

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

**THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and the **BOARD OF DIRECTORS OF THE AURARIA HIGHER EDUCATION CENTER**, a body corporate and agency of the State of Colorado, (“AHEC”).

### RECITALS

**WHEREAS**, the Parties entered into an Intergovernmental Agreement commencing September 10, 2014, (the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement so as to update contract language and extend the Term;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

**1.** A new paragraph numbered 1 (O) entitled “**Original Program**”, is hereby added to the Agreement reading as follows:

“O. “Original Programming” shall mean substantially unduplicated programming and includes “programming that is repeated on an Access Channel up to two times per day” as provided in section 9.2(B) of the Comcast Franchise Agreement. This does not include character generated programming.”

**2.** Paragraph 3 of the Agreement, entitled “**CHANNEL ASSIGNMENT**” is hereby deleted in entirety and replaced with:

“3. CHANNEL ASSIGNMENT. Comcast is changing the channel 54 assignment, which takes effect approximately during the first quarter 2015. The City will provide AHEC 30 days’ notice when Ch. 54 will no longer be an assigned education access channel. On the 31<sup>st</sup> day, AHEC will become a content provider for the City’s cable access channels. The City and AHEC will continue to work to identify blocks of time on one or more of the City’s Cable Access Channels to air AHEC’s produced programming. This programming block of time will be identified and established by the end of the 4<sup>th</sup> quarter of 2014 and may be re-evaluated annually based on AHEC’s ability to produce “substantially unduplicated programming” and meet requirements as laid out in section 9.2(B) of the Comcast Franchise Agreement.

AHEC currently manages the Century Link Channel and will strive to maintain the requirements of a fully utilized channel by the end of 2017. According to the City Franchise Agreements, “A Channel shall be

considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 38 hours per week over a six (6) month period. Programming that is repeated on an Access Channel up to two (2) times per day shall be considered unduplicated programming.”

**3.** Paragraph 4 of the Agreement, entitled “**CONTENT**” is hereby deleted in entirety and replaced with:

“4. **CONTENT.** AHEC is a Cable Access Video Content Provider for the City and agrees to provide 20 hours of AHEC and AHEC Campus related programming to the City on a date agreed upon mutually by both parties for each month of the IGA. AHEC may provide more than 20 hours of AHEC, or AHEC Campus related content per month when feasible by AHEC.

AHEC and the AHEC Campus commits that this content will be representative of the quality and integrity of the institutions that are providing this content but makes no claims as to the suitability for airing on the Public Access Channels. The suitability for airing will be at the sole discretion of the City. If the City deems the content provided unsuitable for airing, AHEC and/or the AHEC Campus has no obligation to provide additional content to meet the original 20-hour commitment for the given month.

AHEC and the AHEC Campus will make a good faith effort to provide unique and/or original programming; programming may be resubmitted as part of the 20 hour per month commitment to the City.

AHEC shall provide a Video Content Development and Deliverables Program Plan to the City. This City and AHEC agreed upon plan will be used by the City to assist with oversight and auditing, which is a requirement of receiving capital equipment funding via the City’s Franchise Agreement with Comcast. Current funding and future capital equipment support is contingent upon performance. AHEC program plan submission is due no later than November 30<sup>th</sup> of each year for the following year. This Work Plan shall include, but not limited to the following information:

**A.** The anticipated total number of hours, with no less than 20 hours per month, of AHEC locally produced programming to be provided to the City’s Denver Media Services

**B.** A statement of programming goals, which shall contain a description of the programming to be provided to the Denver Media Services, along with a narrative description of the following.

- i. A summary of the established partnerships AHEC Media Center has with departments and instructors to produce content suitable to air over Comcast cable access channels. The content plan provided will be reviewed by the DMS Director and content outlined is subject to a quality acceptance process prior to air/playback over the cable access channel(s).
- ii. A content creation timeline, which provides an overview of the process AHEC will utilize to coordinate with DMS to air the 20 plus hours of programming to be air over the cable access channel(s).
- iii. Planned AHEC use of the capital equipment supported by the capital funding provided by the City. Include a description of curriculum and each course offered requiring the use of the capital equipment provided by the City. Provide estimated student enrollment figures, specifically around the courses that will utilize the new TV and video equipment provided by the City.
- iv. Identify recommended air/replay time slots for provided programming.
- v. Plans to leverage promotional opportunities which promote AHEC student video content production accomplishments utilizing the AHEC Media Center, and highlight the partnership between the Auraria Campus and The Denver Media Center and the City of Denver.

**C.** AHEC will be granted a 4 hour of time on a pre-designated list of Friday's for cablecast of certain Auraria Campus programs identified in AHEC program plan.

**D.** The identified 20 plus hours of AHEC provided programming will air on one, or more, of Comcast assigned cable access channels. Content will be submitted to the City in a timely manner as agreed upon by both parties.

**E.** Denver Media Service will be placed on the Auraria Campus list of places that Auraria Campus students can apply for internship. Internships are voluntary and competitive by nature at Metropolitan State University of Denver and University of Colorado at Denver. In the case of both schools, internship possibilities need to be previously vetted by the respective university before students can apply: For Metropolitan State University of Denver, internships are

controlled by The Internship Program, and the intern coordinator. internships through University of Colorado at Denver are handled through their Office of Experiential Learning.

4. Paragraph 5 (B) of the Agreement, entitled “**CAPITAL EQUIPMENT**” are hereby deleted in entirety and replaced with:

**“5. CAPITAL EQUIPMENT.**

**B.** AHEC shall submit a capital equipment improvement plan/designs and capital equipment list to the Director of Denver Media Services for review and approval no later than November 30<sup>th</sup> of each year for the following year. The lists shall include requested equipment, manufacturer, unit cost, quantity, purpose, total cost, and available model number. AHEC shall receive notification of the status of equipment approval within 10 business days starting the next business day of the City’s receipt. Approval of the requested equipment is at the sole discretion of the Director. Approval of all or part of the request shall be dependent, in part, on the amount of PEG Fee revenue; and the City Cable Access Channel Provider equipment demands. Upon approval from the Director, the City may disburse AHEC up to \$2,162,000.00 over the term of this Agreement and in accordance with the estimated 10 Year Plan Ascertainment (see Attachment 1). Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION ONE HUNDRED SIXTY-TWO THOUSAND DOLLARS** (\$2,162,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described herein. Any services performed beyond those outlined in this Agreement are performed at Consultant’s risk and without authorization under the Agreement. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**C.** Paragraph 9 of the Agreement, entitled “**TERM, RENEWAL, TRANSFER, AND TERMINATION**” is hereby deleted in entirety and replaced with:

“9. The Agreement will commence on September 1, 2014 and will expire on December 31, 2023 (the “Term”). In no instance shall this IGA continue past the term of any cable franchise agreement(s). The City may cancel

this IGA with or without cause at any time upon three (3) month written notification. AHEC may transfer responsibility for this IGA to another educational institution on the Auraria campus with ninety (90) days written or electronic notice to the City. The new controlling entity must take legal responsibility and comply with all provisions of the existing IGA. In the case of the City canceling the IGA or the AHEC Media Center transferring the responsibilities of this IGA to any educational institution on the AHEC Campus; the Capital Equipment identified in Article 5 “Capital Equipment” of this IGA remains the property of AHEC.

**D.** As herein amended, the Agreement is affirmed and ratified in each and every particular.

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**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: TECHS-201310939-01

Contractor Name: AURARIA HIGHER EDUCATION CENTER

By: Barb Weiske

Name: Barb Weiske  
(please print)

Title: Chief Executive Officer  
(please print)

ATTEST: [if required]

By: [Signature]

Name: JEFF STAMPER  
(please print)

Title: Associate VP Operations Services  
(please print)

