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Details: Public Hearing (10/18/2007) on WisconsinEye license agreement

(FORM UPDATED: 08/11/2010)

WISCONSIN STATE LEGISLATURE ... PUBLIC HEARING - COMMITTEE RECORDS

2007-08

(session year)

Senate Special

(Assembly, Senate or Joint)

Committee on ... Oversight of Senate Broadcasting (SSC-OSB)

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
(**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
(**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

* Contents organized for archiving by: Gigi Godwin (LRB) (November/2011)

Daggs, Kathy

From: Marchant, Robert
Sent: Tuesday, October 09, 2007 2:25 PM
To: Daggs, Kathy
Subject: WisEye oversight committee

Kathy—

Here is the operative language from the directive to the committee that Sen. Kreitlow will now be chairing:

“No later than October 26, 2007, the committee shall report to the Committee on Senate Organization its findings with regard to the operation of Article IV of the License Agreement and any changes to the License Agreement that the committee recommends the Committee on Senate Organization implement.”

I will notify you a.s.a.p. once the system is updated to reflect the change in committee membership.

Rob

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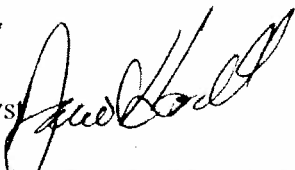




WISCONSIN LEGISLATIVE COUNCIL

*Terry C. Anderson, Director
Laura D. Rose, Deputy Director*

TO: SENATOR PAT KREITLOW

FROM: David L. Lovell, Senior Analyst 

RE: Six-Month Review of WisconsinEye and the Role of the Senate Committees on Organization and Oversight of Senate Broadcasting

DATE: October 10, 2007

This memorandum describes the Senate's authority to review the operations of WisconsinEye during its first six months of operation, and provides a brief overview of the powers and duties of the Senate Committees Organization and on Oversight of Senate Broadcasting relating to this review.

BACKGROUND; THE "AGREEMENT"

WisconsinEye's broadcasting of Senate proceedings and the relationship between the Senate and WisconsinEye are governed by an agreement between the Senate, the Department of Administration, and WisconsinEye, executed August 11, 2005 ("the agreement"; copy attached). In broad terms, the agreement gives WisconsinEye exclusive authority to install facilities in the State Capitol and Senate chambers and hearing rooms for the purpose of broadcasting Senate proceedings. The agreement includes provisions regarding the installation and ownership of the facilities, the ownership and availability of WisconsinEye's signal, and general contract requirements. The term of the agreement is seven years.

Of particular interest for purposes of this memorandum, the agreement also includes protocols for the coverage of legislative proceedings by WisconsinEye. [Article IV, *Required Legislative Protocols*, pages 10 to 15 of the agreement.] The protocols address the following topics:

- Prohibition on the political or commercial use of the WisconsinEye signal.
- Coverage of legislative proceedings.
- Recording notification.
- Shot selection and recording parameters.

- Legislative oversight functions.

The last item listed includes provisions relating to a six-month review of the operations of WisconsinEye, subsequent oversight of WisconsinEye, termination of the agreement, and other provisions. The six-month review is the principal subject of this memorandum.

SIX-MONTH REVIEW

Review Period

“Because these protocols are new to the Senate,” the agreement directs the Committee on Senate Organization to undertake a review of the protocols during the first six months of WisconsinEye’s operation. The agreement specifies that, if the first six months of WisconsinEye’s operation do not include at least three floor periods, the review period is extended until the conclusion of the third floor period following the start of operations.

WisconsinEye first broadcast legislative proceedings, and so commenced operation, on May 16, 2007. The six-month period following that date, which ends on November 15, 2007, includes three floor periods; consequently, *the six-month review period ends at the close of business on November 15, 2007.*

Senate Committee on Organization

The agreement states that “*The Committee on Senate Organization reserves the right to modify the protocols, as it deems fit, at that time.*” It appears that the words “at that time” mean the end of the six-month review period. Consequently, the committee’s authority to modify the protocols expires at the close of business on November 15, 2007, unless the review period is extended.

Senate Committee on Oversight of Senate Broadcasting

The agreement directs the Committee on Senate Organization to establish a six-member special committee comprised of equal numbers of majority and minority party Senators for the purpose of monitoring operation of the protocols during the review period. That committee is the Senate Committee on Oversight of Senate Broadcasting, which you chair. The agreement directs that committee to *report to the Committee on Senate Organization before the expiration of the review period* concerning the operation of the protocols and making recommendations concerning modifications to the protocols.

Comments

Note the following points:

- Since the Committee on Senate Organization has only until the end of the six-month review period to exercise its right to modify the protocols, it would be prudent for the Senate Committee on Oversight of Senate Broadcasting to complete its work and make its recommendations far enough in advance of November 15 to give the Senate Committee on Organization time to consider and act upon the recommendations.

- The six-month review period expires in slightly more than one month from the date of this memorandum.

If you have questions regarding legislative oversight of WisconsinEye, please contact me directly at the Legislative Council staff offices.

DLL:jal:jb;wu

Attachment

July 5, 2005

**License Agreement Between
State of Wisconsin and WisconsinEye
(Senate)**

WHEREAS, WisconsinEye Public Affairs Network, Inc. (hereinafter "WisconsinEye"), a Wisconsin not-for-profit corporation, desires to install cable and fixtures in rights-of-way, the interior space and conduits leading to the State Capitol Building (hereinafter "Capitol"); and

WHEREAS, the State of Wisconsin desires to allow WisconsinEye to install such equipment for the purpose of providing the public with coverage of legislative proceedings; and

WHEREAS, WisconsinEye is willing to provide this service without state funding; and

WHEREAS, WisconsinEye is willing to donate to the State of Wisconsin needed equipment for the above purpose such as, but not limited to, fiber optics cable, equipment (excluding cameras), and appurtenances to be installed in conduit, right-of-way and interior spaces of the Capitol Building;

NOW, THEREFORE, WisconsinEye and the State of Wisconsin agree as follows:

- I. INTRODUCTION. This License Agreement (this "Agreement") is made and entered into effective as of the 11th day of August, 2005, among WisconsinEye Public Affairs Network, Inc., a Wisconsin not-for-profit corporation ("WisconsinEye"), and the undersigned designees of the State of Wisconsin. This Agreement uses the term "broadcasting" in the general sense of signal transmission by any means, including via cable or air, and not in any more narrow sense as may be reflected in federal or state legal definitions.
 - A. LICENSING AGENCY. The State of Wisconsin (the State), acting through the Committee on Senate Organization and the Department of Administration (DOA), enters into this Agreement with WisconsinEye.
 - B. CONTRACT ADMINISTRATION. The Agreement will be administered by the Wisconsin Department of Administration and the Senate. DOA has final authority, subject to approval of the Governor and the State Capitol and Executive Residence Board (SCERB) (and, as appropriate, the State Building Commission), for all aspects of contract administration that affect the physical structure of the State Capitol, such as the location of fixtures attached to the State Capitol and the placement of fiber optic and other cables. In addition, the Committee on Senate Organization must approve the installation of cameras in the Senate chamber and Senate hearing rooms.
 - C. RELATED AGREEMENTS. WisconsinEye shall not enter into an agreement which materially differs from this Agreement with other

agencies or branches of state government except for those provisions which relate exclusively to the broadcast of legislative proceedings unless agreed to by all parties to this Agreement. Each branch of state government may establish its own protocols with WisconsinEye.

II. SCOPE OF SERVICES; LIMITATIONS.

A. APPROVAL REQUIRED.

1. For the purposes of this Agreement, "signal transmission equipment" is defined as video cameras and audio equipment and connecting cables and wireless transmission equipment. WisconsinEye shall install signal transmission equipment in the Capitol only in specific locations approved by SCERB and DOA, acting through the Division of State Facilities, and operated in accordance with the protocols approved by the Committee on Senate Organization, and, when applicable, the Governor and the Supreme Court. In addition, the Committee on Senate Organization must approve locations for signal transmission equipment in the Senate Chamber and the Senate hearing rooms.
2. All Employees of WisconsinEye and any of its contractors shall be required to submit information for security background checks prior to working within the Capitol and shall be required to sign a confidentiality agreement with respect to the Capitol security, HVAC and electrical systems. Any employee or contractor who fails to obtain a security clearance or who has not signed the confidentiality agreement shall be prohibited from having access to the Capitol premises while acting under this Agreement.
3. For purposes of this Agreement, "camera" means the camera body, attached lens, attached robotic head and mounts, associated power supply, and attached microphone.

B. INSTALLATION. Prior to installation of any signal transmission equipment, WisconsinEye shall submit complete plans and specifications to the Administrator of the Division of State Facilities for approval. Such plans shall include cameras, equipment, cable, and appurtenances, proposed cable routes, specific camera placements, equipment locations and any other information requested by the Division Administrator. Such plans shall also describe the methods of installation and the plans and precautions necessary to avoid damage to the Capitol or its furnishings, fixtures and equipment. These materials shall be known as the Construction Documents and shall include all proposed work. The State shall have 45 days to review the plans, specifications and documents submitted during which time it will meet and discuss the installation documents with WisconsinEye. DOA will submit copies of the Construction Documents to the Chief Clerk of the Senate, SCERB, and the State Building Commission for approval. The State, in its sole discretion, may approve or reject any such Construction Documents. No

installation shall cause interference with the state's communication facilities installed within the Capitol or any other state facilities. No camera may be affixed to the Capitol without the approval of SCERB. All cameras mounted shall use a removable clamping system that does not involve the drilling of holes or any other permanent damage to the Capitol, unless specifically authorized by SCERB. WisconsinEye shall also submit the names, qualifications and evidence of insurance for each contractor or subcontractor proposed by WisconsinEye to perform work under this Agreement and shall attend an orientation seminar to educate and sensitize the workers to the importance of the materials in the Capitol. Construction documents shall be submitted within 60 days of execution of this Agreement.

- C. IMPLEMENTATION. WisconsinEye shall submit a proposed Critical Path Implementation Schedule (the "Schedule") for the installation which minimizes disruption of legislative and other governmental activities and public access to the Capitol. The Schedule must identify all WisconsinEye activities. The Schedule must be approved by the Division of State Facilities and, for Senate spaces, the Committee on Senate Organization before any work commences. The Schedule shall be submitted within 60 days following execution of this Agreement. The Schedule shall include a weekly schedule for the installation which identifies all WisconsinEye activities. No Installation or Broadcasting may occur until the Schedule and Construction Documents have been approved by the SCERB, the Department of Administration and, with regard to Senate spaces and proceedings, the Committee on Senate Organization. The Department of Administration shall have the right to stop installation work when in its determination the historical integrity or security of the Capitol is endangered, or the work is not in conformity with the Schedule or the Construction Documents. The Schedule shall be updated weekly and the updates shall be approved by the DOA Division of State Facilities and, with regard to Senate spaces and proceedings, the Committee on Senate Organization before implementation of any changes to the schedule and any work continues.
- D. BROADCASTING COMMENCEMENT DATE.
1. If the WisconsinEye has not started broadcasting of legislative proceedings by 6 months after the approvals required in Sections I.B. and Article II have been received, this agreement shall immediately terminate.
 2. If WisconsinEye has not started regular, ongoing broadcasting of executive branch or judicial branch proceedings by 18 months after the approvals required in Article II have been received, this Agreement shall immediately terminate.
- E. TRANSMISSION RIGHTS. The State shall grant to WisconsinEye the authority, right and privilege, subject to the terms of this Agreement, to operate and maintain lines and other appurtenances necessary for the

operation of the signal transmission equipment in the Capitol for the purpose of transmitting legislative proceedings in accordance with Article II, Section F. below and with the legislative protocols found in Article IV.

F. SIGNAL OWNERSHIP AND AVAILABILITY.

1. Signal ownership and selection. Except as provided in 6.c. below, all signals, audio as well as visual, resulting from WisconsinEye's coverage of legislative proceedings, whether held in the Capitol or elsewhere, and whether transmitted or recorded via equipment that is mobile or installed in the Capitol, shall be owned by WisconsinEye. WisconsinEye shall select all such signals as required by the protocols stated in Section IV of this Agreement before transmission, whether for use as pool feed or as any other type of signal, from WisconsinEye's signal selection location.
2. WisconsinEye pool feed. Immediately after signal selection in accordance with the preceding paragraph, and any security time shift, WisconsinEye shall make available a pool feed, in a location approved by DOA within the State Capitol, of legislative proceedings that WisconsinEye is in the process of covering at no charge on a nondiscriminatory basis to any bona fide news organization or program provider, and any provider of telecommunications, satellite, cable, broadcast or information services. The purpose of the pool feed shall be limited to spot news gathering. Spot news gathering shall be defined as timely, editorial information for public consumption relating to daily legislative events or actions. Occasional full length coverage of individual event state proceedings will be permitted only with prior notice to WisconsinEye. The WisconsinEye pool feed shall not be made available for live coverage without WisconsinEye's permission to other broadcast service providers or any cable or satellite television broadcaster operating on a cable or satellite television system that carries the continuous WisconsinEye Channel.
3. WisconsinEye program signals. "WisconsinEye program signal" means a signal originated, edited and programmed by WisconsinEye. WisconsinEye may set a reasonable price per program or per unit of time for part or all of a WisconsinEye program signal that it provides to any bona fide news organization, program provider, and any provider of telecommunications, satellite, cable, broadcast or information services requesting a WisconsinEye program signal. WisconsinEye shall provide all program signals to such requesters on equal terms, e.g., at the same price per program or per unit of time, on a nondiscriminatory and nonexclusionary basis.
4. Schools, libraries, and government. WisconsinEye shall make its programming of legislative proceedings available, free of charge, to dedicated networks that have signed user agreements serving state agencies, schools, higher education institutions, libraries, and municipalities. In addition, upon request of the Committee on Senate

Organization, WisconsinEye shall provide the Senate, free of charge, with a live, direct feed of its titled Senate programming for use in Senate-produced communications and educational materials in compliance with the required User Agreement. WisconsinEye's Senate programming may not be made available for later viewing at legislative websites, except that segments may be presented from such sites as part of Senate-produced communications or educational materials. WisconsinEye shall cooperate with the Legislative Technology Services Bureau (LTSB) to provide a direct link to its video stream programming, including audio, from the Legislature's Internet Site for "In Session Assembly", "In Session Senate", "Senate Committee Meetings", and "Assembly Committee Meetings."

5. WisconsinEye's Internet Site. WisconsinEye shall establish and maintain an Internet Site using sufficient bandwidth to accommodate anticipated and reasonable demand for WisconsinEye's coverage of legislative proceedings as streaming media files. WisconsinEye's Internet site shall index and provide access, free of charge, to streaming media files for all events it covers, as well as to daily schedules of legislative proceedings intended to be covered, cable television channel locations in various communities, the mission of WisconsinEye, contact and other information and active links to the Legislature's web sites. WisconsinEye and the Committee on Senate Organization or its delegee will mutually develop a system for specifying frequent on-screen information that correctly identifies speakers (including applicable rank, party affiliation and district or home town), as well as bill numbers, captions, motions and helpful Internet links for Senate proceedings. WisconsinEye shall identify all programming as either being "live," "from earlier today" or "recorded on [date]."
6. Archiving.
 - a. WisconsinEye shall record, index and archive its coverage of legislative proceedings. The general public shall have Internet access to this archive at no cost. While the Internet-accessed archive will not be broadcast quality, request can be made to WisconsinEye for broadcast-quality archived material, for which WisconsinEye may charge a fee. WisconsinEye shall require a User Agreement for any persons purchasing or using the archived material as specified in Article IV.A.
 - b. WisconsinEye shall make available broadcast-quality archived material to the Committee on Senate Organization or its delegee, at no cost for the purpose of making a record of significant events. Any copies of archived materials made by the Committee on Senate Organization or its delegee under this provision shall be subject to a User Agreement to

be negotiated between WisconsinEye and the Committee on Senate Organization.

- c. If WisconsinEye should ever be dissolved or liquidated, WisconsinEye shall transfer its complete archive to the State Historical Society at no cost.
- d. If this Agreement is terminated for any reason other than the dissolution and liquidation of WisconsinEye, WisconsinEye shall continue to make available broadcast-quality archived material to the Committee on Senate Organization or its delegee, at no cost for the purpose of making a record of significant events. Any copies of archived materials made by the Committee on Senate Organization or its delegee shall continue to be subject to the User Agreement to be negotiated between WisconsinEye and the Committee on Senate Organization.
- e. WisconsinEye shall maintain a daily, mirror image backup of all archived material at an offsite location.
- f. WisconsinEye shall make available select copies of broadcast-quality archived material to the State Historical Society determined by the State Historical Society to be of long-term significance and at no cost, provided the State Historical Society enters into a User Agreement with WisconsinEye and refrains from selling the archived material.

- G. **SIGNAL TRANSMISSION EQUIPMENT AND EXCLUSIVE OWNERSHIP**
The State shall own all signal transmission equipment (excluding cameras) installed under this Agreement. During the term of this Agreement, WisconsinEye shall have the exclusive use of the signal transmission equipment and the State shall assign all warranty and service agreements to WisconsinEye. WisconsinEye shall be responsible for the enforcement of all service agreements and warranties, and for payment of any fees or deductibles relating to the warranties and service agreements.
- H. **TERM OF LICENSE.** This Agreement shall be in full force and effect unless sooner terminated pursuant to the terms and conditions herein for a period of 7 years from the effective date of this Agreement.
- I. **LIMITATION UPON LICENSE.** Any privilege claimed under this Agreement in any State of Wisconsin conduit or right-of-way shall be subordinate to any prior lawful occupancy or any subsequent legal exercise of the powers of the State of Wisconsin. WisconsinEye shall not allow any liens to attach to any lines or equipment installed or utilized in, on or through the Capitol.
- J. **CONSTRUCTION TIMETABLE.** Fiber optic lines installed by WisconsinEye in the Capitol must be energized, extended and connected

July 5, 2005

within 6 months after the approvals required in Sections I.B. and Article II have been received, or the Agreement will terminate.

- K. MAINTENANCE AND REPAIR. WisconsinEye shall repair, maintain and upgrade, where practicable, the cameras, equipment, appurtenances, and all cable and equipment it places in the Capitol under this Agreement, and shall transfer ownership of the equipment (excluding cameras), appurtenances and lines to the State of Wisconsin upon installation without charge of any kind.
- L. COST. WisconsinEye shall be responsible for all costs associated with this Agreement. There shall be no costs to the State for the term of this Agreement.

III. GENERAL REQUIREMENTS.

- A. INDEMNIFICATION. WisconsinEye expressly acknowledges and agrees, by acceptance of this Agreement, to indemnify, defend and hold harmless the State, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the State or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from WisconsinEye's acts or omissions in the exercise of its rights under this Agreement, whether caused by or contributed to the State or its agents or employees. This indemnification provision shall not apply to damages arising from the sole negligence of the State or its employees, officers or agents.
- B. LIABILITY INSURANCE. WisconsinEye shall maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be five million dollars (\$5,000,000) liability for bodily injury and property damage including product liability and completed operations. WisconsinEye shall provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be two million dollars (\$2,000,000) per occurrence combined single limit for automobile liability and property damage. Such liability insurance shall be kept in full force and effect during the existence of this Agreement and all renewals and extensions thereof. Any contractors of WisconsinEye performing on behalf of WisconsinEye pursuant to this Agreement shall also be insured as required herein. The State shall be named as an additional insured on all policies. Prior to commencing work under this Agreement, WisconsinEye shall provide an acceptable insurance certificate and if requested, a copy of the insurance policy to the State Bureau of Risk Management.

C. APPLICABLE STATE EMPLOYMENT LAW. WisconsinEye and its subcontractors shall comply with all applicable state and federal employment laws, and shall maintain, throughout the term of this agreement, worker's compensation insurance as required by Wisconsin Statutes for all employees performing services under this Agreement.

D. PAYMENT AND PERFORMANCE BOND.

1. Amount of Bond. WisconsinEye shall furnish a Performance-Payment Bond (or other security satisfactory to the State) in an amount equal to one hundred percent (100%) of the cost of materials and labor installed in the Capitol, as security for the faithful performance of this Agreement, payment of all persons performing labor or furnishing materials for the Project, and payment of all other debts incurred in the performance of the Work. WisconsinEye shall provide documentation to the State demonstrating that the Performance-Payment Bond is equal to 100% of the cost of materials and labor to be installed in the Capitol
2. Form of Bond. The Performance-Payment Bond Form and the supporting documents described in the preceding paragraph, which WisconsinEye shall be required to execute, must be delivered to and approved by the State prior to commencing work under this Agreement.

E. TERMINATION.

1. Except as provided in E.2. below, if WisconsinEye defaults in the performance of any covenant or agreement contained in this Agreement and such default continues in excess of thirty (30) days from the notification of the default by the State, the State acting through DOA, shall have the right to revoke and terminate this Agreement provided that the State shall notify WisconsinEye in writing of the nature of the default and WisconsinEye shall have failed to remedy or cease such act of default.
2. With respect to violations of Article IV, the committee on Senate Organization may provide WisconsinEye with a detailed, written description of the nature of the default and the steps that WisconsinEye will be required to take to remedy the default. Upon receipt of such notice, WisconsinEye shall immediately cease and desist from engaging in the act of default. WisconsinEye shall have 30 days from the date on which the notice was received to take any additional steps necessary to remedy the default. If WisconsinEye fails to take any additional steps required by the Committee on Senate Organization, the Committee may terminate this Agreement as it relates to the Broadcast of Senate proceedings, unless WisconsinEye

submits a statement to the chairperson of the committee indicating that WisconsinEye disputes the existence of an event of default or the inadequacy of WisconsinEye's remedial steps. If WisconsinEye submits such a statement, the parties agree to submit the dispute to non-binding arbitration by a mutually agreed upon arbitrator. Such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. The fees and expenses of such arbitration shall be borne equally by the parties.

3. Upon termination of this Agreement, the State shall have title to and ownership of all cameras used under this Agreement in the Capitol and shall retain all equipment, appurtenances, cable and lines installed under this Agreement.

F. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

G. NONDISCRIMINATION IN EMPLOYMENT. Section 16.765 of the Wisconsin Statutes requires the following provision to be included in every contract executed by agencies of the state. WisconsinEye, as the contractor, agrees to the provisions as stated below:

"In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause."

H. AFFIRMATIVE ACTION PLAN. As contractor, WisconsinEye agrees to meet the State's affirmative action requirements. All contracts of more than \$25,000 require the submission of a written affirmative action plan. Contractors with an annual work force of less than 25 employees are excluded from this requirement.

Within 15 days after the award of the contract, the written affirmative action plan shall be submitted to the Department of Administration,

Office of Contract Compliance, P. O. Box 7867, Madison, WI 53707-7867. Contractors are encouraged to contact this office for technical assistance on equal opportunity.

"Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment; (2) internal and external dissemination of the policy; (3) assignment of a key employee as the equal opportunity officer; (4) a work force analysis that identifies job classification where representation of workers, minorities and the disabled is deficient; (5) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balance of the work force; (6) revision of all employment practices to ensure that they do not have discriminatory effects; (7) establishment of internal monitoring and reporting systems to measure progress regularly.

It is the responsibility of the Office of Contract Compliance to evaluate and monitor the compliance activities of those contractors conducting business with the State of Wisconsin. The Office of Contract Compliance may treat failure to submit an affirmative action plan when required as a per se breach of contract.

When an affirmative action plan submitted on a timely basis is found defective or deficient, the Office of Contract Compliance will work with the contractor to bring the plan into compliance. The Office may recommend deferring start-up of the contract until the plan is approved, may waive requirements temporarily, may permit completion of the contract but declare the contractor ineligible for further awards, or may terminate the contract without liability to the State invoking the performance bond if one is in effect. The Office is also responsible for receiving and resolving complaints of alleged violations against a contractor.

- I. CONTINUANCE OF CONTRACT. Continuation of the contract by the State beyond the limit of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the contract by lack of appropriations shall be without penalty to the State.
 - J. NONASSIGNMENT. No right or duty in whole or in part on the part of WisconsinEye as the contractor under the Agreement, may be assigned or delegated without the prior written consent of the State of Wisconsin, acting through the Department of Administration and the Committee on Senate Organization. Upon any transfer of ownership control over WisconsinEye, the Committee on Senate Organization or the Department of Administration may immediately terminate this Agreement.
- IV. REQUIRED LEGISLATIVE PROTOCOLS. The following protocols apply to WisconsinEye's coverage of legislative proceedings and to WisconsinEye's coverage of any other event if the coverage uses equipment permanently installed in the Capitol. WisconsinEye agrees that transmission of a signal that is not in compliance with the protocols set forth in this Agreement is grounds for termination of this Agreement, in accordance with section III. E. and IV. E. WisconsinEye shall observe the following protocols in the broadcast of Legislative proceedings:

A. **USER AGREEMENT PROHIBITING POLITICAL OR COMMERCIAL USE.** WisconsinEye shall establish a user agreement and require that it must be executed by any party seeking access for any reason to WisconsinEye coverage of State proceedings. The user agreement shall state that any use of a WisconsinEye signal is conditioned on the user's agreement not to use the signal for political or commercial purposes. "Political purposes" has the meaning set forth in section 11.01(16), Stats., and also includes communication that is made during the period beginning on the 60th day preceding a general election, special, spring or primary election and ending on the date of that election and that includes a reference to or depiction of a clearly identified candidate whose name is certified to appear on the ballot for election or nomination to an office to be filled at that election. The Committee on Senate Organization shall approve the form of the User Agreements and any additional conditions in User Agreements shall be subject to the committee's approval. WisconsinEye shall sue to enforce, at WisconsinEye's expense, any user agreement that is violated.

B. **COVERAGE OF LEGISLATIVE PROCEEDINGS.**

1. In these protocols, "coverage" means the generation, selection, transmission and compilation by WisconsinEye of audio and video for the purpose of making a WisconsinEye pool feed, as defined in Article II. F. 2., and WisconsinEye program signals, as defined in Article II. F. 3. WisconsinEye agrees not to activate any cameras installed in the Capitol for purposes other than to cover official legislative proceedings, ceremonies, news conferences authorized under legislative guidelines, broadcast news shots, and chamber and rotunda background shots. Such coverage shall be professional, dignified and non-partisan. WisconsinEye shall comply with and meet all of the organizational and operational tests of a 501 (c)(3) corporation. WisconsinEye shall strive to present gavel-to-gavel and unedited coverage without editorial comment, so as to accurately present, without augmentation, what would be seen and heard by a visitor to a chamber gallery or committee hearing room during a floor session or meeting.
2. WisconsinEye shall terminate transmission of any signal within 10 seconds after the proceedings are adjourned or recessed.
3. WisconsinEye shall cover all floor sessions of the Assembly and Senate, and shall make the WisconsinEye pool feed of such coverage available immediately after signal selection in accordance with Article. II.F.1. and this Article.
4. WisconsinEye shall cover at least one full hearing of each Joint Senate standing or statutory committee that meets during each biennial legislative session, and shall strive to give fair representation to all committee meetings. The president of WisconsinEye, or the president's delegate, shall make day-to-day decisions about which

committee hearings and other legislative proceedings will be covered, and shall strive to achieve balanced non-partisan coverage. WisconsinEye shall make the WisconsinEye pool feed signal for each such covered event available immediately after signal selection in accordance with Article. II.F.1. and this Article.

C. RECORDING NOTIFICATION.

1. For the purposes of these protocols, "to record" means to activate a camera or audio equipment to cover a proceeding, whether or not the coverage is live or ultimately recorded on a medium that enables replay. The Legislature reserves the right to terminate transmission of any signal, as determined by the presiding officer, if a person not associated with the proceeding presents a risk of bodily harm to those present. WisconsinEye and the Committee on Senate Organization shall agree upon a phrase that may be used by the Senate's presiding officer to signal a request for transmission termination in such an event. WisconsinEye agrees to comply with such requests immediately and without prior notice.
2. WisconsinEye shall provide, by each Friday at noon, a schedule of the legislative proceedings it intends to record during the following week to the Senate Chief Clerk and Presiding Officer. WisconsinEye shall post the schedule on the WisconsinEye's Internet Site and shall facilitate the creation of a link from the Legislature's Internet Site to the schedule on the Licensee's Site.
3. WisconsinEye and the Senate Chief Clerk will establish notification procedures for changes in start times for all Senate proceedings. WisconsinEye shall keep current its Internet site to reflect daily schedule additions or amendments to starting times.
4. The Senate Sergeant-at-Arms shall post signs outside the Senate room where a Senate proceeding will be held stating that the proceeding is being recorded for broadcast by WisconsinEye, if the proceeding is identified in WisconsinEye's broadcast schedule under IV. C. 2., not less than five minutes before the scheduled convening of the proceeding. WisconsinEye may not start its coverage of a proceeding until the Sergeant-at-Arms has posted the required signs. In no case may WisconsinEye begin recording more than five minutes prior to the noticed starting time of the proceeding, except that WisconsinEye may record for set-up and testing purposes only with posted notice in accordance with the License Agreement. WisconsinEye's audio coverage of a proceeding shall end 10 seconds after the presiding officer adjourns or recesses the session or meeting and during that 10 seconds shall be background only as defined in Article IV, Section D. 2. WisconsinEye's video coverage shall end 10 seconds after the presiding officer adjourns or recesses the session or meeting and during that 10 seconds shall be limited to a general view of the room

E-MAIL NOTIFY

NOON CHECKLIST

without close up shots. If the commencement of a proceeding is delayed and WisconsinEye records more than five minutes before the presiding officer calls the session to order, only the five minutes immediately preceding the presiding officer's action may be preserved for the archive, as set forth in Section II. F. of this Agreement.

5. WisconsinEye shall equip all cameras with indicator lights, visible to all persons participating in a proceeding that is being recorded and, to the extent feasible, to all other persons in the chamber or room where the proceeding is taking place. The light on an individual camera shall be illuminated at all times that the camera is recording. When not in use, cameras that are permanently installed must be turned upright so as to face the ceiling.

D. SHOT SELECTION/RECORDING PARAMETERS.

WisconsinEye's shot selection and coverage of legislative proceedings shall at all times be consistent with the dignity and decorum of the Wisconsin State Senate. WisconsinEye shall record and cover the actions of Senators as such actions are intended to unfold by the Senate. To that end, the presiding officer, by calling on members or witnesses to speak, shall determine the primary focus of WisconsinEye's camera and audio coverage as follows:

1. Camera shot selection. WisconsinEye shall primarily focus coverage on the presiding officer or person recognized by the presiding officer. WisconsinEye may not intentionally select any shot in which materials on a legislator's laptop computer screen or desktop are discernable. Specifically avoided will be camera shots and audio selection, not of designated speakers, which may be considered in WisconsinEye's judgment to be embarrassing or selected as to be sensational or invasive to private materials or conversations. If the legislative body is standing informal or in recess, the camera shall focus on the podium or voting board.
2. Audio recording. The presiding officer shall retain authority to turn on and off members' microphones. WisconsinEye may use background audio coverage at any time, however, WisconsinEye shall not provide audio voice-over commentary during meetings and floor sessions. All background audio coverage must be maintained at a level sufficiently low so as to establish presence without communicating the content of any discussion conducted at normal levels. If WisconsinEye elects to use audio coverage before a meeting or session is called to order by the presiding officer any such coverage shall be exclusively background audio coverage.
3. Audio Coverage. Once a meeting or floor session has begun, WisconsinEye shall focus audio coverage primarily on the presiding officer, or on the designated speaker recognized by the presiding

July 5, 2005

officer. If the legislative body is standing informal or is recessed, audio coverage must be shut off. WisconsinEye may not focus any audio coverage on a legislator or any other person who has not been recognized by the presiding officer.

E. LEGISLATIVE OVERSIGHT FUNCTIONS

1. The Committee on Senate Organization may delegate its functions under this agreement. The Senate Chief Clerk shall be the point of contact for official communication relating to WisconsinEye.
2. WisconsinEye shall provide notice in writing to the majority and minority party leaders of the Senate and the Chief Clerk of the Senate seven days in advance of the day it first intends to record a proceeding of the Wisconsin Legislature.
3. Because these protocols are new to the Senate, the Committee on Senate Organization shall undertake a review of these protocols during the first six months of operation. If the first six months of operation do not include at least three floor periods, the review shall be extended until the conclusion of the third floor period following the start of operations. The Committee on Senate Organization reserves all rights to modify the protocols, as it deems fit, at that time. The Committee on Senate Organization shall establish a six (6) member special committee comprised of equal numbers of majority and minority party Senators for the purpose of monitoring the operation of the protocols during the review period established under this paragraph. Before expiration of the review period established under this paragraph, the special committee shall report to the Committee on Senate Organization concerning the operation of the protocols and shall make recommendations to the Committee on Senate Organization concerning modifications to the protocols.
4. WisconsinEye will submit to the Senate Chief Clerk quarterly reports on its operations. Each report will include a summary of stated goals and progress. WisconsinEye shall annually submit to the Chief Clerk a copy of its federal tax return and a report disclosing WisconsinEye's annual operating budget and any capital received by, pledged to, or loaned to WisconsinEye in excess of 25% of that operating budget from any single individual, entity, or group of affiliated entities. If the report indicates that WisconsinEye has received, been pledged, or been loaned capital in excess of 25% of that operating budget from any single individual, entity, or group of affiliated entities, and the Committee on Senate Organization makes a written determination that the capital investment is likely to result in undue influence over WisconsinEye programming, the Committee on Senate Organization may immediately terminate this Agreement as it relates to broadcast of Senate proceedings.

CONTINUOUS DL
SEPARATE OFF.
(UNILATERAL CONTROL
OVER PROTOCOL)

July 5, 2005

5. Enforcement of this Agreement shall be governed by Article III, Section E. Notwithstanding Article III, Section E, the Senate may immediately terminate this Agreement due to repeated or gross violations.

In Witness Whereof, the undersigned hereto set their hands and seals as of the 11th day of August, 2005.

State of Wisconsin
Department of Administration

WisconsinEye Public Affairs Network, Inc.

By: [Signature]

By: [Signature]

State of Wisconsin Senate

By: [Signature]



WISCONSIN LEGISLATIVE COUNCIL INFORMATION MEMORANDUM

How Will WisconsinEye Affect Legislative Proceedings? Questions and Answers for Members of the Wisconsin Legislature

WisconsinEye launched its coverage of the Wisconsin State Legislature on May 16, 2007, carrying the proceedings of the State Assembly and Senate live on its website.ⁱ For the time being, WisconsinEye will cover all Senate and Assembly sessions and all meetings of the Joint Committee on Finance. WisconsinEye will also cover at least one meeting of each joint, standing, and statutory committee of the Legislature each biennial session. WisconsinEye is in the process of arranging coverage of the Executive and Judicial branches as well, and plans to expand its scope to include broader aspects of community and public life.

WisconsinEye's stated mission is, in part, to "provide access to the public policy debate and decision-making process without editing, commentary, or analysis and with a balanced presentation of points of view...." Under agreements between WisconsinEye and the state, described below, WisconsinEye is required to "strive to present gavel-to-gavel and unedited coverage [of legislative proceedings] without editorial comment, so as to accurately present, without augmentation, what would be seen and heard by a visitor to a chamber gallery or committee hearing room during a floor session or meeting." The idea is to replicate the experience of a visitor to the State Capitol observing a floor session or committee meeting.

This memorandum provides answers to questions that have been raised by legislators and their staff in anticipation of the startup of WisconsinEye coverage.ⁱⁱ

WHAT ARE THE "AGREEMENTS"?

In August 2005, WisconsinEye, the Legislature's Committees on Senate Organization and Assembly Organization, and the Department of Administration executed agreements that specify many aspects of the relationship between the state and WisconsinEye (the Agreements).ⁱⁱⁱ The Agreements establish detailed protocols for the recording and broadcast of legislative proceedings. They also address how equipment is to be installed in the Capitol, deadlines that must be met by WisconsinEye, coverage requirements, how the footage is to be stored, processed, and made accessible to the public, and many other rights and duties of the respective parties. Most of the answers to the following questions draw on specific provisions in these Agreements.

WHEN AM I ON CAMERA? HOW DO I KNOW?

All floor sessions of the Assembly and Senate will be covered. WisconsinEye will also cover at least one full hearing of each legislative joint, standing, or statutory committee while striving to give fair representation to all committee meetings. WisconsinEye must also strive to provide gavel-to-gavel coverage of those proceedings it covers.

WisconsinEye is responsible for the day-to-day decisions about which committee hearings and other Legislative proceedings will be covered on a particular day. WisconsinEye is required to provide a weekly schedule of the legislative proceedings that it intends to record during the following week to the Presiding Officers and the Assembly and Senate Chief Clerk each Friday by noon, and to post this schedule on its website. WisconsinEye intends to follow this schedule except when proceedings are cancelled, proceedings are noticed too late for the Friday noon deadline, or unforeseen circumstances require schedule alteration. WisconsinEye is working with the Chief Clerks to set up a system to notify members of changes to the weekly schedule.

For each proceeding listed on WisconsinEye's posted schedule, the Assembly or Senate Sergeant-at-Arms must post a sign at the entrances of the hearing room providing notice that WisconsinEye is covering the proceeding. The notice must be posted no later than five minutes before the scheduled start time of the meeting, and no recording may begin until a sign is in place.

The Agreements require WisconsinEye cameras to be equipped with indicator lights that must be illuminated any time the camera is recording. The indicator lights must be visible to all persons participating in the proceeding, and to others in the room, where feasible. WisconsinEye reports that all remotely-operated and manually-operated^{iv} cameras have been equipped with such lights.

WHEN CAN WISCONSINEYE FILM?

The protocols contained in the Agreements specify in detail when WisconsinEye is permitted to record, including the following limitations:

- WisconsinEye may not begin recording more than five minutes prior to the noticed starting time, except for setup or testing purposes, and must delete material taped more than five minutes prior to the actual start time from archived proceedings.
- Signal transmission must terminate within 10 seconds after the proceedings are adjourned or recessed. During these 10 seconds, only background audio may be covered and video coverage must be limited to a general view of the room without close-up shots.

WisconsinEye has expressed confidence that it will be able to fully comply with these very precise requirements.

WHAT CAN WISCONSINEYE FILM?

The Agreements specify that WisconsinEye has the responsibility to cover legislative proceedings in a professional, dignified, and non-partisan manner. The coverage must always be consistent with the dignity and decorum of the Legislature. To this end, the protocols specify that WisconsinEye must select its camera shots as follows:

- The "primary focus" of WisconsinEye cameras must be on the Presiding Officer and those called on or recognized by the Presiding Officer.

- WisconsinEye may not intentionally select any shot in which materials on a legislator's laptop computer screen or desktop are discernible.
- WisconsinEye must specifically avoid audio or video, not of designated speakers, which "may be considered in WisconsinEye's judgment to be embarrassing or selected as to be sensational or invasive to private materials or conversations."
- WisconsinEye is prohibited from focusing audio coverage on a person who has not been recognized by the Presiding Officer.
- The camera must focus on the podium or voting board whenever the body is standing informal or is in recess.
- Any recorded background audio should not communicate the content of any discussion conducted at normal levels.

WisconsinEye indicates that, while primarily focusing on the Presiding Officer or the recognized speaker, it intends to use some wide view shots and intends to cover "reaction shots" of legislators not speaking but directly involved in the matter at issue. For example, reaction shots may be taken of a member who has yielded the floor, a member to whom the floor has been yielded, or any member who is being directly addressed by the Presiding Officer or recognized speaker. WisconsinEye does not intend to display footage of legislators not involved in the discussion.

WisconsinEye reports that it has discussed the protocols in detail with its production staff and has internally discussed methods that will be used to avoid violating any of these requirements.

WHAT OVERSIGHT FUNCTION DOES THE LEGISLATURE HAVE?

WisconsinEye Public Affairs Network, Inc., is not a state agency. It is a private, non-profit corporation run by a 12-member board of directors. The Legislature's oversight of WisconsinEye is, in general, governed by the Agreements. Legislative oversight applies only to WisconsinEye's coverage of legislative proceedings, and not to any other WisconsinEye programming.

Under the Agreements, the Senate and the Assembly are each required to appoint a six-member Oversight Committee to monitor the operation of the protocols in the Agreements. These Oversight Committees must review the protocols during the first six months of operation, which began May 16, 2007, and report their findings to the Committees on Assembly and Senate Organization, including present recommendations for modifications to the protocols.

The Committees on Assembly and Senate Organization are also required to review the Agreement protocols in the first six months of operation. The committees may unilaterally modify any of the protocols in the Agreements during this review period.

Finally, additional changes to an Agreement may be made at any time by consent of all of the parties to the Agreement, or as part of negotiations to renew the Agreements after their seven-year term expires.

HOW WILL FOOTAGE OF LEGISLATIVE PROCEEDINGS BE USED?

WisconsinEye will make its coverage of legislative proceedings available several ways, including an on-air WisconsinEye broadcast channel, a media pool feed, and the WisconsinEye website. WisconsinEye material can also be purchased for other limited purposes.

On-Air Broadcast Channel

WisconsinEye is required to offer its content to broadcasters on a non-exclusive and nondiscriminatory basis and at a reasonable price. WisconsinEye has already finalized agreements to launch digital channels on the Charter and Time Warner cable systems, and expects those systems to be broadcasting the WisconsinEye channel in the upcoming weeks. WisconsinEye reports that it is working toward achieving statewide access to its programming and is pursuing additional means of distribution to all state residents.

Pool Feed

In accordance with the Agreements, WisconsinEye has made a pool feed available in the Capitol press room for spot news gathering by news organizations and other video and information providers. The pool feed provides these groups with access to the content that WisconsinEye is covering at that time. WisconsinEye must provide access to the pool feed at no charge and on a nondiscriminatory basis.

WisconsinEye Internet Site

WisconsinEye is required to have a website on which it provides live streaming media files for events that it covers. The site must include indexes and archives of all of its coverage of legislative proceedings. The streamlining video and archives must be made available to the public at no cost.

WHAT LIMITATIONS HAVE BEEN PLACED ON THE USE OF WISCONSINEYE MATERIAL?

Under the terms of the Agreements, WisconsinEye is the sole owner of its signal. WisconsinEye material is copyrighted and is the intellectual property of WisconsinEye Public Affairs Network, Inc. WisconsinEye will require any party seeking to access WisconsinEye coverage of legislative proceedings to enter into a user agreement. WisconsinEye is in the process of creating a standard user agreement with the Assembly and Senate Chief Clerks and expects it to be ready for review by the Committees on Assembly and Senate Organization in the near future.

Among its terms, the user agreement must include a prohibition on the use of WisconsinEye material for commercial or political purposes. Under the Agreements, "political purpose":

...has the meaning set forth in section 11.01 (16), Stats., and also includes communication that is made during the period beginning on the 60th day preceding a general election, special, spring or primary election and ending on the date of that election.

Section 11.01 (16), Stats., provides a lengthy definition of "political purposes." The essence of that definition is captured in its first sentence:

An act is for "political purposes" when it is done for the purpose of influencing the election or nomination for election of any individual to state or local office, for the purpose of influencing the recall from or

retention in office of an individual holding a state or local office, for the purpose of payment of expenses incurred as a result of a recount at an election, or for the purpose of influencing a particular vote at a referendum.

WisconsinEye is required, at its own expense, to sue to enforce any violation of a user agreement and its copyright. WisconsinEye has indicated that it is committed to enforcing its copyrights against unauthorized users. While the material filmed, edited, and broadcast by WisconsinEye is protected by federal copyright laws, all copyright owners and broadcasters are limited by an exception to copyright protections called "fair use," which may permit the use of copyrighted material without WisconsinEye's permission. Uses that may fall under the fair use exception include uses for the purpose of criticism, comment, news reporting, teaching, scholarship, and research. This means that despite WisconsinEye's commitment to enforcing its copyrights, there may be certain uses that WisconsinEye cannot legally prevent. For example, WisconsinEye may not be able to prevent people from using clips of its material on internet sites or in campaign materials when the clips are being used for the purpose of criticism or comment.

WHAT SECURITY MEASURES AND OTHER ASSURANCES HAVE BEEN IMPLEMENTED?

The Presiding Officer may terminate transmission if a person not associated with the proceeding presents a risk of bodily harm to those present. The Agreements call for the establishment of an emergency phrase that the Presiding Officer can use to terminate the signal. The details of how the Presiding Officer will direct WisconsinEye to terminate coverage are still being developed.

Employees of WisconsinEye and any of its contractors are required to submit information for security background checks prior to working within the Capitol and sign a confidentiality agreement with respect to the Capitol security, HVAC, and electrical systems. In addition, people working on WisconsinEye equipment in the Capitol are required to attend an orientation to educate them about the importance of the materials in the Capitol.

Under the Agreements, WisconsinEye agrees to indemnify the state for any liability caused by WisconsinEye, to maintain an insurance policy, and to post a performance bond equal to the cost of materials installed in the Capitol and related to labor costs.

WHAT IS THE STATUS OF THE INSTALLATION OF WISCONSINEYE EQUIPMENT?

WisconsinEye has installed the infrastructure necessary for remotely-controlled recording throughout the Capitol, specifically, in the Senate and Assembly Chambers and Parlors, all legislative hearing rooms, the Governor's Conference Room, the Attorney General's Conference Room, the Supreme Court Hearing Room, and the Capitol Rotunda. When WisconsinEye launched its operations on May 16, 2007, it had "commissioned" the equipment (that is to say, the equipment was fully functional for remotely-controlled recording) only in the Senate and Assembly Chambers and the Joint Finance Hearing Room. It expects to have the equipment in the remaining legislative spaces commissioned later this year.

The only legislative spaces that will have permanently mounted cameras are the Senate and Assembly Chambers. These cameras are in place now. Recording in all other legislative spaces will be done using portable, remotely-controlled cameras mounted on tripods. Until any given room is commissioned, WisconsinEye will use manually-controlled cameras in that room.

Under the Agreements, WisconsinEye must begin broadcasting the proceedings of either the Judicial or Executive Branch by May 2008, by which time the equipment in the respective spaces will be commissioned.

WHO IS PAYING FOR WISCONSINEYE, AND WHO OWNS WHAT?

The Agreements each state: "WisconsinEye shall be responsible for all costs associated with this Agreement. There shall be no costs to the state for the term of this Agreement." Under the Agreements, the state owns all signal transmission equipment installed in the Capitol. WisconsinEye owns its cameras, but must turn them over to the state when the Agreements end. WisconsinEye is granted exclusive use of this equipment and is required to repair, maintain, and, where practical, upgrade the equipment at its own expense for the seven-year term of the Agreements.

As noted earlier, all audio and visual signals created by WisconsinEye are owned by WisconsinEye and protected under its copyright. If WisconsinEye is dissolved or liquidated, it must transfer its archives to the State Historical Society, at no cost. If the Agreements are terminated for any reason other than the dissolution and liquidation of WisconsinEye, WisconsinEye retains ownership of the archived material, but must continue to make it available to the Committees on Assembly and Senate Organization.

Ultimately, it is the people and organizations that contribute to WisconsinEye that are paying for this service. Information about WisconsinEye funding is available on its website.

Additional copies of this document can be obtained at the Legislative Council website at: www.legis.state.wi.us/lc.

This memorandum was prepared by David L. Lovell, Senior Analyst, Larry A. Konopacki, Staff Attorney, and Carlos Montoya, Law Clerk, on June 18, 2007.

ⁱ www.wisconsineye.com

ⁱⁱ If you have any questions not addressed in this memorandum, please contact the Senate or Assembly Chief Clerk's office, Christopher Long, the President and CEO of WisconsinEye, or the Legislative Council staff offices. Mr. Long may be reached at (608) 316-6850 ext. 302 or by e-mail at: chris.long@wiseye.org.

ⁱⁱⁱ The Senate and the Assembly have executed separate Agreements, but they are virtually identical in terms.

^{iv} WisconsinEye will use its manually-operated cameras in rooms of the Capitol which are not yet ready for remotely-operated cameras and for events outside the Capitol. See the answer to the question "*What is the Status of the Installation of WisconsinEye Equipment?*", below, for information regarding rooms equipped for remotely-operated cameras.





Judith B. Robson
Wisconsin State Senator

October 10, 2007

Mr. Robert Marchant
Chief Clerk and Director of Operations
B20 Southeast, State Capitol
Madison, WI 53702

Dear Mr. Marchant:

Pursuant to Senate Rule 21, I have made the following changes to the Special Committee on Oversight of Senate Broadcasting: Senator Miller replaces Senator Robson and Senator Kreitlow becomes chairperson. These changes are permanent, unless subsequently revised pursuant to Senate Rule 21. These changes are effective immediately.

The committee was established to monitor and review the operation of Article IV of the License Agreement between WisconsinEye and the State of Wisconsin. No later than October 26, 2007, the committee shall report to the Committee on Senate Organization its findings with regard to the operation of Article IV of the License Agreement and any changes to the License Agreement that the committee recommends the Committee on Senate Organization implement.

Sincerely,

A handwritten signature in black ink, appearing to read "Judith B. Robson".

Senator Judith B. Robson
Senate Majority Leader

Cc: Senator Miller
Senator Kreitlow
Senator Erpenbach
Senator Leibham
Senator Fitzgerald
Senator Grothman
Senator Risser - Senate Organization
Senator Hansen - Senate Organization



Daggs, Kathy

From: Buhrandt, Jeff
Sent: Thursday, October 11, 2007 10:46 AM
To: Daggs, Kathy
Subject: FW: Committee Meeting Published

Attachments: Public Hearing 9_19_07.doc

From: Sen.Miller
Sent: Tuesday, September 11, 2007 11:34 AM
To: Sen.Kreitlow
Cc: Kuhn, Jamie; Anderson, John
Subject: FW: Committee Meeting Published

Senator Kreitlow,
Here are my suggestions for Wisconsin Eye:

1. Put "Press" placards on the press tables so that viewers understand that this is the press corps, not legislative staff.
2. Tighter shots of speakers to reduce distracting background activity
3. Short on-screen description of matter before the body e.g. SB81 Banning phosphorus in lawn fertilizer,
4. On screen recap of vote results (Motion passed 18-15).
5. Run public information clips on "How a Bill Becomes a Law" and parliamentary procedure that could run prior to or subsequent to floor sessions or during temporary adjournments. These would be clips that run multiple times but probably not more than once per day.

I realize that the on-screen text requires close monitoring of events, but the agenda for floor action (and committees) is published in advance so these on-screen messages could be prepared in advance. More difficult is the vote totals, especially for committee hearings such as JFC. But I hope you will consider it.

Sen. Mark Miller

608-266-9170, Toll-free 877-862-4825

FAX 608-266-5087

Sen.Miller@legis.wi.gov

From: Veserat, Jeryn
Sent: Tuesday, September 11, 2007 7:42 AM
To: *Legislative All Assembly; *Legislative All Senate
Subject: Committee Meeting Published

The Special Committee on Video Broadcasting Oversight has scheduled a meeting for September 19, 2007 1:00 PM.



Public Hearing
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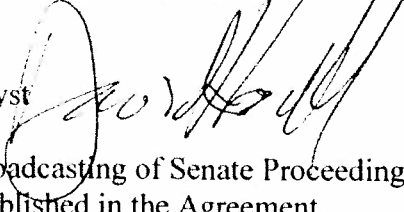




WISCONSIN LEGISLATIVE COUNCIL

Terry C. Anderson, Director
Laura D. Rose, Deputy Director

TO: MEMBERS OF THE SENATE COMMITTEE ON OVERSIGHT OF SENATE
BROADCASTING

FROM: David L. Lovell, Senior Analyst 

RE: Agreement Governing the Broadcasting of Senate Proceedings and the Six-Month Review of
the Legislative Protocols Established in the Agreement

DATE: October 11, 2007

WisconsinEye's broadcasting of Senate proceedings and the relationship between the Senate and WisconsinEye are governed by a seven-year agreement between the Senate, the Department of Administration (DOA), and WisconsinEye, executed August 11, 2005 ("the agreement"; copy attached). In broad terms, the agreement gives WisconsinEye exclusive authority to install facilities in the State Capitol, specifically in the Senate Chamber and in Senate hearing rooms, for the purpose of broadcasting Senate proceedings. Of particular interest for purposes of this memorandum, the agreement includes protocols for the coverage of Senate proceedings by WisconsinEye. [Article IV, *Required Legislative Protocols*, pages 10 to 15 of the agreement.] The protocols include a section on legislative oversight functions, including a review of the protocols in the first six months of WisconsinEye's operation.

This memorandum begins with a summary of legislative oversight functions, including a description of the Senate's authority to review the protocols during WisconsinEye's first six months of operation and an overview of the powers and duties of the Senate Committees on Organization and on Oversight of Senate Broadcasting relating to this review. It then summarizes the legislative protocols and the provisions of the agreement relating to signal ownership and availability.

The description of the six-month review and this committee's role is on page 2 of the memorandum; the description of legislative protocols begins on page 4.

LEGISLATIVE OVERSIGHT FUNCTIONS

Except as noted below, the provisions related to legislative oversight functions are found in Article IV of the agreement, *Required Legislative Protocols*.

General Provisions

The agreement provides that:

- The Senate Chief Clerk is the point of contact for official communications relating to WisconsinEye.
- The Committee on Senate Organization may delegate its functions under the agreement.
- Prior to commencing operations, WisconsinEye must give seven-days advance notice in writing to the leaders of the majority and minority parties and the Chief Clerk.

Six-Month Review

Review Period

“Because these protocols are new to the Senate,” the agreement directs the Committee on Senate Organization to undertake a review of the protocols during the first six months of WisconsinEye’s operation. The agreement specifies that, if the first six months of WisconsinEye’s operation do not include at least three floor periods, the review period is extended until the conclusion of the third floor period following the start of operations.

WisconsinEye first broadcast legislative proceedings, and so commenced operation, on May 16, 2007. The six-month period following that date, which ends on November 15, 2007, includes three floor periods; consequently, *the six-month review period ends at the close of business on November 15, 2007.*

Committee on Senate Organization

The agreement states that “*The Committee on Senate Organization reserves the right to modify the protocols, as it deems fit, at that time.*” [Emphasis added.] It appears that the words “at that time” mean the end of the six-month review period. Consequently, the committee’s authority to modify the protocols expires at the close of business on November 15, 2007.

Senate Committee on Oversight of Senate Broadcasting

The agreement directs the Committee on Senate Organization to establish a six-member special committee comprised of equal numbers of majority and minority party Senators for the purpose of monitoring operation of the protocols during the review period. That committee is the Senate Committee on Oversight of Senate Broadcasting. The agreement directs that committee to *report to the Committee on Senate Organization before the expiration of the review period* concerning the operation of the protocols and making recommendations concerning modifications to the protocols.

The agreement does not provide any function for the Senate Committee on Oversight of Senate Broadcasting after the expiration of the six-month review period.

Quarterly and Annual Reports

The agreement directs WisconsinEye to submit *quarterly* reports to the Chief Clerk "on its operations," including a "summary of stated goals and progress."

Annually, WisconsinEye must submit to the Chief Clerk a report consisting of:

- A copy of WisconsinEye's federal tax return.
- A copy of WisconsinEye's annual budget.
- Disclosure of any capital received by, pledged to, or loaned to WisconsinEye in excess of 25% of its operating budget from any single individual, entity, or group of affiliated entities.

Enforcement and Termination of Agreement

In general, the state, acting through DOA, may terminate the agreement if:

- WisconsinEye defaults in the performance of any covenant or agreement contained in the agreement, and such default continues in excess of 30 days; and
- The state has notified WisconsinEye in writing of the nature of the default and WisconsinEye has failed to remedy the default. [Section III. E. 1.]

With respect to violations of the legislative protocols, the Committee on Senate Organization may provide WisconsinEye with a detailed, written description of the nature of the default and the steps that WisconsinEye will be required to take to remedy the default. Upon receipt of such notice, WisconsinEye must immediately cease the activities constituting the default and, within 30 days of receipt of the notice, take any additional steps necessary to remedy the default. If WisconsinEye fails to take any steps required by the Committee on Senate Organization, the Committee on Senate Organization may terminate the agreement as it relates to the broadcasting of Senate proceedings. However, WisconsinEye may contest the existence of the default or the inadequacy of its remedial steps, in which case the dispute will be submitted to nonbinding arbitration. [Section III. E. 2.]

The agreement includes several additional provisions under which the agreement may be terminated. Specifically:

- The Committee on Senate Organization or the DOA may terminate the agreement "upon any transfer of ownership control over WisconsinEye." [Section III. J.]
- The Committee on Senate Organization may terminate the agreement as it relates to broadcast of Senate proceedings if an annual report indicates that WisconsinEye has received, been pledged, or been loaned capital in excess of 25% of its operating budget from any single individual, entity, or group of affiliated entities, and the Committee on Senate Organization makes a written determination that the capital investment is likely to result in undue influence over WisconsinEye programming. [Section IV. E. 4.]

- The Senate may immediately terminate the agreement due to repeated or gross violations of the agreement or the protocols.¹ [Section IV. E. 5.]

In addition, the agreement provides that it will be terminated automatically if WisconsinEye fails to meet any of three deadlines related to commencement of the broadcasting of state government proceedings, including starting regular, ongoing broadcasts of executive branch or judicial branch proceedings. It appears that WisconsinEye has met all of these deadlines, in which case these provisions are no longer applicable.

Nowhere does the agreement give WisconsinEye the authority to terminate the agreement without the consent of the DOA and the Senate.

LEGISLATIVE PROTOCOLS

The legislative protocols, Article IV of the agreement, apply to WisconsinEye's coverage of the following:

- Legislative proceedings.
- Any other event, if the coverage uses equipment permanently installed in the Capitol.

The protocols include a number of qualitative statements that provide broad guidance for WisconsinEye's coverage of Senate proceedings. In the words of the agreement:

- [WisconsinEye] coverage shall be professional, dignified and non-partisan. [Section IV. B. 1.]
- WisconsinEye shall strive to present gavel-to-gavel and unedited coverage without editorial comment, so as to accurately present, without augmentation, what would be seen and heard by a visitor to a chamber gallery or committee hearing room during a floor session or meeting. [Section IV. B. 1.]
- [WisconsinEye] shall strive to give fair representation to all committee meetings ... and shall strive to achieve balanced non-partisan coverage. [Section IV. B. 4.]
- WisconsinEye's shot selection and coverage of legislative proceedings shall at all times be consistent with the dignity and decorum of the Wisconsin State Senate. WisconsinEye shall record and cover the actions of Senators as such actions are intended to unfold by the Senate. [Section IV. D. (intro.)]

Coverage of Legislative Proceedings

The agreement requires that WisconsinEye cover:

¹Other provisions of the agreement refer to the Committee on Senate Organization, while this provision refers to the Senate. Presumably, the Senate would exercise this authority through the Committee on Senate Organization.

- All floor sessions of the Assembly and Senate; and
- At least one full hearing of each “Joint Senate standing or statutory committee”² that meets during each biennial legislative session.

The agreement gives the authority for day-to-day decisions about which legislative proceedings to cover to the president of WisconsinEye, or the president’s delegate.

WisconsinEye may not activate any cameras installed in the Capitol for purposes other than to cover official legislative proceedings, ceremonies, news conferences authorized under legislative guidelines, broadcast news shots, and chamber and rotunda background shots.

Shot Selection and Recording Parameters

To ensure that WisconsinEye’s coverage “[records and covers] the actions of Senators as such actions are intended to unfold by the Senate,” as noted above, the agreement provides that “*the presiding officer*, by calling on members or witnesses to speak, *shall determine the primary focus* of WisconsinEye’s camera and audio coverage as follows:”

Camera Shot Selection

- WisconsinEye shall primarily focus coverage on the presiding officer or a person recognized by the presiding officer.
- WisconsinEye may not intentionally select a shot in which materials on a legislator’s laptop computer screen or desktop are discernible.
- WisconsinEye shall specifically avoid camera shots and audio selection, not of designated speakers, which may be:
 - Considered in WisconsinEye’s judgment to be embarrassing; or
 - Selected as to be sensational or invasive to private materials or conversations.
- If the legislative body is standing informal or in recess, the camera shall focus on the podium.

Audio Recording

- The presiding Officer shall retain authority to turn on and off members’ microphones.

² It appears that the word “and” was inadvertently omitted between “Joint” and “Senate.” The word is included in the parallel provision of the Assembly’s agreement with WisconsinEye.

- WisconsinEye may use background audio coverage at any time. All background audio coverage "must be maintained at a level sufficiently low so as to establish presence without communicating content of any discussion conducted at normal levels."

Audio Coverage

- Any audio coverage before a meeting or session is called to order by the presiding officer must be at background level.
- Once the meeting or floor session has begun, WisconsinEye shall focus audio coverage primarily on the presiding officer, or on the designated speaker recognized by the presiding officer. WisconsinEye may not focus any audio coverage on a legislator or any other person who has not been recognized by the presiding officer.
- If the legislative body is standing informal or is recessed, audio coverage must be shut off.

Recording Notification

Notice of Recording

By each Friday at noon, **WisconsinEye must establish a schedule** of the legislative proceedings it intends to record during the following week. It must provide the schedule to the Senate Chief Clerk and presiding officer and post it on its Internet site. The protocols direct WisconsinEye and the Senate Chief Clerk to establish notification procedures for changes in start times of Senate proceedings, and direct WisconsinEye to keep its Internet site current to reflect daily schedule additions or amendments to starting times.

For each proceeding identified in WisconsinEye's broadcast schedule, **the Senate Sergeant-at-Arms must post signs** outside the room where the proceeding will be held, not less than five minutes before the scheduled convening of the proceeding, stating that the proceeding is being recorded for broadcast by WisconsinEye. **WisconsinEye may not start its coverage** of the proceeding until the Sergeant-at-Arms has posted the required signs.

Start and End of Recording

WisconsinEye **may not begin recording more than five minutes before** the noticed starting time of a proceeding, except for set-up and testing purposes, with posted notice. As noted above, any audio coverage before a meeting or session is called to order must be at background level. If the commencement of a proceeding is delayed and WisconsinEye records more than five minutes before the presiding officer calls the session to order, WisconsinEye may preserve only the five minutes immediately preceding commencement of the session for the archives described below.

WisconsinEye must **end its coverage 10 seconds after the presiding officer adjourns or recesses** the session or meeting. During that 10 seconds:

- Audio coverage must be at background level.

- Video coverage must be limited to a general view of the room without close-up shots.

Indications of When Cameras Are in Use

WisconsinEye **must equip all cameras with indicator lights** that are illuminated when the camera is recording. The indicator lights must be visible to all persons participating in a proceeding and, to the extent feasible, to all other persons in the chamber or room.

When not in use, cameras that are permanently installed **must be turned upright** so as to face the ceiling.

Emergency Termination of Recording

The presiding officer may terminate transmission of any signal if a person not associated with the proceeding presents a risk of bodily harm to those present. WisconsinEye agrees to comply with such requests immediately and without prior notice. WisconsinEye and the Committee on Senate Organization must agree upon a phrase that may be used by the presiding officer to signal a request to terminate transmission.

User Agreement Prohibiting Political or Commercial Use

WisconsinEye must require any party seeking access to its coverage of state proceedings to sign a user agreement. The user agreement must prohibit the use of the signal for political or commercial purposes. The Committee on Senate Organization must approve the form of the user agreement and any additional conditions contained in the user agreement.

WisconsinEye must enforce any violation of the user agreement, at its own expense.

Miscellaneous Provisions

The protocols provide that:

- WisconsinEye may not provide audio voice-over commentary during meetings and floor sessions.
- WisconsinEye must facilitate the creation of a link from the Legislature's Internet site to the recording schedule on WisconsinEye's Internet site.
- WisconsinEye must maintain federal tax exempt status under s. 501 (c) (3) of the Internal Revenue Code.

SIGNAL OWNERSHIP AND AVAILABILITY

Signal Ownership and Selection

Except in the case of dissolution of WisconsinEye, as explained in the discussion of archives, below, all audio and visual signals resulting from WisconsinEye's coverage of legislative proceedings are owned by WisconsinEye. This applies to:

- All proceedings, whether held in the Capitol or elsewhere; and
- All signals, whether transmitted or recorded using equipment installed in the Capitol or using mobile equipment.

WisconsinEye must select signals in conformance with the legislative protocols to create a "pool feed." From this pool feed, it creates the "WisconsinEye program signal," meaning "a signal originated, edited and programmed by WisconsinEye."

Media Access

Pool Feed

WisconsinEye must make the pool feed available to "any bona fide news organization or program provider, and any provider of telecommunications, satellite, cable, broadcast or information services." It must make the pool feed available immediately after signal selection and any security time shift, from a location within the State Capitol approved by the DOA.

Use of the pool feed is limited to spot news gathering, defined as "timely, editorial information for public consumption relating to daily legislative events or actions." Occasional full length coverage of individual proceedings is allowed with prior notice to WisconsinEye. Other program providers that broadcast on the same systems that carry the WisconsinEye Channel may not use the pool feed for live coverage without WisconsinEye's permission.

WisconsinEye Program Signal

The same media entities that may access the pool feed may request the WisconsinEye program signal. WisconsinEye must provide the signal to such requesters on equal terms, on a nondiscriminatory and nonexclusive basis. WisconsinEye may set a reasonable price per program or per unit of time for its program signal that it provides to requesters.

The agreement directs WisconsinEye and the Committee on Senate Organization to develop a system for frequent on-screen information that identifies:

- Speakers, including applicable rank, party affiliation, and district or home town.
- Bill numbers, captions, and motions.
- Programming as either being "live," "from earlier today," or "recorded on [date]."

- Helpful Internet links for Senate proceedings.³

Public Access

WisconsinEye must make its programming available, free of charge, to dedicated networks serving *state agencies, schools, colleges, universities, libraries, and municipalities*. Entities receiving the signal under this provision must sign the user agreement described earlier.

WisconsinEye must provide *the Senate*, free of charge, a live, direct feed of its Senate programming. The purpose of this feed is for “use in Senate-produced communications and educational materials” and is subject to the required user agreement. This programming may not be made available for later viewing at legislative Internet sites, except as parts of Senate-produced communications and educational materials.

WisconsinEye must cooperate with the Legislative Technology Services Bureau to provide *direct links to its streaming programming* from the “In Session” and “Committee Meetings” pages on the Legislature’s Internet site.

WisconsinEye must establish and maintain an *Internet site* with sufficient band width to accommodate anticipated and reasonable demand for WisconsinEye’s programming. The Internet site must provide:

- An index of and free access to streaming media files of all events WisconsinEye covers.
- Daily schedules of legislative proceedings WisconsinEye intends to cover.
- Cable channel locations in various communities.
- WisconsinEye’s mission, contact, and other information.
- Active links to the Legislature’s Internet sites.

Archives

WisconsinEye must record, index, and archive its coverage of legislative proceedings. It must maintain a daily mirror image backup of all archived material at an off-site location.

WisconsinEye must make non-broadcast-quality archived material available to the public at no cost. The agreement states that “request can be made” to WisconsinEye for broadcast-quality archived material, the use of which is subject to the required user agreement and may be subject to a fee charged by WisconsinEye. It does not say who may make such a request, but context appears to indicate that any member of the public may do so.

³The provision regarding on-screen information is actually located with the provisions regarding WisconsinEye’s Internet site, but would appear to be pertinent to its program signal prior to archiving, also.

WisconsinEye must make broadcast-quality archived material available to the Committee on Senate Organization “for the purpose of making a record of significant events.” It must also make available to the State Historical Society (SHS) broadcast-quality archived material that the SHS has determined is of long-term significance. In both instances, WisconsinEye must make the material available at no cost and subject to user agreements negotiated with WisconsinEye.⁴

If WisconsinEye is dissolved or liquidated, it must transfer its complete archive to the SHS at no cost. If the agreement is terminated for any reason other than dissolution or liquidation of WisconsinEye, WisconsinEye must continue to make archived materials available to the Senate for the purpose of making a record of significant events.

If you have questions regarding the broadcasting of Senate proceedings or legislative oversight of WisconsinEye, please contact me directly at the Legislative Council staff offices.

DLL:ksm:jb

Attachment

⁴It appears that these may be but are not necessarily the same as “the required user agreement” that applies to other parties’ use of WisconsinEye materials.

July 5, 2005

**License Agreement Between
State of Wisconsin and WisconsinEye
(Senate)**

WHEREAS, WisconsinEye Public Affairs Network, Inc. (hereinafter "WisconsinEye"), a Wisconsin not-for-profit corporation, desires to install cable and fixtures in rights-of-way, the interior space and conduits leading to the State Capitol Building (hereinafter "Capitol"); and

WHEREAS, the State of Wisconsin desires to allow WisconsinEye to install such equipment for the purpose of providing the public with coverage of legislative proceedings; and

WHEREAS, WisconsinEye is willing to provide this service without state funding; and

WHEREAS, WisconsinEye is willing to donate to the State of Wisconsin needed equipment for the above purpose such as, but not limited to, fiber optics cable, equipment (excluding cameras), and appurtenances to be installed in conduit, right-of-way and interior spaces of the Capitol Building;

NOW, THEREFORE, WisconsinEye and the State of Wisconsin agree as follows:

- I. INTRODUCTION. This License Agreement (this "Agreement") is made and entered into effective as of the 10th day of August, 2005, among WisconsinEye Public Affairs Network, Inc., a Wisconsin not-for-profit corporation ("WisconsinEye"), and the undersigned designees of the State of Wisconsin. This Agreement uses the term "broadcasting" in the general sense of signal transmission by any means, including via cable or air, and not in any more narrow sense as may be reflected in federal or state legal definitions.
 - A. LICENSING AGENCY. The State of Wisconsin (the State), acting through the Committee on Senate Organization and the Department of Administration (DOA), enters into this Agreement with WisconsinEye.
 - B. CONTRACT ADMINISTRATION. The Agreement will be administered by the Wisconsin Department of Administration and the Senate. DOA has final authority, subject to approval of the Governor and the State Capitol and Executive Residence Board (SCERB) (and, as appropriate, the State Building Commission), for all aspects of contract administration that affect the physical structure of the State Capitol, such as the location of fixtures attached to the State Capitol and the placement of fiber optic and other cables. In addition, the Committee on Senate Organization must approve the installation of cameras in the Senate chamber and Senate hearing rooms.
 - C. RELATED AGREEMENTS. WisconsinEye shall not enter into an agreement which materially differs from this Agreement with other

agencies or branches of state government except for those provisions which relate exclusively to the broadcast of legislative proceedings unless agreed to by all parties to this Agreement. Each branch of state government may establish its own protocols with WisconsinEye.

II. SCOPE OF SERVICES; LIMITATIONS.

A. APPROVAL REQUIRED.

1. For the purposes of this Agreement, "signal transmission equipment" is defined as video cameras and audio equipment and connecting cables and wireless transmission equipment. WisconsinEye shall install signal transmission equipment in the Capitol only in specific locations approved by SCERB and DOA, acting through the Division of State Facilities, and operated in accordance with the protocols approved by the Committee on Senate Organization, and, when applicable, the Governor and the Supreme Court. In addition, the Committee on Senate Organization must approve locations for signal transmission equipment in the Senate Chamber and the Senate hearing rooms.
2. All Employees of WisconsinEye and any of its contractors shall be required to submit information for security background checks prior to working within the Capitol and shall be required to sign a confidentiality agreement with respect to the Capitol security, HVAC and electrical systems. Any employee or contractor who fails to obtain a security clearance or who has not signed the confidentiality agreement shall be prohibited from having access to the Capitol premises while acting under this Agreement.
3. For purposes of this Agreement, "camera" means the camera body, attached lens, attached robotic head and mounts, associated power supply, and attached microphone.

- B. INSTALLATION. Prior to installation of any signal transmission equipment, WisconsinEye shall submit complete plans and specifications to the Administrator of the Division of State Facilities for approval. Such plans shall include cameras, equipment, cable, and appurtenances, proposed cable routes, specific camera placements, equipment locations and any other information requested by the Division Administrator. Such plans shall also describe the methods of installation and the plans and precautions necessary to avoid damage to the Capitol or its furnishings, fixtures and equipment. These materials shall be known as the Construction Documents and shall include all proposed work. The State shall have 45 days to review the plans, specifications and documents submitted during which time it will meet and discuss the installation documents with WisconsinEye. DOA will submit copies of the Construction Documents to the Chief Clerk of the Senate, SCERB, and the State Building Commission for approval. The State, in its sole discretion, may approve or reject any such Construction Documents. No

installation shall cause interference with the state's communication facilities installed within the Capitol or any other state facilities. No camera may be affixed to the Capitol without the approval of SCERB. All cameras mounted shall use a removable clamping system that does not involve the drilling of holes or any other permanent damage to the Capitol, unless specifically authorized by SCERB. WisconsinEye shall also submit the names, qualifications and evidence of insurance for each contractor or subcontractor proposed by WisconsinEye to perform work under this Agreement and shall attend an orientation seminar to educate and sensitize the workers to the importance of the materials in the Capitol. Construction documents shall be submitted within 60 days of execution of this Agreement.

C. IMPLEMENTATION. WisconsinEye shall submit a proposed Critical Path Implementation Schedule (the "Schedule") for the installation which minimizes disruption of legislative and other governmental activities and public access to the Capitol. The Schedule must identify all WisconsinEye activities. The Schedule must be approved by the Division of State Facilities and, for Senate spaces, the Committee on Senate Organization before any work commences. The Schedule shall be submitted within 60 days following execution of this Agreement. The Schedule shall include a weekly schedule for the installation which identifies all WisconsinEye activities. No Installation or Broadcasting may occur until the Schedule and Construction Documents have been approved by the SCERB, the Department of Administration and, with regard to Senate spaces and proceedings, the Committee on Senate Organization. The Department of Administration shall have the right to stop installation work when in its determination the historical integrity or security of the Capitol is endangered, or the work is not in conformity with the Schedule or the Construction Documents. The Schedule shall be updated weekly and the updates shall be approved by the DOA Division of State Facilities and, with regard to Senate spaces and proceedings, the Committee on Senate Organization before implementation of any changes to the schedule and any work continues.

D. BROADCASTING COMMENCEMENT DATE.

1. If the WisconsinEye has not started broadcasting of legislative proceedings by 6 months after the approvals required in Sections I.B. and Article II have been received, this agreement shall immediately terminate.
2. If WisconsinEye has not started regular, ongoing broadcasting of executive branch or judicial branch proceedings by 18 months after the approvals required in Article II have been received, this Agreement shall immediately terminate.

E. TRANSMISSION RIGHTS. The State shall grant to WisconsinEye the authority, right and privilege, subject to the terms of this Agreement, to operate and maintain lines and other appurtenances necessary for the

operation of the signal transmission equipment in the Capitol for the purpose of transmitting legislative proceedings in accordance with Article II, Section F. below and with the legislative protocols found in Article IV.

F. SIGNAL OWNERSHIP AND AVAILABILITY.

1. Signal ownership and selection. Except as provided in 6.c. below, all signals, audio as well as visual, resulting from WisconsinEye's coverage of legislative proceedings, whether held in the Capitol or elsewhere, and whether transmitted or recorded via equipment that is mobile or installed in the Capitol, shall be owned by WisconsinEye. WisconsinEye shall select all such signals as required by the protocols stated in Section IV of this Agreement before transmission, whether for use as pool feed or as any other type of signal, from WisconsinEye's signal selection location.
2. WisconsinEye pool feed. Immediately after signal selection in accordance with the preceding paragraph, and any security time shift, WisconsinEye shall make available a pool feed, in a location approved by DOA within the State Capitol, of legislative proceedings that WisconsinEye is in the process of covering at no charge on a nondiscriminatory basis to any bona fide news organization or program provider, and any provider of telecommunications, satellite, cable, broadcast or information services. The purpose of the pool feed shall be limited to spot news gathering. Spot news gathering shall be defined as timely, editorial information for public consumption relating to daily legislative events or actions. Occasional full length coverage of individual event state proceedings will be permitted only with prior notice to WisconsinEye. The WisconsinEye pool feed shall ~~not be~~ made available for live coverage without WisconsinEye's permission to other broadcast service providers or any cable or satellite television broadcaster operating on a cable or satellite television system that carries the continuous WisconsinEye Channel.
3. WisconsinEye program signals. "WisconsinEye program signal" means a signal originated, edited and programmed by WisconsinEye. WisconsinEye may set a reasonable price per program or per unit of time for part or all of a WisconsinEye program signal that it provides to any bona fide news organization, program provider, and any provider of telecommunications, satellite, cable, broadcast or information services requesting a WisconsinEye program signal. WisconsinEye shall provide all program signals to such requesters on equal terms, e.g., at the same price per program or per unit of time, on a nondiscriminatory and nonexclusionary basis.
4. Schools, libraries, and government. WisconsinEye shall make its programming of legislative proceedings available, free of charge, to dedicated networks that have signed user agreements serving state agencies, schools, higher education institutions, libraries, and municipalities. In addition, upon request of the Committee on Senate

Organization, WisconsinEye shall provide the Senate, free of charge, with a live, direct feed of its titled Senate programming for use in Senate-produced communications and educational materials in compliance with the required User Agreement. WisconsinEye's Senate programming may not be made available for later viewing at legislative websites, except that segments may be presented from such sites as part of Senate-produced communications or educational materials. WisconsinEye shall cooperate with the Legislative Technology Services Bureau (LTSB) to provide a direct link to its video stream programming, including audio, from the Legislature's Internet Site for "In Session Assembly", "In Session Senate", "Senate Committee Meetings", and "Assembly Committee Meetings."

5. WisconsinEye's Internet Site. WisconsinEye shall establish and maintain an Internet Site using sufficient bandwidth to accommodate anticipated and reasonable demand for WisconsinEye's coverage of legislative proceedings as streaming media files. WisconsinEye's Internet site shall index and provide access, free of charge, to streaming media files for all events it covers, as well as to daily schedules of legislative proceedings intended to be covered, cable television channel locations in various communities, the mission of WisconsinEye, contact and other information and active links to the Legislature's web sites. WisconsinEye and the Committee on Senate Organization or its delegee will mutually develop a system for specifying frequent on-screen information that correctly identifies speakers (including applicable rank, party affiliation and district or home town), as well as bill numbers, captions, motions and helpful Internet links for Senate proceedings. WisconsinEye shall identify all programming as either being "live," "from earlier today" or "recorded on [date]."
6. Archiving.
 - a. WisconsinEye shall record, index and archive its coverage of legislative proceedings. The general public shall have Internet access to this archive at no cost. While the Internet-accessed archive will not be broadcast quality, request can be made to WisconsinEye for broadcast-quality archived material, for which WisconsinEye may charge a fee. WisconsinEye shall require a User Agreement for any persons purchasing or using the archived material as specified in Article IV.A.
 - b. WisconsinEye shall make available broadcast-quality archived material to the Committee on Senate Organization or its delegee, at no cost for the purpose of making a record of significant events. Any copies of archived materials made by the Committee on Senate Organization or its delegee under this provision shall be subject to a User Agreement to

be negotiated between WisconsinEye and the Committee on Senate Organization.

- c. If WisconsinEye should ever be dissolved or liquidated, WisconsinEye shall transfer its complete archive to the State Historical Society at no cost.
- d. If this Agreement is terminated for any reason other than the dissolution and liquidation of WisconsinEye, WisconsinEye shall continue to make available broadcast-quality archived material to the Committee on Senate Organization or its delegee, at no cost for the purpose of making a record of significant events. Any copies of archived materials made by the Committee on Senate Organization or its delegee shall continue to be subject to the User Agreement to be negotiated between WisconsinEye and the Committee on Senate Organization.
- e. WisconsinEye shall maintain a daily, mirror image backup of all archived material at an offsite location.
- f. WisconsinEye shall make available select copies of broadcast-quality archived material to the State Historical Society determined by the State Historical Society to be of long-term significance and at no cost, provided the State Historical Society enters into a User Agreement with WisconsinEye and refrains from selling the archived material.

- G. **SIGNAL TRANSMISSION EQUIPMENT AND EXCLUSIVE OWNERSHIP.** The State shall own all signal transmission equipment (excluding cameras) installed under this Agreement. During the term of this Agreement, WisconsinEye shall have the exclusive use of the signal transmission equipment and the State shall assign all warranty and service agreements to WisconsinEye. WisconsinEye shall be responsible for the enforcement of all service agreements and warranties, and for payment of any fees or deductibles relating to the warranties and service agreements.
- H. **TERM OF LICENSE.** This Agreement shall be in full force and effect unless sooner terminated pursuant to the terms and conditions herein for a period of 7 years from the effective date of this Agreement.
- I. **LIMITATION UPON LICENSE.** Any privilege claimed under this Agreement in any State of Wisconsin conduit or right-of-way shall be subordinate to any prior lawful occupancy or any subsequent legal exercise of the powers of the State of Wisconsin. WisconsinEye shall not allow any liens to attach to any lines or equipment installed or utilized in, on or through the Capitol.
- J. **CONSTRUCTION TIMETABLE.** Fiber optic lines installed by WisconsinEye in the Capitol must be energized, extended and connected

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within 6 months after the approvals required in Sections I.B. and Article II have been received, or the Agreement will terminate.

- K. MAINTENANCE AND REPAIR. WisconsinEye shall repair, maintain and upgrade, where practicable, the cameras, equipment, appurtenances, and all cable and equipment it places in the Capitol under this Agreement, and shall transfer ownership of the equipment (excluding cameras), appurtenances and lines to the State of Wisconsin upon installation without charge of any kind.
- L. COST. WisconsinEye shall be responsible for all costs associated with this Agreement. There shall be no costs to the State for the term of this Agreement.

III. GENERAL REQUIREMENTS.

- A. INDEMNIFICATION. WisconsinEye expressly acknowledges and agrees, by acceptance of this Agreement, to indemnify, defend and hold harmless the State, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the State or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from WisconsinEye's acts or omissions in the exercise of its rights under this Agreement, whether caused by or contributed to the State or its agents or employees. This indemnification provision shall not apply to damages arising from the sole negligence of the State or its employees, officers or agents.
- B. LIABILITY INSURANCE. WisconsinEye shall maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be five million dollars (\$5,000,000) liability for bodily injury and property damage including product liability and completed operations. WisconsinEye shall provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be two million dollars (\$2,000,000) per occurrence combined single limit for automobile liability and property damage. Such liability insurance shall be kept in full force and effect during the existence of this Agreement and all renewals and extensions thereof. Any contractors of WisconsinEye performing on behalf of WisconsinEye pursuant to this Agreement shall also be insured as required herein. The State shall be named as an additional insured on all policies. Prior to commencing work under this Agreement, WisconsinEye shall provide an acceptable insurance certificate and if requested, a copy of the insurance policy to the State Bureau of Risk Management.

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C. APPLICABLE STATE EMPLOYMENT LAW. WisconsinEye and its subcontractors shall comply with all applicable state and federal employment laws, and shall maintain, throughout the term of this agreement, worker's compensation insurance as required by Wisconsin Statutes for all employees performing services under this Agreement.

D. PAYMENT AND PERFORMANCE BOND.

1. Amount of Bond. WisconsinEye shall furnish a Performance-Payment Bond (or other security satisfactory to the State) in an amount equal to one hundred percent (100%) of the cost of materials and labor installed in the Capitol, as security for the faithful performance of this Agreement, payment of all persons performing labor or furnishing materials for the Project, and payment of all other debts incurred in the performance of the Work. WisconsinEye shall provide documentation to the State demonstrating that the Performance-Payment Bond is equal to 100% of the cost of materials and labor to be installed in the Capitol
2. Form of Bond. The Performance-Payment Bond Form and the supporting documents described in the preceding paragraph, which WisconsinEye shall be required to execute, must be delivered to and approved by the State prior to commencing work under this Agreement.

E. TERMINATION.

1. Except as provided in E.2. below, if WisconsinEye defaults in the performance of any covenant or agreement contained in this Agreement and such default continues in excess of thirty (30) days from the notification of the default by the State, the State acting through DOA, shall have the right to revoke and terminate this Agreement provided that the State shall notify WisconsinEye in writing of the nature of the default and WisconsinEye shall have failed to remedy or cease such act of default.
2. With respect to violations of Article IV, the committee on Senate Organization may provide WisconsinEye with a detailed, written description of the nature of the default and the steps that WisconsinEye will be required to take to remedy the default. Upon receipt of such notice, WisconsinEye shall immediately cease and desist from engaging in the act of default. WisconsinEye shall have 30 days from the date on which the notice was received to take any additional steps necessary to remedy the default. If WisconsinEye fails to take any additional steps required by the Committee on Senate Organization, the Committee may terminate this Agreement as it relates to the Broadcast of Senate proceedings, unless WisconsinEye

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submits a statement to the chairperson of the committee indicating that WisconsinEye disputes the existence of an event of default or the inadequacy of WisconsinEye's remedial steps. If WisconsinEye submits such a statement, the parties agree to submit the dispute to non-binding arbitration by a mutually agreed upon arbitrator. Such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. The fees and expenses of such arbitration shall be borne equally by the parties.

3. Upon termination of this Agreement, the State shall have title to and ownership of all cameras used under this Agreement in the Capitol and shall retain all equipment, appurtenances, cable and lines installed under this Agreement.

F. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

G. NONDISCRIMINATION IN EMPLOYMENT. Section 16.765 of the Wisconsin Statutes requires the following provision to be included in every contract executed by agencies of the state. WisconsinEye, as the contractor, agrees to the provisions as stated below:

"In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause."

H. AFFIRMATIVE ACTION PLAN. As contractor, WisconsinEye agrees to meet the State's affirmative action requirements. All contracts of more than \$25,000 require the submission of a written affirmative action plan. Contractors with an annual work force of less than 25 employees are excluded from this requirement.

Within 15 days after the award of the contract, the written affirmative action plan shall be submitted to the Department of Administration,

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Office of Contract Compliance, P. O. Box 7867, Madison, WI 53707-7867. Contractors are encouraged to contact this office for technical assistance on equal opportunity.

"Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment; (2) internal and external dissemination of the policy; (3) assignment of a key employee as the equal opportunity officer; (4) a work force analysis that identifies job classification where representation of workers, minorities and the disabled is deficient; (5) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balance of the work force; (6) revision of all employment practices to ensure that they do not have discriminatory effects; (7) establishment of internal monitoring and reporting systems to measure progress regularly.

It is the responsibility of the Office of Contract Compliance to evaluate and monitor the compliance activities of those contractors conducting business with the State of Wisconsin. The Office of Contract Compliance may treat failure to submit an affirmative action plan when required as a per se breach of contract.

When an affirmative action plan submitted on a timely basis is found defective or deficient, the Office of Contract Compliance will work with the contractor to bring the plan into compliance. The Office may recommend deferring start-up of the contract until the plan is approved, may waive requirements temporarily, may permit completion of the contract but declare the contractor ineligible for further awards, or may terminate the contract without liability to the State invoking the performance bond if one is in effect. The Office is also responsible for receiving and resolving complaints of alleged violations against a contractor.

- I. CONTINUANCE OF CONTRACT. Continuation of the contract by the State beyond the limit of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the contract by lack of appropriations shall be without penalty to the State.
 - J. NONASSIGNMENT. No right or duty in whole or in part on the part of WisconsinEye as the contractor under the Agreement, may be assigned or delegated without the prior written consent of the State of Wisconsin, acting through the Department of Administration and the Committee on Senate Organization. Upon any transfer of ownership control over WisconsinEye, the Committee on Senate Organization or the Department of Administration may immediately terminate this Agreement.
- IV. REQUIRED LEGISLATIVE PROTOCOLS. The following protocols apply to WisconsinEye's coverage of legislative proceedings and to WisconsinEye's coverage of any other event if the coverage uses equipment permanently installed in the Capitol. WisconsinEye agrees that transmission of a signal that is not in compliance with the protocols set forth in this Agreement is grounds for termination of this Agreement, in accordance with section III. E. and IV. E. WisconsinEye shall observe the following protocols in the broadcast of Legislative proceedings:

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A. **USER AGREEMENT PROHIBITING POLITICAL OR COMMERCIAL USE.** WisconsinEye shall establish a user agreement and require that it must be executed by any party seeking access for any reason to WisconsinEye coverage of State proceedings. The user agreement shall state that any use of a WisconsinEye signal is conditioned on the user's agreement not to use the signal for political or commercial purposes. "Political purposes" has the meaning set forth in section 11.01(16), Stats., and also includes communication that is made during the period beginning on the 60th day preceding a general election, special, spring or primary election and ending on the date of that election and that includes a reference to or depiction of a clearly identified candidate whose name is certified to appear on the ballot for election or nomination to an office to be filled at that election. The Committee on Senate Organization shall approve the form of the User Agreements and any additional conditions in User Agreements shall be subject to the committee's approval. WisconsinEye shall sue to enforce, at WisconsinEye's expense, any user agreement that is violated.

B. **COVERAGE OF LEGISLATIVE PROCEEDINGS.**

1. In these protocols, "coverage" means the generation, selection, transmission and compilation by WisconsinEye of audio and video for the purpose of making a WisconsinEye pool feed, as defined in Article II. F. 2., and WisconsinEye program signals, as defined in Article II. F. 3. WisconsinEye agrees not to activate any cameras installed in the Capitol for purposes other than to cover official legislative proceedings, ceremonies, news conferences authorized under legislative guidelines, broadcast news shots, and chamber and rotunda background shots. Such coverage shall be professional, dignified and non-partisan. WisconsinEye shall comply with and meet all of the organizational and operational tests of a 501 (c)(3) corporation. WisconsinEye shall strive to present gavel-to-gavel and unedited coverage without editorial comment, so as to accurately present, without augmentation, what would be seen and heard by a visitor to a chamber gallery or committee hearing room during a floor session or meeting.
2. WisconsinEye shall terminate transmission of any signal within 10 seconds after the proceedings are adjourned or recessed.
3. WisconsinEye shall cover all floor sessions of the Assembly and Senate, and shall make the WisconsinEye pool feed of such coverage available immediately after signal selection in accordance with Article. II.F.1. and this Article.
4. WisconsinEye shall cover at least one full hearing of each Joint Senate standing or statutory committee that meets during each biennial legislative session, and shall strive to give fair representation to all committee meetings. The president of WisconsinEye, or the president's delegate, shall make day-to-day decisions about which

committee hearings and other legislative proceedings will be covered, and shall strive to achieve balanced non-partisan coverage. WisconsinEye shall make the WisconsinEye pool feed signal for each such covered event available immediately after signal selection in accordance with Article. II.F.1. and this Article.

C. RECORDING NOTIFICATION.

1. For the purposes of these protocols, "to record" means to activate a camera or audio equipment to cover a proceeding, whether or not the coverage is live or ultimately recorded on a medium that enables replay. The Legislature reserves the right to terminate transmission of any signal, as determined by the presiding officer, if a person not associated with the proceeding presents a risk of bodily harm to those present. WisconsinEye and the Committee on Senate Organization shall agree upon a phrase that may be used by the Senate's presiding officer to signal a request for transmission termination in such an event. WisconsinEye agrees to comply with such requests immediately and without prior notice.
2. WisconsinEye shall provide, by each Friday at noon, a schedule of the legislative proceedings it intends to record during the following week to the Senate Chief Clerk and Presiding Officer. WisconsinEye shall post the schedule on the WisconsinEye's Internet Site and shall facilitate the creation of a link from the Legislature's Internet Site to the schedule on the Licensee's Site.
3. WisconsinEye and the Senate Chief Clerk will establish notification procedures for changes in start times for all Senate proceedings. WisconsinEye shall keep current its Internet site to reflect daily schedule additions or amendments to starting times.
4. The Senate Sergeant-at-Arms shall post signs outside the Senate room where a Senate proceeding will be held stating that the proceeding is being recorded for broadcast by WisconsinEye, if the proceeding is identified in WisconsinEye's broadcast schedule under IV. C. 2., not less than five minutes before the scheduled convening of the proceeding. WisconsinEye may not start its coverage of a proceeding until the Sergeant-at-Arms has posted the required signs. In no case may WisconsinEye begin recording more than five minutes prior to the noticed starting time of the proceeding, except that WisconsinEye may record for set-up and testing purposes only with posted notice in accordance with the License Agreement. WisconsinEye's audio coverage of a proceeding shall end 10 seconds after the presiding officer adjourns or recesses the session or meeting and during that 10 seconds shall be background only as defined in Article IV, Section D. 2. WisconsinEye's video coverage shall end 10 seconds after the presiding officer adjourns or recesses the session or meeting and during that 10 seconds shall be limited to a general view of the room

without close up shots. If the commencement of a proceeding is delayed and WisconsinEye records more than five minutes before the presiding officer calls the session to order, only the five minutes immediately preceding the presiding officer's action may be preserved for the archive, as set forth in Section II. F. of this Agreement.

5. WisconsinEye shall equip all cameras with indicator lights, visible to all persons participating in a proceeding that is being recorded and, to the extent feasible, to all other persons in the chamber or room where the proceeding is taking place. The light on an individual camera shall be illuminated at all times that the camera is recording. When not in use, cameras that are permanently installed must be turned upright so as to face the ceiling.

D. SHOT SELECTION/RECORDING PARAMETERS.

WisconsinEye's shot selection and coverage of legislative proceedings shall at all times be consistent with the dignity and decorum of the Wisconsin State Senate. WisconsinEye shall record and cover the actions of Senators as such actions are intended to unfold by the Senate. To that end, the presiding officer, by calling on members or witnesses to speak, shall determine the primary focus of WisconsinEye's camera and audio coverage as follows:

1. Camera shot selection. WisconsinEye shall primarily focus coverage on the presiding officer or person recognized by the presiding officer. WisconsinEye may not intentionally select any shot in which materials on a legislator's laptop computer screen or desktop are discernable. Specifically avoided will be camera shots and audio selection, not of designated speakers, which may be considered in WisconsinEye's judgment to be embarrassing or selected as to be sensational or invasive to private materials or conversations. If the legislative body is standing informal or in recess, the camera shall focus on the podium or voting board.
2. Audio recording. The presiding officer shall retain authority to turn on and off members' microphones. WisconsinEye may use background audio coverage at any time, however, WisconsinEye shall not provide audio voice-over commentary during meetings and floor sessions. All background audio coverage must be maintained at a level sufficiently low so as to establish presence without communicating the content of any discussion conducted at normal levels. If WisconsinEye elects to use audio coverage before a meeting or session is called to order by the presiding officer any such coverage shall be exclusively background audio coverage.
3. Audio Coverage. Once a meeting or floor session has begun, WisconsinEye shall focus audio coverage primarily on the presiding officer, or on the designated speaker recognized by the presiding

officer. If the legislative body is standing informal or is recessed, audio coverage must be shut off. WisconsinEye may not focus any audio coverage on a legislator or any other person who has not been recognized by the presiding officer.

E. LEGISLATIVE OVERSIGHT FUNCTIONS

1. The Committee on Senate Organization may delegate its functions under this agreement. The Senate Chief Clerk shall be the point of contact for official communication relating to WisconsinEye.
2. WisconsinEye shall provide notice in writing to the majority and minority party leaders of the Senate and the Chief Clerk of the Senate seven days in advance of the day it first intends to record a proceeding of the Wisconsin Legislature.
3. Because these protocols are new to the Senate, the Committee on Senate Organization shall undertake a review of these protocols during the first six months of operation. If the first six months of operation do not include at least three floor periods, the review shall be extended until the conclusion of the third floor period following the start of operations. The Committee on Senate Organization reserves all rights to modify the protocols, as it deems fit, at that time. The Committee on Senate Organization shall establish a six (6) member special committee comprised of equal numbers of majority and minority party Senators for the purpose of monitoring the operation of the protocols during the review period established under this paragraph. Before expiration of the review period established under this paragraph, the special committee shall report to the Committee on Senate Organization concerning the operation of the protocols and shall make recommendations to the Committee on Senate Organization concerning modifications to the protocols.
4. WisconsinEye will submit to the Senate Chief Clerk quarterly reports on its operations. Each report will include a summary of stated goals and progress. WisconsinEye shall annually submit to the Chief Clerk a copy of its federal tax return and a report disclosing WisconsinEye's annual operating budget and any capital received by, pledged to, or loaned to WisconsinEye in excess of 25% of that operating budget from any single individual, entity, or group of affiliated entities. If the report indicates that WisconsinEye has received, been pledged, or been loaned capital in excess of 25% of that operating budget from any single individual, entity, or group of affiliated entities, and the Committee on Senate Organization makes a written determination that the capital investment is likely to result in undue influence over WisconsinEye programming, the Committee on Senate Organization may immediately terminate this Agreement as it relates to broadcast of Senate proceedings.

July 5, 2005

5. Enforcement of this Agreement shall be governed by Article III, Section E. Notwithstanding Article III, Section E, the Senate may immediately terminate this Agreement due to repeated or gross violations.

In Witness Whereof, the undersigned hereto set their hands and seals as of the 11th day of August, 2005.

State of Wisconsin
Department of Administration

WisconsinEye Public Affairs Network, Inc.

By: [Signature]

By: [Signature]

State of Wisconsin Senate
By: [Signature]



Daggs, Kathy

From: Chris Long [ChrisLong@wiseeye.org]
Sent: Wednesday, October 17, 2007 7:30 AM
To: Daggs, Kathy
Subject: RE: Public Hearing: Special Committee on Oversight of Senate Broadcasting

Kathy--

I believe you said the committee would call me. My number here at the hotel in Green Bay is 920-437-5900, Rm 117.

Please let me know if you need any other information from me in advance of tomorrow's public hearing.

Thanks

Chris

-----Original Message-----

From: Daggs, Kathy [mailto:Kathy.Daggs@legis.wisconsin.gov]
Sent: Tue 10/16/2007 10:08 AM
To: Chris Long; Claudia Looze
Subject: FW: Public Hearing: Special Committee on Oversight of Senate Broadcasting

Kathy Daggs
Office of Senator Pat Kreitlow
Wisconsin State Senate - 23rd District
Room 10 South - State Capitol
PO Box 7882
Madison, WI 53703-7882
Phone: 608-266-7511 or 888-437-9436
kathy.daggs@legis.wisconsin.gov

From: Daggs, Kathy
Sent: Tuesday, October 16, 2007 10:07 AM
To: *Legislative All Senate; *Legislative All Assembly
Cc: Lovell, David; Marchant, Robert; Blazel, Ted
Subject: Public Hearing: Special Committee on Oversight of Senate Broadcasting

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Senate

PUBLIC HEARING

Special Committee on Oversight of Senate Broadcasting

The committee will hold a public hearing on the following items at the time specified below:

Thursday, October 18, 2007
8:30 AM
300 Southeast
State Capitol

10/17/2007