

# Bremerton Kitsap Access Television Policy Handbook

**BKAT's Mission is to benefit greater Kitsap by providing a means for expression through cable TV and video; encouraging civic awareness with coverage of government meetings; and inspiring our community with positive, hyper-local stories.**

BKAT is funded through cable franchise agreements, a fee added to cable bills and through service contracts between the City of Bremerton and the City of Poulsbo, the City of Bainbridge Island, Kitsap County and other agencies. BKAT links together individuals, educational facilities and government institutions to over 50,000 cable subscribing households in Kitsap County via Comcast Channel 12 and Astound/Wave Channel 3 or 70.

A citizens Advisory Committee, appointed by the City of Bremerton and Kitsap County, meets regularly to provide policy and planning guidance.

## **1. Airing a Program on BKAT**

Members can submit original video programs they have created or sponsor pre-produced programs for airing on BKAT.

### **1.1 Eligibility**

Members can submit programs for airing after membership is secured. Programs must be submitted via upload to the cloud using *Liquidfiles*. Programs must be accompanied by a completed and signed BKAT *Playback Request Form* if they are not part of a member's Series Agreement programming. The programs must be non-commercial, meet basic technical requirements and have proper cablecast rights in order to air.

Content of programs must conform to BKAT policies and will be the sole responsibility of the Program Sponsor. Individuals sponsoring programming must

be 18 years of age or older. Those under the age of 18 must have their parent or legal guardian sign all proper paperwork on their behalf.

### **1.2 Technical Requirements**

Programs are required to have a clear and unbroken picture and audio must be clearly understandable and at levels free from distortion. Technical specifications for digital video files are available in the *BKAT Video File Specifications* document available on request or at [www.bkat.org](http://www.bkat.org). BKAT reserves the right to reject programs not meeting minimum standards.

### **1.3 Standard Definition (SD) v. High Definition (HD)**

Starting effective January 1, 2025, community programs submitted to BKAT to air will be required to be HD to be aired in regular daytime/evening program timeslots. BKAT will not replay SD programs in regular HD timeslots.

If community members with an assigned lottery HD timeslot wish to re-air SD programs, they may submit a playback request form to have the material aired in an SD timeslot. SD material will be accepted but aired in non-priority random filler timeslots or in timeslots between 11pm and 8am.

HD is defined as video having a resolution of 1920x1080 (preferred) or 1280x720 pixels. SD is defined as video having a resolution lower than 1280x720 or in 4x3 aspect ratio.

### **1.4 Single Programs and Series Programs**

The annual BKAT season is January 1 – December 31<sup>st</sup>. Series within that season are scheduled by Lottery. Remaining timeslots for non-series programs or from those joining as BKAT member after the lottery for the year has been held, are scheduled on a time available basis. NOTE: BKAT

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reserves the right to pre-empt regularly scheduled programming in the event of an emergency, during Holidays, broadcast of live community events, or to accommodate extended government meeting coverage.

Series: A new program provided to BKAT at a minimum of once a month. For once-a-month series, programs will run weekly for remainder of slots in the given month and thereafter until a new program is submitted. Programs submitted on a weekly basis will run for the upcoming timeslot, and for subsequent timeslots until a new program is submitted. Up to a calendar years' worth of programs can be turned in at once.

New series programs must have submitted 6 consecutive monthly programs to be considered for lottery participation and/or receive a regularly scheduled timeslot.

## 1.5 Annual Series Lottery

The purpose of the annual lottery is to open slots not reserved by contract with BKAT in a fair manner to community producers who create new monthly shows for broadcast. Series are scheduled by Lottery. Remaining timeslots for non-series programs or programs consisting of re-runs (videos that have already aired 3 or more times on BKAT in the last 2 years) are scheduled on a time available basis or playback in random rotation.

Program time slot Lottery forms will be sent out early November with deadlines for submission and Lottery will be held at end of November. Only BKAT members in good-standing (dues paid, paperwork completed and with no violations in submitting series programs on time) may participate in the lottery.

Lottery drawing for program schedule slots takes place in this order: 1. Locally Produced; 2. Imported Productions.

Programs where a schedule slot of sufficient duration for airing content in entirety is not available when it is their turn for lottery selection, will be offered open slots of sufficient duration outside of the 8am to 10pm slots offered on the lottery form after all lottery picks are concluded.

Only one program will be scheduled per timeslot unless otherwise arranged with and approved by BKAT Access Manager prior to the series lottery; any remaining time in each timeslot will be programmed with filler material at BKAT's discretion. Programs exceeding the timeslot length will be truncated to fit. All public programs will be preceded by a 10 second BKAT-inserted disclaimer video. Maximum video length for a 30 minute timeslot is 29 minutes 50 seconds, and for a 1-hour timeslot is 59 minutes 50 seconds.

## 1.6 Holiday Schedule

Holidays that might affect the BKAT schedule are: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

Certain days are also reserved for special programming on BKAT that might pre-empt regularly scheduled programs: Armed Forces Day and Election Day.

## 1.7 Program Promotion

BKAT's Schedule appears on the BKAT website and on the TV Guide Channel of your cable system and as a courtesy is updated with 1-3 weeks of data. Due to the nature of the third-party of cable guide data, BKAT makes no guarantee or warranty for accuracy or availability of cable guide data.

## 1.8 Program File Management

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Starting January 1, 2026, all programs must be submitted to BKAT via *Liquidfiles* cloud upload site at [www.BKAT.tv/UPLOAD](http://www.BKAT.tv/UPLOAD). Due to computer virus and cybersecurity threats and City of Bremerton IT security policy, no external hard disk/USB flash drives or DVD/CD's will be accepted. Members without high-speed internet may bring a laptop or other device to the BKAT office and utilize Wi-Fi to make the upload.

Programs must be received via *Liquidfiles* by noon each Thursday for airing in the next program week to allow staff downloading and processing time unless otherwise arranged in advance with BKAT staff. Please allow ample time for uploading to meet this time limit. Multi-gigabyte file uploads on slower broadband connections can take several hours to complete. You will receive an email confirmation once BKAT staff have downloaded your file. Failure to meet the deadline will result in program being scheduled in following week's timeslot.

Programs must include a title or episode number and expected date of playback based on currently assigned schedule time slot. This information can be included in the text field of the *Liquidfiles* upload. If specific expected date(s) of playback are not included with file(s), BKAT will attempt to schedule programs in the nearest upcoming series timeslot based on a first-in, first-out method.

Non-series programs will not be scheduled until a completed *Playback Request Form* is submitted for each video. The preferred method of delivery is in the same *Liquidfiles* upload session used for the video file upload.

## 1.9 Content Restrictions

### 1) Commercial Content

The Cable Television Franchise agreement between the City of Bremerton and Comcast

and Astound/WAVE prohibits producers from submitting commercial programming. The franchise agreement states in relevant part: ***“Access or Access Programming includes Public Access, Educational Access and Governmental Access, collectively, and means the availability for Noncommercial use by various governmental and educational agencies, institutions and organizations, in the community...”***

### 2) Copyright

BKAT will not knowingly air copyrighted material and members shall be responsible for any copyright claim arising from the airing of programs (or components of programs) that they submit to BKAT. By submitting programs via *Liquidfiles* and/or by signing a series agreement, submitters agree to indemnify BKAT, the City of Bremerton, their officials and their employees from any copyright claims.

### 3) Additional Restrictions

Additional restrictions apply for programs that contain the following:

- Fundraising or solicitation of funds.
- Advertising material designed to promote the sale of commercial products or services.
- Invasion of privacy.
- Lottery information or games, raffles, gift enterprise or similar scheme.
- Material that is slanderous, libelous or made unlawful by any law instituted by a governmental body.
- Material that is subject to ownership or royalty rights, union residuals or other payment unless program provider has provided necessary written permission for cablecast.

## 1.10 Scheduling Potentially Objectionable Material

BKAT wants to provide parents or guardians with a means of controlling the viewing of potentially objectionable programming so

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that they may make informed cable-viewing choices.

While providing such notification, we do not wish to preclude the opportunity for all forms of expression on cable television in accordance with all relevant laws.

For the purposes of these guidelines, potentially objectionable material in programs is defined as any program that contains nudity, excessive swearing and/or excessive violence.

All potentially objectionable programs will be aired after midnight only and will be preceded by the following message, to be included as part of the video file by the producer. The announcement will be in clear legible white font on a black background and run for no less than 5 seconds followed immediately by their program:

*“The following program contains material which may be offensive to some viewers or may be inappropriate for viewing by children”*

It is the responsibility of the Program Providers to check the appropriate box on the *Playback Request Form* when submitting the program that designates it to air after midnight. Promotion for potentially objectionable programs will also include the above message.

## 1.11 Legal Definitions of Offensive Material

BKAT recognizes that potentially offensive or obscene behavior, is subjective. For the purposes of this *BKAT Policy Handbook*: “Excessive Swearing” or profanity includes, but is not limited to, words as those identified in *FCC vs. Pacifica*. “Obscene Material” is defined by applying the “Miller Test” from the U.S. Supreme Court in the decision *Miller vs. California*: (a) whether the average person, applying contemporary

community standards would find that the work, taken as a whole, appeals to the prurient interest; (b) whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by applicable state law; and (c) whether the work taken as a whole, lacks serious literary, artistic, political or scientific value.

## 1.12 Political Programming

BKAT has specific guidelines with regard to programming on political issues before, during or after a political campaign season.

NOTE: Programs that include appearances by incumbents acting in their regular elected capacity are not subject to these policies.

BKAT encourages the production of programs relating to political forums, candidate debates and interview style programs when recognized political or ballot issue spokespersons are invited to participate. This means that sponsors of such recorded events must strive, in good faith, to accurately recruit and represent varying points of view, recognizing that representing all points of view is an unattainable goal in any community.

The sponsors or coordinators of these events should not intentionally design programming to promote one candidate or a single viewpoint over another. Therefore, program originators must be able to demonstrate that reasonable opportunities were provided to political parties, candidates, proponents and/or opponents to participate in the program.

Political programs may not contain advertising, signage or overt promotion for a political campaign.

## 1.13 Content Disclaimer

Program content is the sole responsibility of the Program Provider.

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For all Instant TV productions created in the BKAT studio with community producers/BKAT members, the following disclaimer will be edited into the beginning of every video and will appear for the duration of 5-10 seconds:

*“The content, views and opinions expressed in the following program are those of the producer and do not necessarily reflect the views and opinions of the City of Bremerton, BKAT, their officials or their employees”*

On the cable channel, prior to the airing of programs created and supplied by community producers, BKAT will schedule the above disclaimer to appear on screen for 5-10 seconds.

## 1.14 Underwriting Credit

Program Originators may acknowledge individuals, companies or other organizations that provide financial or other assistance in the production of a program. Such acknowledgement may include the individual’s name, brand name and/or trade name. This credit shall not include advertising information. The FCC describes advertising information as a “buy this” pleading, price information and/or “comparative or qualitative” language. Underwriting credits may not exceed 15 seconds per underwriter and no more than a total of two minutes. Note: The above underwriting acknowledgements shall not be repeated more than once per half-hour segment.

## 1.15 Program Library & Archive

BKAT reserves the right to re-cablecast/stream and/or archive copies of submitted programs BKAT also reserves the right to use program segments for our own promotional and training purposes.

## 1.16 First Use of Program

All programs produced through BKAT must premiere on BKAT prior to other uses of the material.

## 2. Using Equipment and Producing Programs

With membership in good standing, BKAT makes available use of video cameras, microphones, and studio, for use by production originators to assist them in producing their program to air on BKAT.

See *BKAT Studio Production Protocols* and *BKAT Instant TV Guidelines* for more information on studio use and BKAT rights to content made using the BKAT studio/Instant Television or field equipment.

### 2.1 Eligibility

Any Kitsap County resident may use BKAT equipment to produce programs to air on BKAT. They must first become BKAT Members by having a current *Membership Form* on file, furnish a current driver’s license of which a copy will be on file for the membership year and demonstrate proper use of equipment.

Individuals under 18 years of age must have their parent(s) or legal guardian(s) reserve, sign the *Public Equipment Checkout Form*, and check out and return the equipment on their behalf. A parent or legal guardian must also accompany an individual under the age of 18 at the BKAT studio. Individuals under the age of 14 may not operate BKAT equipment.

### 2.2 Financial Liability for Equipment

If BKAT equipment or facilities are damaged beyond normal wear and tear as determined by BKAT Management, or if equipment is lost or stolen, then the “user of record” (the member whose name is on the *Public Equipment Checkout Form*) is liable and will be billed by the City of Bremerton for the repair or replacement costs.

A member will not be allowed to reserve or check out equipment until their repair or replacement cost bill is paid in full, and failure to resolve issues of lost, stolen, or

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damaged equipment in a timely manner can result in a referral to appropriate law enforcement or collections agencies.

## 2.3 Training for use of BKAT Equipment

A basic instructional video on camera usage is available at BKAT's YouTube page, accessible at [bkat.org](http://bkat.org). Individuals who cannot demonstrate proper equipment use can set up a time with staff for brief individual training at no cost.

## 2.4 Equipment Use and Location Restrictions

Equipment may only be operated in the manner for which it was designed. The equipment may not be transported out of Kitsap County unless given specific approval by the BKAT Manager.

When recording in public, members shall not identify themselves in a way that indicates or implies that they are working on behalf of BKAT, the City of Bremerton, or as BKAT representatives. If asked, they may identify themselves as "Independent Community Producers" and may indicate that their programs will appear on BKAT as Community Access Programming.

## 2.5 Equipment Reservations and Checkout

Equipment (camera and audio) may be reserved up to 30 days from the current date and no less than 7 days in advance. Reservations will be held for no more than 30 minutes from specified start time. Members without *Series Playback Agreements* are allowed no more than three equipment reservations to be on file at any given time.

Failure to provide a finished program to BKAT for airing after equipment is returned will result in cancellation of all remaining reservations and potential loss of borrowing privileges for the year.

Reservations for equipment pick up and return are by appointment only, and only during weekday office hours. Requests are taken via email. Equipment is limited, please do not assume that you have a reservation until you receive confirmation from a staff member.

Equipment checked out on Thursdays must be returned Monday. Equipment checked out on Monday or Tuesday must be returned by Thursday morning.

Only certified equipment operators may pick up equipment and must confirm the equipment's inventory and proper working order at the time of check out. Once the paperwork is signed the member assumes full financial responsibility of equipment.

Non-certified persons may drop off the checked-out equipment upon approval of staff.

## 2.6 Station Identification

Producers using BKAT equipment and resources must display the following tag at the end of their program. The text must be in white font on a black background and be clearly legible:

***Production Facilities and Resources  
Provided by  
Bremerton Kitsap Access Television***

## 2.7 Duplication

BKAT will not make available copies of any program that BKAT did not originally produce. BKAT-produced programming is made available on YouTube or similar online video-on-demand sites.

Any request by the public for a copy of a program that is not produced by BKAT will be referred to the program sponsor. It is up to the program sponsor to decide if they allow copies of their program or not. Those copies are to be made by the program sponsor on their own equipment, not BKAT's.

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## 3. Financial Gain

Individuals and or organizations are prohibited from using BKAT Resources for financial gain Those in violation of this policy may be subject to discipline as outlined in section 6.2.

### 3.1 Compensation

No member may charge for equipment use, airtime, labor, production supplies and/or any other cost affiliated with a program creation by using BKAT equipment or studio, including Instant Television.

### 3.2 Exclusions

Independent producers or program sponsors who use their own equipment may charge individuals or use underwriters for anything listed in section 3.1 with the exception of airtime.

## 4. Studio Productions

The BKAT Studio and staff are available for “Instant Television” by appointment only, a minimum of 7 days ahead (See section 4.1); on Wednesdays from 10am-2pm. The BKAT Studio is in the BKAT office at 7266 Tibardis Rd NW in Bremerton.

### 4.1 Instant Television

BKAT will supply the camera crew and a director. Members can have two hours per studio appointment to create TV program(s). Up to one hour of basic post-production video editing for title sequence/graphics/music/credits insertion will be provided for programs on which BKAT retains copyright.

BKAT staff will provide wrap up cues to Instant TV host to ensure that filming time does not exceed its scheduled airtime block. Standard is a maximum of 28 minutes for a 30-minute scheduled block. Longer or shorter scheduled airtime blocks will receive appropriate time cues. Programs with total run time longer than their time slot will be

truncated during editing to fit into the time slot.

Instant Television productions and/or studio-produced content edited independently by community producers are intended as content for BKAT Cable channels 12 and 3/70.

Starting January 1, 2026, due to computer virus and cybersecurity threats, no member-supplied external hard disk/USB flash drives can be used to take copies of raw studio recording files. Producer must purchase brand new USB drive(s) on day of studio production from BKAT. The cost of BKAT USB drives are nominal and current prices are listed on the BKAT Rates and Fees table.

Producers editing their own Instant Television produced content agree to upload completed program(s) to air on BKAT no later than indicated in *Series Playback Agreement*, following the program submittal guidelines in section 1.8.

BKAT retains an irrevocable right to replay, air, transmit, store, copy, or archive in perpetuity any video program made using the BKAT studio or field equipment unless specifically arranged otherwise with BKAT management and the City of Bremerton before production commences.

Instant Television programming is created with equipment purchased using Cable Subscriber PEG fees and staff time subsidized by City of Bremerton Cable Franchise fees and as such is wholly sponsored by the public. Thus, Community producers utilizing Instant Television cannot be sponsored or otherwise financially supported by businesses or organizations to create ITV content.

Instant Television productions and/or studio produced content edited independently by community producers will not be hosted on

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BKAT's YouTube or Vimeo Channels, which is reserved for videos for which BKAT holds full copyright.

Requests by program producers for removal of programs from the BKAT program library will be taken on a case-by-case basis when extenuating circumstances or legal reasons create a valid need to do so and may be reviewed by the City of Bremerton legal department if needed.

Use of the BKAT studio for Instant Television production is limited to two appointments per quarter per individual member or organization. Individual members collaborating as a group on programming are limited to two studio appointments per quarter.

For more information on studio use and options; scheduling and studio set up, see *BKAT Studio Protocols*, and *Instant TV Guidelines*, available on request or at [bkat.org](http://bkat.org).

## 4.2 Public Service Announcements

When BKAT staff produces non-commercial Public Service Announcements (PSAs) as BKAT membership service, the following rules apply:

- PSAs are filmed in studio only (no field shoots).
- Community producer/BKAT member provides all appropriate B-roll content meeting technical specifications and copyright clearance prior to filming date via *Liquidfiles* cloud upload site at [www.BKAT.tv/UPLOAD](http://www.BKAT.tv/UPLOAD)
- PSA scripts must have a 2 minute or less total run time/duration.
- BKAT staff only provides basic editing.
- On camera talent can use teleprompter if scripts are provided at least 7 days prior to filming date in Word format.

- BKAT owns copyright to all PSAs it produces, but BKAT YouTube links may be embedded/used for e-newsletters, social media and websites.
- BKAT-edited programs and PSAs may contain licensed, non-transferable graphics and music and cannot be supplied to members in any format in whole or part.

## 5. Talent Releases

All on-camera participants in BKAT produced videos in studio and in the field, will be required to sign a talent release before filming. Such release authorizes BKAT to record and distribute performances for cablecast, airing live, replay on BKAT, and BKAT's online distribution channels now and in perpetuity. Please see *Instant TV Host Talent Release Form* and *Talent Release Form* for specific language.

Instant TV series program hosts will be required to sign a new talent release annually. Instant TV guests will be required to a sign talent release each separate day they appear on camera in the BKAT studio.

Talent release forms specific for participants under 18 will require the signature of a parent or guardian prior to filming in the BKAT studio or in the field.

## 6. Penalties for Violations of Policy

A system of progressive discipline is in place to protect the rights of BKAT clients while ensuring fair application of policy and due process.

### 6.1 Examples of Policy Violations

Any violation of BKAT policy may be grounds for disciplinary action and/or loss of privileges. Examples include but are not limited to:

- 1) Repeated failure to pick up reserved equipment, or late returns.

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- 2) Repeated failure to turn in a program to air on BKAT when BKAT equipment has been used.
- 3) Representing oneself as a representative, of or staff of BKAT when filming;
- 4) Repeated cancellations with less than 7 days notice, late arrivals or failure to appear for studio and Instant Television appointments.
- 5) For series (independent community producer and/or Instant TV producer): failure to provide a new program at a minimum of once a month, or as indicated in *Series Playback Agreement*.
- 6) Failure to upload content for a scheduled program by deadline ahead of scheduled air date.
- 7) Failure to pay fees/charges or complete paperwork in full.
- 8) Unauthorized distribution of material produced in whole or part through BKAT facilities and equipment.
- 9) Unauthorized use of BKAT equipment including use of equipment for non-BKAT programs.
- 10) Violation of content policies.
- 11) Behavior in violation of conduct code.
- 12) Use of BKAT equipment or other BKAT member services for financial gain.
- 13) Submitting programs with Potentially Objectionable Content (Section 1.10) without including the required disclaimer statement and/or failure to notify BKAT of such content for proper scheduling.

## 6.2 Disciplinary Action

Probation with or without restrictions, suspension, or revocation of access privileges may be assessed at the discretion of the BKAT Public Access Manager based upon the number and nature of the violation for any individual or organization. In the event of disciplinary action, notice will be given in writing stating the nature of the violation, restrictions (if any), and conditions for reinstatement.

For series: failure to provide a new program at a minimum of once a month for two consecutive months can result in default to scheduling on a time-available basis or playback in random rotation and/or forfeiting ability to participate in annual timeslot lottery.

If a studio host has 5 or more studio cancellations in a year, they lose their scheduling privileges for that year.

Failure to pay fees/charges in full when due can result in default to scheduling on a time-available basis and/or forfeiting ability to participate in annual timeslot lottery and/or removal of shows from air completely.

Failure to complete membership and/or playback paperwork when due can result in default to scheduling on a time-available basis and/or forfeiting ability to participate in annual timeslot lottery and/or removal of shows from air completely.

## 6.3 Appeal Process

BKAT disciplinary action may be appealed in writing to the Director of Financial Services for the City of Bremerton. Their decision is final.

## 6.4 Variances

BKAT recognizes that variances to policies or procedures may become necessary to meet special needs or unusual circumstances. In such cases, clients may request BKAT management to consider a variance. Exceptions are considered on a case-by-case basis.

## 7. Membership

Annual membership fees and completed, signed forms are collected for all persons and/or organizations using BKAT resources. Resident and non-resident fees are defined on the *BKAT Membership Forms*.

All membership renewals due November 1<sup>st</sup> of each year for the static membership

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period of January 1 through December 31  
for the upcoming calendar year.

All memberships renew at end of the  
calendar year regardless of membership  
establishment date. New members who join  
mid-year still renew at year's end.  
Memberships dues will not be pro-rated.

Members who are community producers  
will be required to complete and sign a  
*BKAT Series Playback Agreement* or  
*Playback Request Form*, whichever is  
appropriate.

Each member (either individual or  
organization) is entitled to one scheduled  
series slot (30 or 60 minutes) if they have  
sufficient content to support it.

Members are considered in good standing  
when in compliance with all policies; all  
membership paperwork is completed and  
signed; all membership dues are paid in full  
and playback agreements are completed and  
signed.

### **8. Community Bulletin Board**

The revolving message board on BKAT runs  
between scheduled programs on the channel.  
It is available ONLY to government,  
education and non-profit organizations. (See  
*Community Bulletin Board Form* at [bkat.org](http://bkat.org)  
for information on length and other  
guidelines).