

BILL NO. S-19-12-01

SPECIAL ORDINANCE NO. S-_____

**AN ORDINANCE APPROVING AN ACCESS
ORIGINATOR GRANT FROM THE CABLE TV
FUND.**

WHEREAS, Ordinance No. 111.34.(B).(1) establishes Cable Access Board as the administrator of the Cable Access Fund; and

WHEREAS, Ordinance No. 111.34.(E).(1).c directs the Cable Access Board to recommend Access Originator grants amounts to the City Council; and

WHEREAS, the incumbent Access Originator for higher education has resigned their position in 2019; and

WHEREAS, the Cable Fund Access Board recommends the replacement of the Access Channel Originator with Lifelong Learning TV.

**NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL
OF THE CITY OF FORT WAYNE, INDIANA:**

SECTION 1. The City of Fort Wayne shall contract with Lifelong Learning TV, a consortium of Allen County Public Library and Fort Wayne area universities and colleges to be the Access Channel Originator for higher education on the local cablecast system:

SECTION 2. That this Ordinance authorize the City of Fort Wayne to pay Lifelong Learning TV ½ of the outstanding access originator fees for higher education not disbursed in 2019. The remaining ½ of the outstanding access originator fees shall disbursed upon the recommendation of the Cable Access Board.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

**INTER-LOCAL AGREEMENT
FOR
OPERATION AND DEVELOPMENT
OF
“LIFELONG LEARNING TV”
THE
HIGHER EDUCATION ACCESS CABLE CHANNEL**

THIS AGREEMENT made and executed this ____ day of _____ 2019, and effective the first day of December 2019, between the Allen County Public Library, hereinafter “ACPL” and the Fort Wayne Area Consortium of Universities and Colleges hereafter “Consortium” for the purposes of securing technical services from ACPL to manage the Lifelong Learning TV a Higher Education Access channel.

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“LIFELONG LEARNING TV” the Higher Education Access Cable Channel

Introduction. Access Fort Wayne (AFW) is the Media Center based out of the Allen County Public Library (ACPL) Main branch. AFW currently operates three cable TV channels, WELT 95.7 Community Radio and the Maker Lab at the Main Library. All of our channels are live streamed and we provide Video and Audio on Demand for local shows. AFW has a staff of 13 and their efforts are supplemented by 150+ producers, volunteers and DJ's. AFW is a full production facility with two TV studios, two Radio Studios, Several Edit suites. We provide training opportunities and facilities for any Allen County resident who wants to turn his/her ideas into video and /or audio. When Purdue Fort Wayne announced in June 2019 that College TV would be shutting down production. AFW offered its services and expertise to assist the City in keeping the channel on the air. Our efforts were successful because we shared similar technologies and had a good working relationship with the parties involved at Purdue Fort Wayne.

Establishment. The City of Fort Wayne ordinance 111.34 establishes the Cable Fund Access Board for the purpose of administering the Cable Franchise Fees. The ordinance lists the four Access Channel Originators (ACOs). This document lays the groundwork to transfer Higher Education Access playback to AFW. Going forward this non-commercial Cable Access channel will be called Lifelong Learning TV, currently seen on Comcast channel 5 and Frontier channel 30.

Purpose. The purpose of this agreement is to provide for the continued development and operation of the ACO for Higher Education Access with the establishment of a Consortium of area Universities and Colleges serving the Fort Wayne area. The aims of the Consortium include to provide a voice to higher education providers and students; e-create an outlet for creative expression; and to provide inclusiveness to students, faculty, and administrations. The Consortium will have input over the governing of the channel.

Term. This agreement shall extend for a period of five (5) years from the effective date listed below. The renewal of this agreement shall commence at least six months prior to the end of this agreement. Members of the Consortium may withdraw from the Consortium with or without cause with 120 days written notice of termination. Upon withdrawal from the Consortium, the member must return any equipment that has been awarded as part of the Consortium. That equipment will then be made available to other members.

Membership. To join the Consortium, institutions must submit a letter of intent saying they will participate with the activities of the Consortium and contribute programs for playback on the channel. That letter lists the primary contact for membership representing that institution. A copy of that letter of intent is in the appendix of this agreement.

Each member gets one vote in the decisions of the Consortium. Each member may be allocated a portion of the Franchise Fees detailed in the Budgeting section of this agreement. The Consortium members will hold a business meeting at least once a year in the month of May. The Consortium will follow Roberts Rules of order and develop officers and terms for such. Additional business meetings may be called to address issue effecting the Consortium.

Scope of Services. Services to be provided by AFW may include any or all of the following: all of the services AFW currently provides to all Allen County residents; free training and use of equipment and facilities; and the ability to check out equipment with a valid ACPL library card.

In addition, AFW will:

- A. Maintain and update equipment for the playback operation and bulletin board service of the channel from the Main Library.
- B. Coordinate with Consortium members to promote services and activities on the channel through the bulletin board service.
- C. Cablecast and live stream a 24/7 schedule, and make local programs available through Video on Demand.
- D. Retain a professional full-time coordinator, charged with coordinating with the Consortium members and overseeing the operation of the Lifelong Learning TV channel.
- E. Coordinate the live cablecast of programs and special events when technically available for remote locations for Consortium members.
- F. Assist the Consortium members in identifying existing programming of benefit to play on the channel.
- G. Consult with Consortium members for issues of media and program development.
- H. Shall by the 19th of May of each year prepare and present an annual report to the Consortium member's annual meeting and to the Cable Fund Advisory Board showing documentation of: 1. Opportunities to have programs produced and cablecast. 2. Explain how Access dollars were used. 3. Report of public comments about the channel. 4. Future goals and plans for the coming year for Lifelong Learning TV.

Shared Playback. Each member of the Consortium will have ample air time on the channel based on their participation and programming made available for playback. This is a non-commercial channel by FCC mandate, but recognition of sponsorship and underwriting is allowed. Marketing Consortium members has limitations, based on this. Steps will be made to represent all members fairly across the 24/7 program schedule. In addition, programming made outside of Allen County may be imported to augment programming on the channel.

Status of Employees. This is a service agreement to the Consortium by ACPL. All persons employed by ACPL to perform services under the terms of this agreement shall be considered employees of ACPL, which shall provide all benefits available to other ACPL employee in similar circumstances. ACPL shall provide workers' compensation insurance covering said employees and shall indemnify the Consortium of and from any claims arising out of the performance of services to the Consortium by said employees.

Budgeting. All funding for this agreement is provided by the Fort Wayne City Council from Access dollars allocated to the Consortium by the Cable Fund Access Board. The Allen County Public Library (ACPL) will be the fiscal agent for the Consortium. ACPL shall not be obligated to supplement funds in any manner from its own resources.

Of the Access dollars allocated for Lifelong Learning TV as an ACO, sixty percent (60%) will pass directly to ACPL for support of the operations of the channel. Forty percent (40%) of the funding shall be allocated to the Consortium members to facilitate programming for the channel, such as paid interns, equipment, personnel or services. If Consortium members purchase equipment, such items are considered jointly owned. If those items are no longer used by that member, they will be offered to other members for use.

Policies and Practices. Lifelong Learning TV policies and practices shall be proposed by AFW and reviewed and approved by Consortium members. The use of standard openings identifying the source of the program as well as disclaimers for other programming will build branding of the participating members, as well as shield questionable content. The AFW staff hired to coordinate with Consortium members will work with all marketing and public information officials to put the best image forward on the channel to reflect positively on all involved.

Current technology has many members streaming video of sports, lectures and other webinar programs. Downloading those presentations may be a primary source of programming.

Insurance and Waivers. This agreement is subject to the limitation of any insuring agreement covering the respective parties. The parties hereby mutually waive claims against the other, except such claims that may arise from intentional reckless acts of either of the parties.

Governing Law. This agreement is subject to final approval by the Common Council of the City of Fort Wayne, and shall be governed by the laws of the FCC, the State of Indiana and the City of Fort Wayne.

Termination. This agreement is subject to the appropriations by the Common Council of the City of Fort Wayne, and is terminable with or without cause by ACPL or the City by either party upon 120 days written notice of termination. As written in Term section above, Members of the Consortium may pull out of the Consortium with or without cause with 120 days written notice of termination.

General Construction. Where made necessary the context of this agreement, the masculine includes the feminine and the neuter, and the plural includes the singular and singular includes the plural. The captions are inserted for convenience only and shall not be deemed of the contract language.

Amendments and Modifications. This agreement may only be amended or modified by a written agreement between the parties executed with the same formality as the existing agreement,.

Letter of Intent. Attached is a simple letter indicating that your institution of higher education does intend to join the Consortium to contribute programing for playback on the Lifelong Learning channel and to participate in the meeting and activities of the Consortium.

EXECUTED this _____ day of _____, 2019.

ACPL Director

University Representatives

ATTEST:

November 26, 2019

Fort Wayne City Council
c/o City Clerk' Office
1 East Main Street
Fort Wayne, IN 46802

Subject: Cable TV -Access Channel Originator Grant

Members of City Council:

This ordinance is to authorize establishment of Lifelong Learning TV as the replacement cable TV Access Originator for higher education, as per Ordinance No. 111.34.

The incumbent access originator, PFW, resigned in June 2019.

The board received two proposals for replacing the access originator. The second proposal was from Purdue Fort Wayne, albeit from a different section of Purdue Fort Wayne than the original access originator.

I feel the Board selected the Lifelong Learning for two reasons. First, the underlying funding source for the cable access channels have declined 9.6% since 1st quarter 2018. Consolidating the access originators will help the local cablecast survive the decline of cable TV. Second, the Allen County Public Library has been a more stable partner with the cable board.

If the Council chooses not to select Lifelong Learning TV as a replacement access channel originator, by ordinance 111.34 the funds for the higher education channel will be distributed to the three remaining channel originators: City of Fort Wayne, Fort Wayne Community Schools, and Allen County Public Library.

If you have any questions, please call me at 427-1461.

James Haley
CIO
City of Fort Wayne