

University of Wisconsin-River Falls
Wisconsin Educational Communications Board
University of Wisconsin-Extension

Letter of Agreement

*Working Relationship Between
WRFW Radio and Wisconsin Public Radio*

The following shall constitute an agreement outlining the relationship between WRFW Radio (University of Wisconsin-River Falls) and Wisconsin Public Radio (a service of University of Wisconsin-Extension and the Wisconsin Educational Communications Board) under which WRFW will carry certain WPR programming beginning in April 1998 and continuing under the terms outlined in Paragraph 13 (below).

1. Wisconsin Public Radio (hereinafter, WPR) will deliver to WRFW the WPR Ideas-Network program service in the form of frequency modulated RF at 88.3 Mhz.
2. WPR and WRFW will jointly develop a system for the remotely controlled operation of WRFW during periods of Ideas Network programming.
 - a. UW-River Falls will be responsible for providing a primary engineering contact for WRFW. This remotely controlled operation will be at no cost to WRFW other than power and maintenance of its physical plant. Should UW-River Falls terminate this agreement for any reason before 2002, UW-River Falls will reimburse WPR for the approximate \$4,400 cost of the remote control equipment.
 - b. WPR shall pay initial capital expenses related to this agreement from Wisconsin Public Broadcasting Foundation estate funds with the understanding that WPBF funds so used will be replenished through a local capital campaign to be conducted by WPR.
 - c. The Wisconsin Educational Communications Board is responsible for remote operation of WRFW at all times the station is broadcasting Wisconsin Public Radio programming.
3. WRFW will broadcast the WPR program service every day from 2:00 a.m. until 1:00 p.m. or until another mutually agreeable time, no earlier than 1:00 p.m. With good cause, and by making appropriate advance arrangements with WPR through its West-Central Regional Manager, it is understood that UW-River Falls may occasionally begin broadcasting local programming such as, but not limited to, UW-River Falls and local high school sports broadcasts on WRFW before 1:00 p.m.

4. UW-River Falls is responsible for providing a written schedule of the days and times of student-operated broadcast programming to the Telecommunications Operations Center of the Wisconsin Educational Communications Board and to the Regional Manager of WPR.

5. WRFW will broadcast WPR's daily Ideas Network programming at all times when WRFW is not providing locally originated programming.

6. WPR will include WRFW in its statewide purchase of programming from other program suppliers. This will allow WRFW to carry national programming provided by WPR during the hours WRFW carries WPR network programming. These services will be provided at no cost to UW-River Falls.

7. WPR will promote in its program guide and other media the WPR programming carried on WRFW. WPR will also sponsor events in the River Falls area that promote the WPR programming carried by WRFW.

8. The Wisconsin Public Radio Association (hereinafter, WPRA) will solicit listener support for the total WPR program service, including that portion of the service carried on WRFW. These solicitations will be by mail and on-air, according to an annual plan developed by the WPR development staff. WRFW will carry all fund-raising announcements and on-air programming elements, including live on-air fundraising on WPR during the hours that WRFW normally broadcasts that service.

UW-River Falls agrees not to establish a separate WRFW listener support activity in competition with the WPR effort. This understanding in no way limits the UW-River Falls in soliciting support from alumni or the community for the institution or the academic department of which WRFW is a part.

9. WPR will solicit underwriting support for the programming on the network service, including that carried by WRFW. All such funds belong solely to WPR. UW-River Falls may seek local underwriting for special local projects on WRFW, such as sports broadcasts that are separate from the activities of WPR.

10. WPR will annually transfer to UW-River Falls \$3,000.00 (three thousand dollars) for its general support as identified by the WRFW station management. UW-River Falls will invoice the UW-Extension for this payment once each fiscal year. For FY 98, UW-River Falls may invoice UW-Extension for a total of \$250.00 (two-hundred and fifty dollars) per each month this agreement is in effect.

The amount of the annual payment will be reviewed in September, 2000 to determine if any adjustments are necessary or appropriate with the proviso that the annual amount will never fall below \$3,000 (three thousand dollars).


11. Day-to-day oversight and administration of this agreement will be between the Regional Manager of WPR based in Eau Claire (who reports to the Director of WPR) and the General Manager of WRFW (through the chair of the Department of Journalism at UW-River Falls).

12. The parties to the agreement acknowledge that responsibility for programming and operation of WRFW rests with the licensee, the Regents of the University of Wisconsin System, to whom both UW-Extension and UW-River Falls report; notwithstanding, all parties agree that management of the WRFW station has been delegated to the UW-River Falls.


Nothing in this agreement shall be construed to limit the responsibility and authority of UW-River Falls to operate the station according to Federal Communications Commission Rule and Regulations or University of Wisconsin Board of Regent policies.

13. This agreement continues indefinitely. Should either party wish to dissolve the agreement unilaterally, it must notify the other party in writing. Notification should be made in writing to General Manager, WRFW, 306 North Hall, River Falls, WI 54022 and to Regional Manager, Wisconsin Public Radio, 1221 West Clairemont Avenue, Eau Claire, WI 54701. Should notice be given by one of the parties to this agreement, the agreement remains in force until June 30 of that fiscal year which falls two years after notification. This provision allows both parties to engage in long-range program and budget planning.

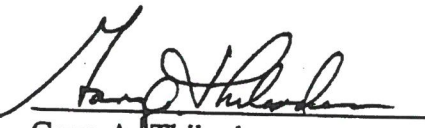
14. This agreement may be modified from time to time by mutual consent of the WPR and WRFW managers, with approval of such changes by the Chancellor of UW-River Falls, the Chancellor of UW-Extension, the Director of Wisconsin Public Radio, and the Director of the Educational Communications Board.


Albert J. Beaver
Interim Chancellor, University
of Wisconsin-Extension

4/30/98
Date


Tom Fletemeyer, Director
Wisconsin Educational
Communications Board

4/24/98
Date


Gary A. Thibodeau
Chancellor, University of
Wisconsin-River Falls

4/30/98
Date