation is not currently under audit nor has it been contacted by this taxing authority. Based on the evaluation of the Foundation's tax positions, management believes all tax positions taken would be upheld under an examination. Therefore, no provision for the effects of uncertain tax positions have been recorded for the years ended December 31, 2012 and 2011.

Expense Allocation

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Indirect expenses are allocated to program and supporting services on the basis of the function and areas benefited and use of the assets. All other costs can be specifically identified with a particular function and are charged directly to that function.

Off Balance Sheet Credit Risk

The Foundation places its cash receipts and investments with financial institutions and attempts to limit the amount of credit exposure to the Foundation. On occasion throughout the year, the Foundation's cash on deposit with its financial service providers may have exceeded the insurance limit established by the Federal Deposit Insurance Corporation. The Foundation has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

**OPEN MEDIA FOUNDATION**  
**Notes to Financial Statements**  
**December 31, 2012 and 2011**

**Note 1: Summary of Significant Accounting Policies, continued**

Use of Estimates

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. In preparing financial statements, management is required to make estimates and assumptions that affect the reported period. Actual results could differ from those estimates.

Summarized Financial Information for 2011

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended December 31, 2011, from which the summarized information was derived.

Evaluation of Subsequent Events

The Foundation has evaluated subsequent events through May 22, 2013, the date at which the financial statements were available to be issued, and determined that no events have occurred subsequent to that date that required disclosure.

**Note 2: Investments**

The Foundation entered into an agreement with the Agency to provide Public Access TV services, including internet, audio, and television media services to the local public. Subsequently, the Foundation was approached to exchange one of its three Comcast Cable TV channels for a digital-tier channel. To compensate the Foundation and the Agency, Comcast contributed \$250,000, which was to be invested by the Agency to subsidize the Foundation's Public Access operations. With approval from City Council, the Foundation made arrangements to invest \$225,000 with two fund foundations in the local area as described below, with the aim of providing long-term sustainability for Public Access TV operations. The remaining \$25,000 was used according to contract requirements in 2007 and 2008.

Managed Fund

The Foundation invested \$125,000 with the Denver Foundation at market rates for a 10-year period with disbursements scheduled from 2008 through 2017. The Foundation agreed upon a disbursement option where the Foundation is allowed to transfer a percentage of the quarterly balance as defined in the agreement for general operations. As of December 31, 2012, the Foundation chose to leave the funds in the investment account until needed. The amount of Denver Foundation funds considered available-to-spend at December 31, 2012 and 2011 were \$103,708 and \$76,128, respectively. These amounts are included in cash and cash equivalents.

**OPEN MEDIA FOUNDATION**  
**Notes to Financial Statements**  
**December 31, 2012 and 2011**

**Note 2: Investments, continued**

Managed Fund, continued

The cumulative change in investment from December 31, 2011 to December 31, 2012 is as follows:

Beginning investment balance	\$ 122,963
Realized gain on investment	2,292
Unrealized gain on investment	15,456
Administration and management fees	<u>(1,896)</u>
Ending investment balance	138,815
Less available to spend balance	<u>(103,708)</u>
Restricted investment balance	<u>\$ 35,107</u>

Permanent Endowment

The Foundation invested the remaining \$100,000 with the Community First Foundation (Community First), which agreed to match \$.50 for every \$1.00 invested within the first two years of investing. The total invested in the permanent endowment is \$150,000. The Foundation is allowed to use the earnings on the invested amounts to subsidize operations, but the principle and matching contribution amounts are to remain invested in perpetuity with Community First. Community First guarantees a 5% interest rate on the investment for the first 24 months of investment. After 24 months, the amounts invested will accrue interest and earnings at prevailing market rates. As of December 31, 2012 and 2011, permanently restricted net assets totaled \$150,000.

The cumulative change in investment from December 31, 2011 to December 31, 2012 is as follows:

Beginning investment balance	\$ 151,442
Investment income	4,050
Realized gain on investment	4,486
Unrealized gain on investment	12,477
Earnings disbursement	(1,442)
Administration and management fees	<u>(1,609)</u>
Ending investment balance	169,404
Less available to spend balance	<u>(19,404)</u>
Restricted investment balance	<u>\$ 150,000</u>

Unrealized Gains and Losses

The unrealized gains and losses recognized on the above investments are presented as a non-operating line item on the Statement of Activities. The Foundation intends to track the fluctuations of these investments directly to net assets as they do not represent the core functions of the Foundation.

**OPEN MEDIA FOUNDATION**  
**Notes to Financial Statements**  
**December 31, 2012 and 2011**

**Note 3: Fair Values of Financial Instruments**

Effective July 1, 2008, the Foundation adopted FASB ASC 820, *Fair Value Measurements and Disclosures*. ASC 820 defines fair values, establishes a consistent framework for measuring fair value, and expands disclosure requirements.

Under ASC 820, assets and liabilities are grouped in three levels, based on the markets in which the assets and liabilities are traded and the reliability of the assumptions used to determine fair value. These levels are:

- Level 1 – Valuation is based upon quoted prices for identical instruments traded in active markets.
- Level 2 – Valuation is based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.
- Level 3 – Valuation is generated from model-based techniques that use significant assumptions not observable in the market. These unobserved assumptions reflect the Foundation's own estimates of assumptions that market participants would use in pricing the asset or liability. Valuation techniques include the use of option pricing models, discounted cash flow models and similar techniques.

Under ASC 820, the Foundation bases fair values on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements for assets and liabilities where there exists limited or no observable market data and, therefore, are based primarily upon the Foundation's estimates, are often calculated based on current pricing policy, the economic and competitive environment, the characteristics of the asset or liability and other such factors. Therefore, the results cannot be determined with precision and may not be realized in an actual sale or immediate settlement of the asset or liability. Additionally, there may be inherent weaknesses in any calculation technique, and changes in the underlying assumptions used, including discount rates and estimates of future cash flows, that could significantly affect the results of current or future values.

Fair value measurements for assets recorded at fair value on a recurring basis at December 31, 2012 and 2011 are \$185,107 and \$196,835, respectively. The Foundation does not have any Level 2 or Level 3 investments.

**Note 4: Donor-designated Endowments**

The Foundation's permanent endowment consists of one individual fund and earnings and appreciations thereof. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**OPEN MEDIA FOUNDATION**  
**Notes to Financial Statements**  
**December 31, 2012 and 2011**

**Note 4: Donor-designated Endowments, continued**

The Board of Directors of the Foundation has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets the original value of gifts donated to the permanent endowment. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund, (2) the purposes of the donor-restricted endowment fund, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investment, (6) other resources of the Foundation, and (7) the Foundation's investment policies.

*Investment Return Objectives, Risk Parameters and Strategies.* The investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, including fixed-income securities, equity securities, and alternative investments. The asset mix is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to grow the funds if possible. Therefore, the Foundation expects its endowment asset, over time, to produce an average rate of return of approximately 5% annually. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Endowment net asset composition for donor-designated endowment funds as of December 31 is as follows:

	<u>2012</u>	<u>2011</u>
Unrestricted	\$ 123,112	\$ 77,570
Temporarily restricted	35,107	46,835
Permanently restricted	<u>150,000</u>	<u>150,000</u>
Total net endowment assets	\$ <u>308,219</u>	\$ <u>274,405</u>



**OPEN MEDIA FOUNDATION**  
**Notes to Financial Statements**  
**December 31, 2012 and 2011**

**Note 5: Restrictions on Net Assets**

At December 31, 2012 and 2011, certain net assets have been classified as permanently or temporarily restricted for the following purposes:

<u>Temporarily Restricted:</u>	<u>2012</u>	<u>2011</u>
Denver Foundation	\$ 46,835	\$ 65,542
Re-classed to unrestricted	<u>(11,728)</u>	<u>(18,707)</u>
Total	<u>\$ 35,107</u>	<u>\$ 46,835</u>
 <u>Permanently Restricted:</u>		
Community First – Endowment	\$ 100,000	\$ 100,000
Community First Match – Endowment	<u>50,000</u>	<u>50,000</u>
Total	<u>\$ 150,000</u>	<u>\$ 150,000</u>

**Note 6: In-Kind Contributions and Expense**

Donated equipment is recorded at estimated fair value as revenue and expense or as capitalized assets, depending on the nature of the donation. The contribution of services is recognized if the services received either create or enhance non-financial assets or require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

In-kind donations of equipment and services recognized for the years ending December 31, 2012 and 2011 are as follows:

	<u>2012</u>	<u>2011</u>
Professional services	\$ 28,515	\$ 86,715
Equipment, leased	246,057	329,325
Equipment, consumable	2,191	11,073
Other	<u>3,264</u>	<u>7,974</u>
Total	<u>\$ 280,027</u>	<u>\$ 435,087</u>

**Note 7: Concentration**

The Foundation enjoys broad based support from individuals, businesses and various granting agencies in the community. In any year, it may receive large gifts and grants from donors who vary from year to year. For the years ended December 31, 2012 and 2011, the Foundation received approximately 20% and 30% of its revenue from in-kind donations, of which 88% and 76% was for equipment, respectively.

**OPEN MEDIA FOUNDATION**  
**Notes to Financial Statements**  
**December 31, 2012 and 2011**

**Note 7: Concentration, continued**

For the years ended December 31, 2012 and 2011, the Foundation received approximately 31% and 28% of its revenue from web and design, of which 43% and 64% was from development, respectively. For the years ended December 31, 2012 and 2011, the Foundation received approximately 23% and 21% from video and production, of which 61% and 70% was from government video production, respectively.

**Note 8: Commitments – Operating Lease**

The Foundation leased office space under a month-to-month lease agreement. Rental expense for the years ending December 31, 2012 and 2011 was \$41,405 and \$41,819, respectively

**Note 9: Related Party Transactions**

As of December 31, 2012 and 2011, \$380 and \$1,260 of unconditional contributions were contributed from Board members of the Foundation. These amounts were included in contributions reported in the statements of activities during the years the pledges were received.

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Putting the Power of the Media in the Hands of the People.



## Individual Membership Plans

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- For A Group Membership [Click Here](#)

Individual Membership Plans	Online Only Membership	Basic Membership	Equipment Access Membership	Equipment and Training Access Membership
Rate and comment on shows to determine what is on TV	Yes	Yes	Yes	Yes
Submit video content to air online and TV	No	Yes	Yes	Yes
30-50% Discount on all OMF Classes	No	Yes	Yes	Yes
Free access to DOM Studios, Editing, & Field Production equipment (with certification)	No	No	Yes	Yes

**Individual  
Membership Plans**

**Online Only  
Membership**

**Basic  
Membership**

**Equipment  
Access  
Membership**

**Equipment and  
Training Access  
Membership**

Unlimited free training & classes  
through OMF's Education  
Programs

No

No

No

Yes

Free

\$100

\$250

\$500

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## Membership and Content Agreement

The Open Media Foundation and Denver Open Media believe in the equal right for everyone to have a voice in their community. We believe that the more diverse the discourse of a society, the better informed we are and better able to make good decisions. We believe no organization or individual should have the right to determine which ideas do and do not have an opportunity to be heard. For this reason we have created the [Fairness Doctrine](#).

Our organization enables individuals and organizations with limited financial resources to produce independent and nonprofit media in the Denver community for a local and global audience. In developing partnerships throughout the community we strive to provide all the tools necessary to produce high-quality, professional media. In order to maintain and offer services to the community we must ask that members agree to abide by certain rules and procedures.

Please read and indicate at the bottom of the form that you understand and accept the terms of use at Denver Open Media.

### Producing at Denver Open Media

The following is an outline of the steps a member must take prior to being eligible to use/rent equipment or DOM facilities:

1. Complete online membership registration and pay for desired [membership type](#).
2. Sign up for and take all required [certification classes](#) offered by DOM to gain usage rights to the equipment and facilities.
3. [Activate a project](#) and [make reservations](#) following our [guidelines for use of equipment or facilities](#).
4. Produce and [submit](#) for cablecast and web streaming non-commercial programming that follows our [Content Agreement](#).



## Member Guidelines for Use of DOM Equipment and Facilities

1. Classes offered at Denver Open Media certifies members to use DOM equipment and facilities covered in the Field, Studio or Editing classes.
2. Once certified, you can rent DOM equipment at commercial rates, or you can purchase a DOM membership and check-out DOM equipment free of charge as follows:
  - DOM Field Membership - Individuals may reserve one complete field package, including but not exceeding: 1 camera and accessories, 2 batteries, 2 microphones and cables, one camera support, 1 light kit with accessories, field monitor and headphones for 24 hours, or for 72 hours if you rent Saturday-Tuesday. For equipment needed beyond these quantities members will be charged MEMBER rates. Field equipment users must follow the [field policies](#).
  - DOM Studio Membership - Individuals may reserve one studio for up to 3 hours. All DOM members are allowed to be camera crew and non-members can be “shadow camera crew” up to 2 times before membership is required. Studio users must follow the [studio policies](#).
  - DOM Edit Membership - Individuals may reserve one edit station for up to 6 hours. DOM will allocate 100 gigs of storage to be used by members for DOM programs. This is a working storage space and not meant for archival purposes. Please note that projects may be cleaned out after three months. Editors users must follow the [Editing policies](#).
3. If you are accessing our equipment through your DOM membership, all material you create using DOM equipment must be non-commercial in nature and be submitted to air on our channels with a [Creative Commons Attribution-Noncommercial-Share Alike license](#). If your material is commercial in nature and/or cannot air on our station, you must rent our equipment at the [COMMERCIAL rates](#).
4. If you are accessing our equipment through your DOM membership, NEITHER YOU NOR YOUR CREW MAY BE PAID TO PRODUCE YOUR VIDEO PROJECT. If you are getting paid you must rent the equipment at the [COMMERCIAL rates](#). Certain exceptions are made for nonprofit organizations, based on project proposals. Please see our Station Director for more information.
5. Uncertified people cannot touch DOM equipment except where the shadow policies apply, see #2, Studio Membership.
6. All payments are due up front, and a copy of a credit card and drivers license and deposit may be required. Click [here](#) for info on the bounced check policy.

## Reservations / Checking in and out

To make a reservation you must have an active membership, the proper certifications and an active project. All equipment and studio time must be reserved via the website, and should be done in advance. DOM will provide computer and Internet access for members needing to make online reservations. Drop-ins are allowed, but the same rules of use apply.



Please see [Field Policies](#) for details on picking up and returning equipment, late fees and missing or damaged equipment.

### **Underwriting Policy**

The membership program at DOM is designed to ensure that everyone in our community can access the communications technology resources they need to participate in our local media communications. Equipment is made available through subsidies from Comcast and the City of Denver, and free use of that equipment is restricted for noncommercial projects. DOM is responsible for ensuring that those subsidies do not constitute unfair competition against commercial equipment rental operations in Denver, and that we are only providing free equipment access to projects that could not otherwise be completed.

In general, when a project has underwriting support, it has sufficient funding to rent equipment from a commercial rental house, or at DOM's commercial rental rates. For that reason, no underwriting recognition is permitted for shows which were created using free or discounted equipment through a DOM membership. An exception can be made for small underwriting amounts (under \$5,000), provided that the underwriting support is donated directly to DOM or the Open Media Foundation, not to the show producer. Any underwriting support received is then credited against the producer's account to cover membership, training, or equipment rental costs.

There are no restrictions on underwriting recognition (or any other content restrictions) for producers renting DOM equipment at commercial rental rates.

### **Member Responsibilities**

Denver Open Media members must be aware of all of the rules detailed in the Membership Agreement. Failure to observe these rules could result in a loss of privileges at DOM.

- Members must act in accordance of the [Code of Conduct](#) and are responsible for the conduct of everyone participating in their production and guests invited into the facilities.
- Your video project must be non-commercial in nature and adhere to the Denver Open Media policy regarding [Creative Commons Licensing](#) and [Copyright policy](#).
- Members are not required but encouraged to take an orientation course prior to becoming a member. [Your Voice, Your Media](#), 1st and 3rd Wednesdays, 5:30-6:30pm. Follow link for upcoming schedule and to make a reservation.
- Members must be certified to use equipment and facilities. Those who have prior experience with editing software (Final Cut Pro) and/or field camera equipment can opt to Test-Out of our [certification classes](#). For those who are in

need, there are scholarships available for all classes. Please click [here](#) for more info on class fees, test-outs and scholarships.

- Members are to exercise extreme care and common sense when operating all equipment whether in the studio or when using field equipment.
- Members are responsible for inspecting all equipment at the time of rental. Members will be held financially liable for missing equipment and for the repair or replacement of equipment damaged by negligence or misuse upon return.
- Under no circumstances shall any member attempt any maintenance, repair, or adjustment to any equipment rented. Any member attempting any of the above shall have their member privileges revoked. All problems should immediately be brought to the attention of the Station Director.
- All use of DOM equipment or facilities must result in a non-commercial Creative Commons program and submitted for airing on DOM channels and streaming on the website.
- All member producers are responsible for submitting programs that are in compliance with the [Content Agreement](#).

### **Denver Open Media's Responsibilities**

DOM's responsibilities to our members:

- Studio, editing and field equipment will be provided by DOM for use by members and will be maintained by DOM.
- DOM will provide the equipment and instruction for members to upload programming for the access channels and for web streaming.
- DOM will provide Internet services to members in order that they may complete all required forms and other materials needed for membership.
- DOM will provide qualified and knowledgeable staff and interns to offer orientations, workshops and provide assistance to members.
- DOM will provide a productive and user-friendly environment.
- Do our utmost to inform membership of changes to policies and procedures.
- Allow members in a productive manner to provide comments and feedback to the processes and procedures at DOM.
- If for some reason you are not satisfied with your membership within 30 days, you may request a refund under the [Refund Policy](#) guidelines.

### **Failure to Comply with Stated Policies and Applicable Law**

DENVER OPEN MEDIA is committed to providing video production facilities and workshop trainings at reduced costs for the production of non-commercial Public Access programs. All users are welcome to use the facilities in the manner described in existing policies. The Executive Director or Station Director may impose, at his/her discretion, sanctions and penalties for failure to comply with DENVER OPEN MEDIA policies.

Facility users are responsible for their actions within the facility and the care of the equipment they use. DENVER OPEN MEDIA may require reimbursement for replacement or repair of property and equipment damaged by facility users. At the discretion of the Executive Director, persons who fail to pay for such reimbursements or whose behavior is not in accordance with DENVER OPEN MEDIA's Code of Conduct, Programming and Member Policies may be suspended or banned from use of the facilities.

DENVER OPEN MEDIA will make every reasonable effort to inform individuals about programming policies and prohibitions when a violation has occurred and to cure those violations. DENVER OPEN MEDIA reserves the right to take any action with regard to program scheduling and transmission to comply with applicable law and to ensure compliance with these policies, including but not limited to immediately suspending access rights.

## **Programming Policies and Content Restrictions**

### **Series Programming Policy**

Members who are at least programming level members and are willing to commit to submitting new content on a regular basis can request *one* series timeslot of either a half hour or hour. The timeslot must be chosen from within the themeblock timeslots for the program. The timeslot will remain consistent until either June 1st or December 1st, at the time of the bi-annual "Mix-Up" in which theme blocks are moved around and producers can request timeslot changes. Producers must have at least 2 shows ingested, and uploaded on DOM website. Once given a timeslot event and proper scheduling permissions, producer are responsible for schedule their own shows.

### **Procedure to Schedule Series**

- Review available timeslots in program's theme block.
- Make sure producer does not already have another series.
- Producer has at least two new programs to schedule (they should be ingested, and uploaded on DOM website).
- Producer must complete this [Series Application webform](http://denveropenmedia.org/series-timeslot-request-and-agreement) (<http://denveropenmedia.org/series-timeslot-request-and-agreement>).
- Producer will be given a recurring timeslot event for the series and permissions to self-schedule their shows from one project.
- PRODUCERS are responsible for scheduling their own show once given proper site permissions. Self-Scheduling should be done before Saturday for the following week. Saturdays the upcoming week's schedule is reviewed for programming holes and all empty slots must be filled.
- Repeats are only allowed four times per season. This means that over the course of the season members must continually ingest and upload new programs.



- Failure to provide new programming as scheduled will lead to program cancellation and restrictions in scheduling future programs. Accumulation of multiple programming suspensions may result in a permanent ban from the use of DENVER OPEN MEDIA's facility and/ or prohibition from scheduling future programs.

### **Content Ingest Legal Agreement**

While Denver Open Media is not responsible for the content submitted to our station/website, members must confirm that the content being provided is not contrary to local, state or federal laws, regulations, or Denver Open Media procedures and policies. Complete Program Content Legal Guidelines are posted below, but in the most basic terms, you agree that the material that you are submitting to Denver Open Media does not include:

1. Any material violating any state or federal law;
2. Any material that is libelous, slanderous, or otherwise defamatory, or constitutes an unlawful invasion of privacy;
3. Any advertising or material that promotes any commercial product or service;
4. Any use of material that violates statutory or common law copyright

Additionally, if DOM's equipment and facilities were used in production, unless commercial rates were applied, it be released under a [Creative Commons Attribution-Noncommercial-Share Alike license](#) and that it can be shared with other noncommercial entities. If any programming submitted for cablecast and web streaming by any member violates these provisions, Denver Open Media shall refrain from cablecasting or re-cablecasting the programming and will also impose any other sanctions against the membership as dictated by the rules and regulations.

### **Creative Commons/Copyrights**

Open Media Foundation and DOM rent out studios and production equipment for commercial use at standard rates. Only noncommercial, public access, creative commons projects qualify for the use of equipment and studios at a discounted rate. If members want to own exclusive copyrights to their work, or if they want to produce commercial content, it will not air on the Denver Open Media public access channels, and members must pay [COMMERCIAL rates](#) for use of studios and equipment.

### **Three Strikes Rule**

Members are expected to comply with all programming guidelines. Members will be penalized in the following manner if a violation occurs:

Strike one: Show gets deleted from database

Strike two: All shows get deleted from database

Strike three: Membership is revoked

Permission to Use Content

### **Adult and Explicit Content Restrictions**

The following restrictions apply to all public access programming on Denver Open Media's website and channels.

Programs may not contain: Solicitation, advertising, bartering or promotion of commercial products, services, or transactions; Material that is, slanderous, libelous, an invasion of privacy, or made unlawful; Material that is obscene; (Obscenity is defined as material that the average person, applying contemporary community standards, would find that considered as a whole, its predominant appeal\* is to the prurient interest in sex and it depicts or describes in a patently offensive manner, actual or simulated: sexual intercourse, sodomy, sexual bestiality, masturbation, sadism, masochism, excretion, or lewd exhibition of the genitals, and considered as a whole lacks serious literary, artistic, political, and scientific value.)

\*Predominate appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or the circumstances of its dissemination to be designed for children or other specially susceptible audience.

Current enforcement policy identifies as obscene any video which includes genital contact in any sexual content as well as any sexual oriented situations involving minors, or humans and animals. Sexuality involving human excretory products is also not allowed. These rules do not apply to simulated sexuality between adults or any legal activity between adults which does not show the genitals.

Programs containing mature themes, mild profanity, or lifelike imagery of nudity for the purposes of artistic, literary, political, or scientific discourse will be scheduled after 10:00pm. Programs containing depictions or simulations of sexual intercourse will be scheduled after 10:00pm.

Programs containing and / or entitled with excessive vulgar language, nudity, extreme physical violence, extreme degradation, graphic depiction of invasive medical procedures or indecent material will be preceded by a message advising viewer discretion and will be scheduled between the hours of 10:00 p.m. and 6:00 a.m. Indecent material is defined as material that describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards.

DENVER OPEN MEDIA wants to provide a means of notifying parents or guardians when programming appears on the access channels that may be inappropriate for children. DENVER OPEN MEDIA also wants to assist people in making informed viewing decisions while providing an opportunity for all forms of expression without censorship and

in accord with existing laws. Channel users shall be responsible for notifying DENVER OPEN MEDIA if their program contains material requiring an advisory message and must indicate adult content by rating shows for Mature Audience (MA) when submitting content on the show web form. It is a violation of DENVER OPEN MEDIA policy to submit for cablecast programming that is obscene or otherwise made unlawful.

### **Commercial Programming Restriction**

Commercial Programming is strictly prohibited on the public access channels. As noted above, programs may not contain solicitation, advertising, bartering or promotion of commercial products, services or transactions. Programs may not contain commercial telephone numbers or websites anywhere within the program except as noted below under "Program Credits for Contribution of Goods and Services," nor may programs contain information about purchasing a product or service.

Material concerning lottery information, gift enterprise, or similar scheme; Unlawful use of material requiring union residual, or other payment including but not limited to talent and crew; Unlawful use of material that is copyrighted or subject to ownership or royalty rights, right of publicity, or other payment.

DENVER OPEN MEDIA recognizes the commercial nature of non-original record and Film Company produced programming, including music videos and film trailers. In order to prevent the promotion of commercial products on the public access channel, programs containing more than 50% of such material are prohibited.

(Commercial program providers are encouraged to contact their local cable company regarding "leased access" and "commercial use" cable channels. In Denver, these channels are administered by Comcast; these channels are not affiliated with DENVER OPEN MEDIA.)

### **Representation of Authorizations**

Channel users must represent that they have obtained all necessary permission for material and individuals appearing in their programs. Channel users are required to provide satisfactory evidence of such permission upon request by DENVER OPEN MEDIA. Submitting false information in connection with scheduling a program will result in program cancellation and restrictions in scheduling future programs.

### **Charging for Time on the Access Channels**

Time on the public access channels is available free of charge to paying members of DENVER OPEN MEDIA. Members may not require compensation from individuals in exchange for appearing on a public access channel. Furthermore, channel time may not be bartered or sold.



### **Program Credits for Contribution of Goods and Services**

Programs may contain credit for individuals, businesses or other organizations that have contributed goods, services or funding used in the program production. Individual credits for such contributions are limited to fifteen seconds.

Total credits for all contributions are limited to sixty seconds. Credits may include an acknowledgment of the contribution made. Credits may not contain any advertising information. The following guidelines apply to all credits for contributors:

- Credit must appear at either the beginning or end of the program;
- Credit may be aural, visual or both;
- Credit may include a logo;
- Credit may include a name, address, and phone number;
- Credit may include a phrase describing the business of the contributor and the nature of the contribution;
- Credit may not contain any qualitative or promotional information.

### **Phone Numbers, Website Addresses and Other Contact Information**

Only non-commercial phone numbers and website addresses can be displayed throughout the duration of programming. This does not apply to commercial phone numbers or websites, which can only be displayed as a credit for contribution of goods and services.

### **Solicitation by Non-Profits**

Solicitation of funds during access programs is limited to non-profit organizations, pending DENVER OPEN MEDIA approval. An IRS letter of determination indicating 501 (c) (3) status must be submitted, and funds raised must go directly to DENVER OPEN MEDIA or its parent company, Open Media Foundation, who can then pass on the donations to the approved NonProfit, minus 25%. Only Colorado-based non-profit organizations may fundraise. The IRS letter of determination must be on file with DENVER OPEN MEDIA prior to any solicitation of funds. The 501 ( c ) 3 determination does NOT apply to political fund-raising, religious organizations (such as churches, synagogues, mosques, and other places of worship), and to certain types of foundations. The 501 ( c ) 3 is a federal designation, not a state or city designation.

### **Limits of Liability**

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Date

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Please Print Full Name

Signature

- 
- **Partners**
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  - **Report a Problem**



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- 
- **Partners**
  - **Policies**
  - **Press**
  - **Staff**
  - **Work with Us**
  - **Report a Problem**



# CERTIFICATE OF LIABILITY INSURANCE

OPENM-2

OP ID: MB

DATE (MM/DD/YYYY)  
01/22/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Freeman Insurance West 405 Urban St, Suite 130 Lakewood, CO 80228-1211 Susan V. Freeman Fischer, CIC	303-962-0811	<b>CONTACT NAME:</b>	
	303-962-0817	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b> melanieb@freemaninswest.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Auto-Owners Insurance Co.	18988
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**INSURED**  
 Open Media Foundation, Inc.  
 700 Kalamath Street  
 Denver, CO 80204

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	124632-74062932-13	02/01/13	02/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ EXCLUDED
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X	121732 74038409	02/01/13	E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of subrogation is included with respect to General Liability and Workers' Compensation in favor of The City and County of Denver, its elected and appointed officials, employees and volunteers • The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on the General Liability Policy as

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITYD-7	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Susan V. Freeman Fischer, CIC

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**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** TECHS-201313081-00

**Contractor Name:** OPEN MEDIA FOUNDATION

By: 

Name: Anthony Shawcross  
(please print)

Title: Executive Director  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

