

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO**, also known as **DENVER PUBLIC SCHOOLS**, a body corporate and politic with an address of 1860 Lincoln St., Denver, CO 80203 (the “Contractor” or “DPS”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated March 6, 2020, and an Amendatory Agreement dated February 12, 2024, for the Denver Public Schools operations at the Community Media Center (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

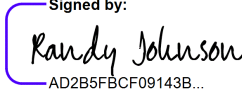
1. Effective January 1, 2026, Exhibits, A, B, and C of this Agreement are hereby deleted in their entirety and the Exhibits A, B, and C, attached hereto, are substituted in lieu thereof for all purposes.
2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:
 - “3. **TERM**: The Agreement will commence on February 1, 2020, and will expire, unless sooner terminated, on December 31, 2028 (the “Term”).”
3. Subsection 4(D)(2) of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:
 - “(2) Notwithstanding any other provision of the Agreement, the Contractor’s maximum payment obligation hereunder to the City will not exceed Eight Hundred Forty-One Thousand Five Hundred Three Dollars (\$841,503.00).”
4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
5. This Second Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, CMC Staff, and **Exhibit C**, DPS costs.

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By:

Contract Control Number:
Contractor Name:

TECHS-202053730-02
DENVER PUBLIC SCHOOLS

By:  Signed by:
AD2B5FBCF09143B...

Name: Randy Johnson
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A, SCOPE OF WORK

1. **DEFINITIONS:**

1. “Additional Rentals” shall mean common area maintenance paid by the City that includes the following costs attributable to the Community Media Center leased Premise, and/or allocable to the Premises and including all costs for the use of the General Common Elements, including, without limitation, all taxes, insurance premiums, utility charges, costs of maintenance, management fees, upkeep and repair, and all charges or costs which the City has assumed or agreed to pay with respect to the Premises and the allocation relating to the General Common Elements, other than Base Rentals.
2. “Community Media Access Manager” (Access Manager) shall mean the City employee responsible for Community Media Center Facility and staff management and Denver Community Media operational oversight as designated by the Director (see definition below).
3. “Community Media Center” (CMC) shall mean the facility located at 2101 Arapahoe St., Unit 1, Denver, CO 80202 that houses the City’s PEG partners, including Denver Community Media.
4. “Essential CMC Staff” shall mean an Engineer, Instructor, Production Technician, Programmer/Administrator and the Access Manager.
5. “Denver Public Schools” (DPS) shall mean DPS and its affiliate Emily Griffith Technical College (EGTC).
6. “Denver Community Media” (DCM) shall mean the City and County of Denver’s PEG Community Access Program housed at the Community Media Center located at 2101 Arapahoe St., Unit 1, Denver, CO 80202. This program promotes local focus, diversity of voice, and independent, non-commercial media content created for and by the people of Denver.
7. “Director” shall mean the Director or designated representative of Denver Digital Experience (DX), a division of the Department of Technology Services of the City and County of Denver.
8. “EGTC Executive Director” shall mean Emily Griffith Technical College’s Executive Director or designated representative.
9. “Equipment” shall mean Community Access Equipment purchased with capital funds as provided in section 9.6 of the Cable Franchise Agreements.
10. “General Common Elements” shall mean those project elements deemed General Common Elements, including: (i) walkways, hardscaped areas and landscaped areas of the project constructed on the land units and used in connection with the project, trash enclosures and Equipment, control rooms, the first floor project entry vestibules, emergency exit hallways, stairways, building structure shafts, elevator

shafts and building access areas shown on the Planned Community Map; (ii) all exterior walls, doors and windows of the building, from the exterior skin, doors and windows of the building through to the interior finish of the interior portion of such exterior walls, windows and doors; (iii) the roof of the building, from the exterior surface of the roof through to the interior finish of the interior ceiling below such roof, and any rooftop units specifically designated as General Common Elements on the Planned Community Map; (iv) the facilities designated herein or on the Planned Community Map as a General Common Element; (v) support beams located within the project and noted on the Planned Community Map; (vi) the generator, transformer, fire pumps, and electric rooms noted on the Planned Community Map; and (vii) sump pits, drainage pits, backflow prevention devices and Equipment whether located in the parking units on or under the land units or otherwise within a building unit. General Common Elements expressly includes all easements on, through or under the land units or the parking units and all Equipment (including, without limitation, all planters, walkway railings and related improvements, awnings and elements associated with the operation of the project) that are located on or within a land unit or parking unit but which are used for the general operation of the project.

11. “DPStv” shall mean the designated educational access channel provided for in City and County of Denver franchise agreement(s) with any cable operators, currently Comcast.

2. **CHANNEL ASSIGNMENT:**

- 2.1. The City has cable franchise agreement(s) with cable providers who have made “available to the City... Downstream Channels” for Public, Education and Government (PEG) use. The City is responsible for identifying ‘Designated Access Providers’ under Section 9 of those agreements “...to control and manage the use of any and all Access facilities provided by Grantee...”. Currently, Comcast has assigned Channel 22 as the provided Access facility.
- 2.2. The City has identified and assigned DPS as the Designated Access Provider for the aforementioned education access channel on the cable lineup. Select DPS programming may also be included in any new broadcast channel distribution upon agreement. DPS may also distribute its programming to other media outlets or online portals without limitation.
- 2.3. This Agreement covers the operation of one educational access channel for as long as allowable by the City’s cable franchise agreement(s), applicable federal law or at the discretion of the City.
- 2.4. The cable operators can change the channel assignment at their convenience

and the City cannot guarantee Comcast Channel 22 will be the assigned education access channel for each cable operator. Should the channel assignment be changed, the cable franchise agreement(s) allow for marketing costs to promote the new channel location. These costs shall be identified and agreed upon by the Access Manager and EGTC Executive Director (or designated representatives) and approved by the Director. All Marketing costs using PEG funds shall be expended using the City's Purchasing Procedure in accordance with the City's Fiscal Accountability Rules and procurement policies.

3. **CONTENT:**

- 3.1. DPS/EGTC will be solely responsible for the content of the access channel, currently known as DPStv. The City shall have no control or involvement in content production, selection, or schedule lineup.
- 3.2. DPS shall meet the requirements of a "fully utilized channel" as laid out in the Cable Franchise Agreement(s). According to Section 9.2 (B) of the Cable Franchise Agreement(s), "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."
- 3.3. CMC will host Master Control for the DPStv access channel and send channel programming, as scheduled, to cable operator head-ends for distribution on their systems. DPS shall deliver video content for use on the channel in a timely manner. Method of delivery and technical formats will be established in a mutually agreed upon manner and compatible with technical requirements of production and replay equipment.

4. **EQUIPMENT:**

- 4.1. The City has previously purchased equipment for DPS through its PEG funds. All the equipment brought by DPS to the CMC will be used jointly by all entities housed at the CMC with the exception of equipment that meets the qualifications of section 4.2 below.
- 4.2. Both parties acknowledge that federal laws mandate that equipment purchased with federal grant dollars may limit use for certain purposes and by certain individuals. The parties will work collaboratively to ensure compliance with these restrictions.
- 4.3. The parties acknowledge that DPS will maintain ownership and asset tracking responsibilities of any of the previously purchased PEG equipment that is brought to the CMC from the DPStv location at 200 East 9th Avenue, Denver, Colorado.

- 4.4. The City will continue to provide repair and maintenance funds for the DPStv equipment previously purchased through PEG funding and brought to the CMC for joint use between the parties. All equipment previously purchased with Public, Educational and Government Access (PEG) funds that is no longer used to produce content for DPStv will be maintained and replaced at the expense of the DPS. Equipment of this nature is primarily located at 1860 Lincoln with some additional equipment located at 200 East 9th Avenue, Denver, Colorado (9th and Sherman).
- 4.5. The City will seek to minimize disruption to DPS operations beyond any understanding between the Director of DX and the EGTC Executive Director. If operations at DPS Media Center (9th & Sherman) remain and require previously purchased equipment, such equipment will stay on site as needed.
- 4.6. New equipment purchased for the CMC with PEG funds shall be purchased through the City's Purchasing Procedure and will be managed and maintained by the Access Manager and Engineer or their designee(s), shared by all entities housed at the CMC and remain property of the City. The City shall maintain inventory for this equipment.
- 4.7. Engineering resources for equipment repair and maintenance will be jointly contributed to the CMC from DPS and the City. The Access Manager, will play a role in identifying issues and communicating support needs to engineering personnel.
- 4.8. The City will bear the financial responsibility for installation and repair and maintenance of new equipment at the CMC purchased for joint use by PEG entities.

5. **TECHNICAL REQUIREMENTS**

- 5.1. DPS has no additional requirements for security beyond that which is provided by the facility managers and the City. There is no requirement for the City or DPS to provide security personnel for the CMC. DPS acknowledges that DPS students enrolled in educational programs located at the CMC will intermingle with members of the public.
- 5.2. DPS shall provide machine specific software licenses for needed Adobe Creative Cloud programs and the Final Cut Suite for the Community Classroom for use by DPS.
- 5.3. EGTC will not require the City to provide an Active Directory for their staff and students.

- 5.4. The City will provide a central storage system for content and media assets. EGTC students and staff shall have the ability to send and retrieve media from the centralized storage system and do transfers via the Tricaster. Media may be recorded and stored on the Tricaster, on the central storage system or on a local storage device such as an AJA KiPro for use in productions. EGTC students may use up to 10% of this available storage over the course of one semester. Media shall be monitored and managed by CMC Essential Staff and deleted in a timely fashion as determined by the Engineer when no longer needed. At the end of each cohort student content and media assets shall be erased by the DPS Instructor and the space made available for the next class.
- 5.5. The DPS Instructor may set up students as local users on the MAC computers in the Community Classroom for the purpose of creating student logins. EGTC Students and Instructor will access networked devices through the IOT Student LAN and will be given login access to the central storage system through student and instructor credentials configured and maintained by DCM staff.
- 5.6. Students may be permitted to store projects on the local MAC hard drive on which the DPS Instructor has set up their local user account. DPS understands and will caution students that these computers will also be used by the public and are not 100% secure. The City has no responsibility for any loss of student content due to computer malfunction, actions of other users, or other causes. The storage shall be limited to 25% or less of the hard drive capacity. The DPS Instructor shall supervise the storage use on every computer with a student login to ensure the capacity limit is observed.

EGTC students should be encouraged to make backups of their material on personal portable hard drives and learn good practice with respect to moving projects from portable drives to local drives and vice versa as this is a necessary practice in a production environment. DX staff would be agreeable to providing a session on storage use for EGTC students.

- 5.7. The Access Manager and Essential CMC Staff shall conduct an annual review of the above workflows, procedures, and storage use and make modifications as necessary and as agreed to by both parties.

6. **STAFFING** - The City and DPS will contribute technical classroom and studio support for the CMC in a roughly equal manner. These personnel resources will complete tasks and duties related to the joint operation of the CMC, and not just their individual organizations.

- 6.1. The City and DPS will provide staff dedicated to CMC operations and the needs of the facility. These staff members will have office space within the CMC. The

size, space and location of this space shall be agreed upon by both parties. DPS' access to the CMC is strictly dependent and contingent upon the City's Franchise approval, financial circumstances, resource allocation and/or the City's continued lease of its space within the CMC. If the City, for any reason, no longer has access to or the right to occupy the CMC or determines that any of the above contingencies dictate a more limited PEG access model, the City shall provide reasonable advanced written notice for DPS staff to vacate the CMC. Unless DPS secures their own right to access the CMC, DPS must vacate in accordance with the City's instructions. This Agreement does not provide DPS any right to occupy any portion of the CMC beyond what is expressly stated herein.

- 6.2. DPS shall provide a full-time instructor or two part-time instructors whose time shall be split between DPS classes as assigned by the EGTC Executive Director and/or an authorized delegate and other duties as assigned and agreed to by both parties and upon approval by the EGTC Executive Director and/or an authorized delegate. This position shall be a Contractor or DPS employee who is hired through the DPS hiring process.
- 6.3. DPS shall provide a full-time Engineer/Multi-Media Technician position dedicated to the CMC. This position shall be a contractor or city employee who is hired through the City's hiring process. The salary for this position accommodates up to a 4% merit/cost of living increase each year and shall not to exceed the annual amounts laid out in Exhibit C. The City will make available additional engineering support through existing City staff or contractors to provide technical assistance to the facility as needed.
- 6.4. The City shall provide the Access Manager. This position shall be a City employee who is hired through the City's hiring process.
- 6.5. The City shall provide a 39-hours per week Production/Programming Technician position whose scope of work and responsibilities will include TV programmatic scheduling of the DPStv, Government and Public Access Channel(s), online presence management, OTT streaming and scheduling, administrative support and production support for the CMC.
- 6.6. The Access Manager will serve as the facility manager of the CMC. DPS will provide a scope of programmatic needs and manage those programs within the facility. Mutual coordination and collaboration between the contributed personnel will be required. DPS and DCM staff will schedule all resource needs through the standard operating process of the facility manager. The current organizational chart and the current job description for each position is attached as Exhibit B. These are current as of this Agreement's term start date and subject to change based on agreement of both parties.

7. **FINANCIALS**

- 7.1. DPS shall pay the City for Additional Rentals costs as laid out in Exhibit C. Additional Rentals shall be fixed at 50% of the total amount paid by the City to the CMC Landlord and up to \$15,000.00 (Fifteen Thousand Dollars) per year as set forth in Exhibit C, through the end of the term of this Agreement. All payments for Additional Rentals shall be paid by DPS directly to the City within 60 days of the end of the previous term. Additional Rentals shall be paid bi-annually with terms defined as: January through June and July through December each fiscal year through the end of the term of this Agreement. The City shall provide DPS with an invoice and applicable documentation.
- 7.2. Costs for technical classroom and studio staff members shall be paid by the City and DPS as set forth in section 6 of this exhibit. The expenses DPS has agreed to pay directly to the City shall be paid no later than January 31st for the concurrent term of January through June and July 31st for the concurrent term of July through December through the end of the term of this Agreement. The City shall provide DPS with an invoice payable with NET 30 terms. Should there be any personnel savings due to temporary vacancies in the positions DPS has agreed to provide, the savings shall be reimbursed to DPS through a process agreed to by both parties.
- 7.3. Operational expenses such as needed office supplies and day to day materials needed for the DCM and DPS programs, shall be purchased independently and paid for as needed by each entity.
- 7.4. Repair and Maintenance costs listed in section 4.5 of this exhibit shall be identified by the Access Manager and Engineering Personnel and approved by the Director. All Repair and Maintenance using PEG funds shall be purchased through the City's Purchasing Procedure in accordance with the City's Fiscal Accountability Rules and procurement policies.
- 7.5. All new equipment purchased for the CMC with PEG funds shall be approved by the Director and purchased through the City's Purchasing Procedure in accordance with the City's Fiscal Accountability Rules and procurement policies.

8. **TRAINING**

- 8.1. EGTC's 11-month Multi-Media and Video Production (MVP) part-time program will be operated at the CMC. Should EGTC seek to expand their educational offerings at the CMC, the parties will collaborate to seek integration

between the City and EGTC in these new course offerings.

- 8.2. The Access Manager will coordinate and reserve space within the CMC facility to accommodate scheduled courses and training programs. This reserved space within the facility will be based on the amount and type of training and courses, when training & courses are offered and anticipated number of participants. EGTC's 11-month MVP part-time program will have adequate classroom and studio space to meet the needs of the program as outlined in sections 8.3 and 8.4. Space needs for EGTC's MVP program will be communicated with and coordinated by the Access Manager or designated representative.
- 8.3. Scheduling for the Community Classroom shall be coordinated through the CMC scheduling system and managed by the Access Manager. Priority scheduling for the Community Classroom will be given to the EGTC 11-month MVP part-time program unless otherwise agreed upon by both parties. The current schedule for this class is Monday through Thursday from 4pm – 9pm. Should the program's course schedule change, or EGTC require additional classroom needs outside of the 4pm-9pm period, EGTC and the Access Manager shall collaborate to mutually agree on classroom scheduling to accommodate these additional needs.
- 8.4. Scheduling for the CMC Main Studio shall be coordinated through the CMC scheduling system and managed by the Access Manager. Priority scheduling for the CMC Main Studio shall be given to the current EGTC 11-month MVP program one day a week or two days a week for two months out of the year as agreed upon by both parties no later than 30 days before the start of each MVP program calendar year. Any needed changes to CMC Main Studio scheduling after the start of the MVP program calendar year, shall be communicated by the DPS Instructor to and coordinated by the Access Manager. If changes are requested within 30 days of the requested change date, availability is not guaranteed.

9. **WORKFORCE DEVELOPMENT PROGRAMMING**

- 9.1. DPS MVP Program Students will receive work-based learning class credit hours for participation in classes and "DCM Originals" hands-on media production learning opportunities. Participation in DCM Original productions shall be tracked by the students and the instructor. DCM will verify participation hours in the DCM system of record at the request of the DPS Instructor.
- 9.2. EGTC students shall receive a complimentary All-Access Membership to the

Denver Community Media Center subject to the terms and conditions set forth in the DCM Membership Agreement and Community Media Center Process and Policies (<https://www.denvercommunitymedia.org/About/Community-Media-Center-Process-Policies>). This All-Access Membership will be applied to the EGTC students' profile for the duration of their enrollment in the EGTC MVP course. The process for applying the membership will be established and agreed to by the DPS Instructor and Access Manager. EGTC students may be provided a 50% student discount upon completion of the EGTC MVP course for an additional year after graduation.

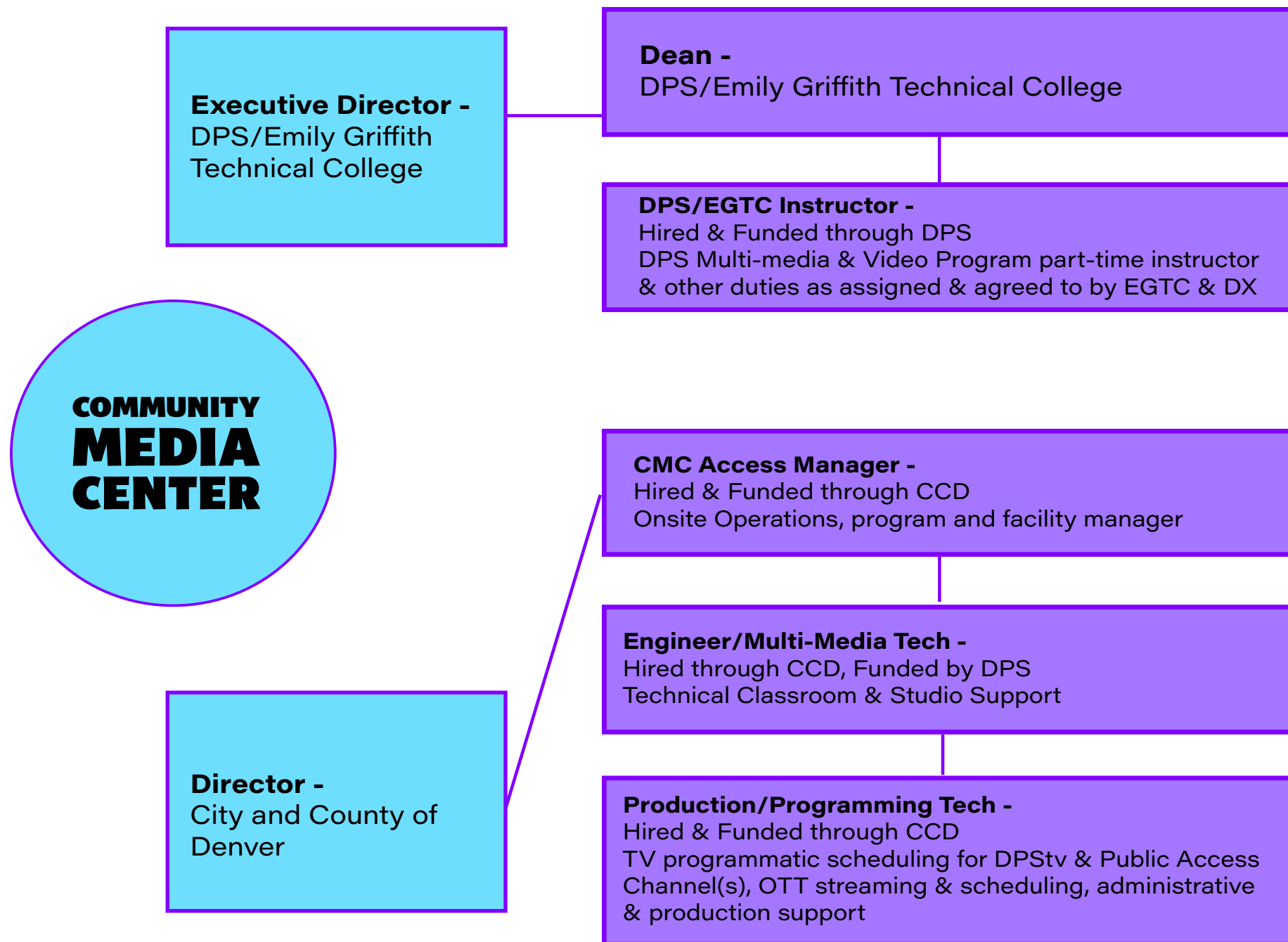
10. **SPACE**

- 10.1. There will be office space at the CMC for use by the CMC staff, and DPS Instructor. The DPS Instructor will have office space at the front of the classroom that includes a locking personal storage unit for personal effects.
- 10.2. The hotel office spaces at the CMC may be jointly used by the DPS Instructor for 1:1 meetings with students and as meeting space as determined by a reservation system managed by the Access Manager.
- 10.3. EGTC will have access to secured cabinets located at the front of the classroom in the CMC space to house A/V equipment as designated for classroom use only by Federal Mandate, or as designated by CMC staff.

APPROVED AS TO FORM:

By: 

Office of the General Counsel



DPS - EGTC Cost Schedule

- *EGTC Moved in Q4 2020, no CAM was charged in 2020
- **Engineer was hired in March 2021
- **Staff cost accommodates a 4% merit/cost of living increase each year