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CITY OF EL PASO, TEXAS

DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: MPO

AGENDA DATE: January 23, 2007

CONTACT PERSON/PHONE: Ricardo Dominguez (915) 591-9735 Ext. 19

DISTRICT(S) AFFECTED: N/A

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SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable. That the City Manager be authorized to sign a Memorandum of Agreement between the City of El Paso, in its capacity as the Metropolitan Planning Organization (MPO), and the Ysleta Independent School District (YSID), by which the YISD will provide videotape services at a cost of \$1,000.00 per meeting for the Transportation Policy Board meetings. The term of the agreement is for one (1) year with options to extend for four (4) additional terms of one (1) year each.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action?

YISD provides videotape services for the Transportation Policy Board meetings. The current contract ended December 2006. The terms and conditions of the proposed contract are the same as those 2006 contract.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? If so, when?
None

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
The MPO is 100% Federal and State funded to pay for the videotaping. Fund Source: G780603

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A
N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____
Sylvia Borunda Firth, Asst. City Attorney

OTHER: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

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CITY OF EL PASO
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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Memorandum of Agreement between the City of El Paso, in its capacity as the Metropolitan Planning Organization (MPO), and the Ysleta Independent School District (YISD), by which the YISD will provide videotape services at a cost of \$1,000.00 per meeting for the Transportation Policy Board meetings. The term of the agreement is for one (1) year with options to extend for four (4) additional terms of one (1) year each.

PASSED AND APPROVED this ___ day of January 2007.

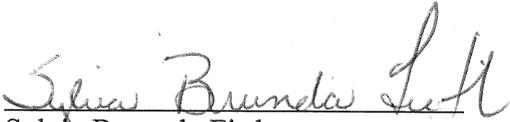
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
Municipal Clerk

APPROVED AS TO FORM:



Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Roy Gilyard, Director
Metropolitan Planning Organization

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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MEMORANDUM OF UNDERSTANDING
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THIS AGREEMENT, made on this ____ day of January 2007, between the CITY OF EL PASO, a municipal corporation duly organized and existing under the laws of the State of Texas ("City"), in its capacity as the METROPOLITAN PLANNING ORGANIZATION ("MPO"), and YSLETA INDEPENDENT SCHOOL DISTRICT ("YISD").

WHEREAS, the MPO's Transportation Policy Board ("TPB") meets once a month or as necessary as the policy body of the MPO;

WHEREAS, the TPB wishes to have their meetings recorded on film and televised on the local cable access channel;

WHEREAS, YISD wishes to provide such services as a learning tool for their students, and the TPB agrees as herein enumerated.

NOW THEREFORE, the parties hereby agree as follows:

1. WORK TO BE PERFORMED.

- A. **MPO's RESPONSIBILITY:** The MPO shall provide the following equipment: two linked audio mixers, a public announcement system, audio tape decks, microphones for a minimum of twenty-five board members, wireless microphone for audience, and podium microphone. The MPO shall also provide the necessary blank audiotapes and videotapes suitable for the taping of the meetings.
- B. **YISD's RESPONSIBILITY:** YISD shall provide a multi (3) camera shoot with a designated wide shot of the entire MPO boardroom and two manned tight shot cameras capable of picking up shots of the board members. Tight shoot cameras also need to record speakers at the podium, and both may need to tape presentation scenarios from tripods situated in the room.

YISD shall provide a crew, which at a minimum shall consist of a Director/Switcher and an audio person to handle up to twenty-five (25) microphones at one time, PA system feedback and audio tape recordings, and two camera operators. Switching area staff should be able to monitor and switch all cameras and monitor audio from mixers. YISD shall provide all video equipment (cameras and tape decks), cables (power and video) and monitors for switching area, as well as provide RTS/communication system for crew communication. YISD staff must ensure cables must be professionally dressed with gaffers or similarly

taped for safety. No special effects will be provided other than the capacity to fade up and down. The MPO logo will not be superimposed in lower right corner until such time the capacity is available.

YISD should be able to produce the final videotape product on location. If any posting is necessary it will be the responsibility of the YISD. Staff must be proficient in all aspects of recording the TPB meetings in order to troubleshoot for problems and keep the flow of the meeting from being disrupted. As required by Time Warner Cable, and may be revised in the future by Time Warner, the final video product will be recorded on Mini-DV tapes at the fastest speed.

The format of the final recorded product shall be in Mini-DV, DV Pro, or Beta format. DVD is available upon request and for an additional fee as stated below.

2. **LOCATION OF PERFORMANCE.** The place where the above-specified services are to be performed is primarily in the MPO office located at 10767 Gateway West, Suite 605, El Paso, Texas 79935, or as may be designated by the MPO in the City and County of El Paso, State of Texas.
3. **TIME FOR PERFORMANCE.** Taping is on the last Friday of the month unless scheduled otherwise by the MPO. The video needs to be complete and ready to run the following Monday at Time Warner Cable. The streamed video shall be ready and available on the MPO web page by the following Tuesday morning. Meetings are scheduled approximately from 9 a.m. through 12 p.m. YISD's setup crew needs to be flexible and may setup the afternoon prior or morning of the scheduled TPB meeting. It is understood that the setup takes approximately one to two hours to complete.
4. **TERM.** The term of this Agreement shall begin on the January 2007 TPB meeting and shall continue for a period of one year unless terminated herein by either party under the terms prescribed herein. The term of this Agreement may be extended upon the written approval of both parties.
5. **OPTIONS TO EXTEND.** The City is hereby granted four (4) options to extend this Agreement for additional terms of one (1) year each. In the event the City elects to exercise one or more of the options to extend, the consideration paid to YISD during each of the option periods shall be the amount specified in paragraph 7. **COMPENSATION.**

In order to exercise the option, the Executive Director of the MPO shall provide written notice to YISD thirty (30) days prior to the expiration of the term immediately preceding the option period.

6. **TERMINATION.** The City or YISD may terminate this contract at any time and for any reason, upon providing thirty (30) days prior written notice to the other party. The City shall have no responsibility or liability to YISD because of that termination, and no further responsibility or liability under this contract after such termination, except payment shall be remitted as provided for in Paragraph Six for services rendered prior to the notice for termination.
7. **CONSIDERATION.** City shall pay YISD lump sum one thousand dollars and no cents (\$1,000.00) per videotape session of the TPB meeting regardless of the length of the meeting. If the MPO requests that the TPB meeting be recorded on a DVD, there will be an additional fee of one hundred dollars and no cents (\$100.00) per hour it takes to record the meeting on the DVD format. Payment will be remitted by the MPO no later than thirty (30) days after receipt of an invoice for services rendered.
8. **GOVERNING LAWS.** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into in the City of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.
9. **ASSIGNMENT.** This contract may not be assigned or transferred in any way without the written consent of both parties. It is understood that City is contracting for the personal services of YISD, as specified above.
10. **INDEPENDENT CONTRACTOR.** YISD hereby agrees that no personnel supplied by YISD shall be considered an employee of the City. City shall not be subject to any obligations or liabilities of YISD, YISD's agents or representatives, incurred in the performance of this contract.
11. **NOTICE.** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY: City Manager, City of El Paso
 2 Civic Center Plaza, Tenth Floor
 El Paso, Texas 79901-1196

COPY: Director, Metropolitan Planning Organization
 10767 Gateway West, Suite 605
 El Paso, Texas 79935

YISD: Superintendent
 Ysleta Independent School District
 9600 Sims
 El Paso, Texas 79925

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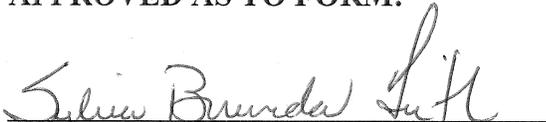
12. **ENTIRE AGREEMENT.** This contract contains all agreements, representations and understandings of the parties hereto, and may not be waived, altered or modified except by written agreement of both parties.

EXECUTED on the day and year first written above.

CITY OF EL PASO

Joyce A. Wilson, City Manager

APPROVED AS TO FORM:



Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Roy Gilyard, Director
Metropolitan Planning Organization

YSLETA INDEPENDENT SCHOOL DISTRICT

By: President, Board of Trustees

Printed Name: _____

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