

## **EXTERNAL POLICY**

The following guidelines must be displayed to users on all social media sites or made available by hyperlink back to the City's website, [www.cityofsantamaria.org/socialmedia](http://www.cityofsantamaria.org/socialmedia)

## **POLICIES FOR USERS AND FOLLOWERS OF THE CITY'S SOCIAL MEDIA SITES**

### **Section 1. General Policy Statement**

The City of Santa Maria ("City") is committed to utilizing a variety of tools to communicate effectively with the public. Social media platforms are some of the tools the City uses.

THE CITY'S SOCIAL MEDIA SITES ARE NOT MONITORED BY CITY STAFF IN REAL TIME. IF YOU HAVE AN EMERGENCY OR KNOW OF A CRIME IN PROGRESS, PLEASE CALL 911 IMMEDIATELY.

### **Section 2. Purpose of the Policy**

The purpose of this policy is to provide information about content ownership, and retention for those who choose to participate or follow the City's social media. The policies will be posted on or linked to on the City's social media sites including Facebook, Twitter, YouTube, and Instagram.

### **Section 3. Social Media Comment and Content Moderation Policy**

OUR SOCIAL MEDIA SITES SERVE AS *A LIMITED PUBLIC FORUM* AND ALL CONTENT PUBLISHED IS SUBJECT TO MONITORING. User-generated posts will be rejected or removed (if possible) without notice when the content meets certain criteria detailed below.

The purpose of the City's social media sites are to share news, information, and updates regarding the activities, policies and programs of City of Santa Maria. However, the information and content contained on our social media sites is only intended to supplement, not to replace, the information available through official City channels, in general, and the City of Santa Maria's official website at [www.cityofsantamaria.org](http://www.cityofsantamaria.org).

If you are a reporter, please direct your inquiries to the Public Information Manager at (805) 925-0951 extension 2372. The City does not post or respond to reporters' questions on its social media sites.

The City is not responsible for comments, remarks, messages, or other material posted to its social media sites and does not, in any way, guarantee, ensure, or warrant the content, accuracy, or use of social media content from anyone else.

The City specifically disclaims all liability for claims or damages that may result from any posting on its social media sites. Opinions expressed on our social media sites are those of the person posting and do not necessarily reflect the opinions, practices, or policies of the City. In no event shall the City be liable to you or anyone else for any decision made or action taken in reliance on information on our social media sites.

By accessing, viewing and/or posting content to our social media page, you accept, without limitation or qualification, these terms and conditions of use, as well as any other terms of use required by the company that owns and operates the social media sites. It is your responsibility to research and understand those terms. If you do not agree to the terms of this Policy, do not view or post any content.

**Your use of our social media sites is deemed acceptance of these terms and conditions and to have the same effect as if you had actually physically signed an agreement.**

These terms and conditions are in addition to the third-party policies, terms, and conditions of any social media provider (i.e. Facebook, LinkedIn, Twitter, YouTube, etc.). The City does not operate or control this social media sites and is subject to the terms of use for these sites by the provider. The City does not control the terms and conditions of the social media sites provider.

**A. Your Comments Are Public and Reviewed**

Our social media sites are a public page and viewable by everyone.

Comments and shared information also become part of a public record and may be archived in order to abide with applicable laws, e-discovery requirements, and document retention policies. Information shared through our social media sites may be subject to release to those who request it through the California Public Records Act or other public information statutes. Your use of our social media sites and the posting of any content is deemed a waiver by you of any rights to privacy or confidentiality.

Please be aware that we review all comments after you post them. Because the sites are visible to all ages, we expect persons who leave comments to do so with respect, good manners, and careful thought of who might be seeing them.

Consistent with the purpose of this Limited Public Forum, we reserve the right to moderate, monitor, remove, prohibit, restrict, suspend, terminate, delete, discontinue or reject comments and access to comments when the content:

- is off-subject or out of context, inappropriate, in poor taste, or otherwise contrary to the purposes of our sites or the business of the City
- is hateful or discriminatory regarding or comments that promote, foster, or perpetuate discrimination of harassment on the basis of race, age, creed, ethnicity, religion, gender, disability, marital status, national origin, sexual orientation, political beliefs, or a protected class under local, State, or Federal law
- Links or comments containing sexually explicit content or sexual material
- contains profanity or obscenity, or is pornographic, abusive, threatening, racist, defamatory, offensive or contains violent language

- is trolling (posts that are deliberately offensive, provocative, or disruptive and intended to hijack our content, deflect our information off-track, upset someone or create angry responses from employees or other visitors)
- Are solicitations of commerce
- has messages that are a violation of existing law or regulation
- Violates of the intellectual property rights of others
- Is an attempt to impersonate any person
- is spam (unsolicited messages that are usually intended as advertising or messages that are repeatedly posted on the same sites)
- Attacks or calls-to-action for attacks on specific groups
- Is intended to harass, threaten or abuse an individual or are defamatory, derogatory, or are personal attacks on any City official, employee, resident, or business person
- Links to malicious software or sites
- is cyber-stalking or threats to an individual or organization, or intended to collect or post private information and data without disclosure (e.g., doxxing)
- relates to confidential, private, or proprietary information
- Is self-promotion
- Is solicitation of funds
- is unsolicited business proposals and inquiries
- Is reports of criminal or suspicious activity (Please contact your local police agency directly with this type of information)
- Encourages illegal or unlawful activity
- Any form of legal and/or administrative notices or processes
- Posts not in compliance with our social media host's own terms and conditions
- Posts that attempt to or do take over a thread in ways that are contrary to these terms and conditions (including random or unintelligible posts)

The above list is not exhaustive and City reserves the right to remove or restrict any post or comment that violates the purpose or spirit of these terms and conditions.

Individuals who comment or post to our social media sites and who repeatedly violate these terms and conditions may, among other actions, be banned, prohibited from posting future comments, or be reported to the social media provider.

If you want your comments to remain posted, please ensure that you comply with this policy.

While comments may be posted at any time because of the nature of social media, we will review and screen comments during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Standard Time.

Information contained on our social media sites may be intercepted, recorded, read, copied, and disclosed by and to authorized personnel for any official purpose, including criminal investigations. Unauthorized access or use of our social media sites, including attempting unauthorized copying, altering, destroying, or damaging sites content may

violate the Federal Computer Fraud and Abuse Act of 1986 and may subject violators to criminal, civil, and/or administrative action.

**B. Privacy**

Do not include personally identifiable information in the body of your social media comments. This is for your own protection and privacy.

**C. Endorsements**

The City does not endorse commercial entities, products, services, or other non-governmental organizations or individuals through social media. Any references to commercial entities, products, services, or non-governmental organizations or individuals are solely for informational purposes or posted by the social media provider.

**D. Our Comments Are Not Legal Advice and Your Comments Are Not Official Notice**

Postings, interactions, and messages made through social media sites do not constitute legal advice. Likewise, anything you post is not considered an official notice or comment to the City or to any official or to any of our employees for any purpose. The City disclaims all warranties, expressed or implied, for any of the information and content provided in its social media sites.

You can contact the City of Santa Maria by visiting [www.cityofsantamaria.org](http://www.cityofsantamaria.org) or by calling (805) 925-0951.

**E. You May Own Your Comments but We Can Use Them**

You own the original content of all of the comments, content, messages, and similar information that *you* post on our social media sites (subject to any terms or conditions of the social media provider). You are responsible for how you control the sharing of that content through the privacy and application settings of the social media provider.

By posting on our social media sites, you grant the City a nonexclusive, transferable, sub-licensable, royalty-free, worldwide license to use that content and specifically authorize the City to use its discretion in said publication. That means you do not retain any rights over submitted postings, because content publication become the property of the City. The City can reproduce, distribute, publish, display, and otherwise use your content. **If you do not wish to have the content you have posted used, published, copied and/or reprinted, please do not post on our social media pages.**

**F. Advertisement and Link Disclaimer**

The information provided on our social media sites and any links or references thereon are provided as a courtesy to our visitors. The City does not endorse, recommend, nor approve of any person, any product, or any service mentioned on our social media sites nor referenced or contained on any other websites or social media page. The City does not endorse nor support any advertising that may be

contained on its social media sites nor on any of the pages of any linked or referenced sites.

The City does not generally link to the following:

- Candidate or nominee sites nor sites advocating a position on City of Santa Maria or ballot issues or endorsements of any candidate for public office
- Corporate commercial sites. Please note that non-profit organizations may include links to member or sponsor organizations. However, such links are not an endorsement or recommendation by City.
- Personal home pages

External links may be provided at times and are posted only as additional information or resource material. The City does not attest to the accuracy of information provided by any links. Should you access other sites through a link, you are subject to that destination site's own privacy policy and terms of use.

#### **G. Intellectual Property Use**

Images, photographs, written works and graphics posted by the City on our social media sites, unless otherwise noted, are the property of the City and are protected under both United States and International Copyright Laws. City images, photographs, written works and graphics may not be reproduced, copied, transmitted or manipulated without the written permission of the City. Use of any image or content from our social media sites as the basis for any other, literary writing, photograph or illustration (in any format) is a violation of the United States and International Copyright laws.

For questions pertaining to our intellectual property rights or for permission to reproduce our social media please contact us at (805) 925-0951.

#### **H. Indemnification**

By using our social media sites, you agree that you must defend, indemnify, and hold the City and its officers, directors, employees, contractors, representatives, agents, successors and assigns harmless from and against any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which they may become subject and which arise out of, are based upon, are as a result of, or are in any way connected with your use of our social media sites, including any third-party claims of infringement or any breach of these terms and conditions.

#### **I. Jurisdiction**

By using our social media sites, you agree that any claim or dispute relating to the posting of any content on our social media sites shall be construed in accordance with the laws of the State of California without regard to its conflict of laws provisions, and you agree to be bound and shall be subject to the exclusive jurisdiction of the State and Federal courts which have jurisdiction and venue over Santa Barbara County, California.

#### J. **This Policy Is Subject to Amendment**

This policy may be updated or amended at any time without notice. Each time you access or use our social media sites, the policy then in place at the time of such access or use will govern your usage and posting.

### **Section 4. Social Media Content Ownership Policy**

For guidance:

#### A. **Facebook** (<https://www.facebook.com/terms>)

“You own all of the content and information you post on Facebook, and you can control how it is shared through your privacy and application settings.”

“[Y]ou grant [Facebook] a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.”

#### B. **Twitter** (<https://twitter.com/tos?lang=en#content>)

“You retain your rights to any Content you submit, post or display on or through the Services.”

“By submitting, posting or displaying Content on or through the Services, you grant [Twitter] a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).”

#### C. **YouTube** (<https://www.youtube.com/static?template=terms>)

“For clarity, you retain all of your ownership rights in your Content.”

“[B]y submitting Content to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sub licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels.”

#### D. **LinkedIn** (<https://www.linkedin.com/legal/user-agreement>)

“As between you and LinkedIn, you own the content and information that you submit or post to the Services and you are only granting LinkedIn the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others.”

E. **Instagram** (<https://help.instagram.com/581066165581870>)

“ We do not claim ownership of your content, but you grant us a license to use it..”

“... when you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings).”

### **Section 5. Social Media Retention Policy**

Social media pages operated by the City of Santa Maria are subject to the California Public Records Act. Any content maintained in a social media format that is related to City business, including author’s name or IP address, posted communication, and communication submitted for posting, may be a public record subject to public disclosure. All such content must be retained with the Public Records Act and the City’s document retention policy.

### **Section 6. ADA Policy**

The City has attempted to design its online public activities accessible to and by everyone. We have made every effort to ensure our sites’ compatibility with commonly used assistive technologies. We will continue to maintain our websites in compliance with the Americans with Disabilities Act to every extent reasonably possible.

The City does not operate or control its social media sites and is not able to control the terms and conditions of the social media sites’ provider. The City has established an ADA/Section 504 Coordinator to answer any questions you might have and who may be contacted at: Mellissa Guerrero, Management Analyst (risk), at (805) 925-0951 ext. 2421.

### **Section 7. Copyright and DMCA Policy**

Images, photographs, written works and graphics used by the City on our websites and social media sites, unless otherwise noted, are the property of the City and are protected under both United States and International Copyright Laws. City images, photographs, written works and graphics may not be reproduced, copied, transmitted or manipulated without the written permission of City. Use of any image or content from our social media sites as the basis for any other, literary writing, photograph or illustration (in any format) is a violation of the United States and International Copyright laws.

For questions pertaining to our intellectual property rights or for permission to reproduce our social media please contact us at (805) 925-0951 extension 2372 or [socialmedia@cityofsantamaria.org](mailto:socialmedia@cityofsantamaria.org).

The City of Santa Maria will use its City Attorney’s Office to receive notification of alleged copyright and trademark infringement claims in accordance with the Digital Millennium Copyright Act (DMCA). We will promptly respond to notices of alleged infringement that comply with the DMCA, 17 U.S.C. § 512 (c). There are many ways to respond to such

claims. We may, for example, temporarily remove or disable access to the material that is the subject of inquiry and until a resolution or determination is reached. We will make a good faith effort to contact the owner or creator of any questioned content so that they may make a counter notification pursuant to sections 17 U.S.C. § 512(g)(2) and (3) of the DMCA.

Some content on our websites or in a social media context may be posted according to the “fair use” doctrine of copyright law for non-commercial news reporting, education and discussion purposes.

If you have a concern regarding the use of protected intellectual property on our websites or social media page, please contact the City at (805) 925-0951.

#### • **DMCA Agent Designation Form**

A notice of claimed infringement delivered to our Designated Agent must include the following (pursuant to 17 USC §512 (c)(3)(A)):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online sites are covered by a single notification, a representative list of such works at that sites;
- Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to help us locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- The City will comply with the appropriate provisions of the DMCA in the event that a counter notification is received by our Designated Agent.

## **SOCIAL MEDIA GLOSSARY**

### **+1 button**

Like Facebook's "Like" button, this is Google's version

### **Ad**

Paying to post sponsored content on the platform to reach a larger and more targeted audience.

### **Authorized Social Media Users**

A City employee who has Department Director authorization to use official City social media accounts.

### **Avatar**

An image or icon representing a person while they are online

### **Backchannel**

The use of, among other things, social media to hold real-time and online communications in order to fact-check what is being presented

### **Bitly**

A free URL shortening service

### **Blog**

An online journal

### **Boost**

Paying to get your content seen by more people. Can be used to target (a) specific demographic(s).

### **Chat**

Internet communication (usually one-to-one through a text-based app)

### **Comment**

A response, answer, or reaction to an online posting

### **Cover Photo**

The image used at the top of a Facebook profile or page

### **Direct Message**

Private conversations on Twitter

**DMCA**

The Digital Millennium Copyright Act, among other things, declares it illegal and forbids the spreading and publishing of technology, devices, and services intended to circumvent digital rights management measures (in other words, it has anti-circumvention provisions and is intended to stop internet piracy). It also increases penalties for intellectual property right infringement on the internet and provides a process whereby a copyright holder may give notice to an online provider of an alleged copyright infringement.

**Doxxing**

Searching for and publishing personal and identifiable information in binary code

**Engagement**

Interacting with other people on social media

**Fans**

The people who like a Facebook page

**Favorite**

On Twitter, the small star icon used to show that someone liked your post

**Follower**

A person who subscribes to your blog or other online presence in order to receive updates

**Friends**

On Facebook, these are the people who have connected with a page and those you follow

**Hashtag**

Used in a social media setting to embed a message in a posting or add an explanation to a comment (“#”)

**Influencer**

A person who is able to use social media to impact an important or significant audience and create or drive awareness of a brand, person, topic, or situation

**Like**

In some social media settings, a user can click a “Like” button rather than writing a longer comment

**Live Streaming**

Publishing “live” content over the internet in real-time

**Lurker**

Someone who is a non-active participant in online postings/content but who reads content

**Meme**

An image or video (usually meant to be funny) that spreads rapidly through social media

**Mention**

In Twitter, the use of someone's name with the "@" symbol (e.g, "@username")

**Permalink**

A web address or URL that remains unchanged

**Private**

Social media content that is not available to the public

**Recommendation**

In LinkedIn, a written note from someone aimed to authenticate or confirm a person's credibility, expertise, and profile

**Retweet**

On Twitter, resharing someone else's tweet

**Thread**

A chain of messages or posts that make up an online conversation

**Troll**

A person who creates posts that are deliberately offensive, provocative, or disruptive and intended to hijack content, deflect information off-track, upset someone or create angry responses

**Viral**

A posting or piece of content that is so popular that it circulates and is reposted rapidly online

**Web 2.0**

Next generation websites that facilitate and encourage interactivity and collaboration