

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: MPO
AGENDA DATE: May 1, 2007
CONTACT PERSON/PHONE: (915) 591-9735 Ext. 19 Ricardo Dominguez
DISTRICT(S) AFFECTED: N/A

SUBJECT:

That the action taken by the City Council on January 23, 2007, authorizing the City Manager 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provide videotape services at a cost of \$1,000.00 per meeting for the Transportation Policy Board meetings is hereby rescinded and attached revised Memorandum of Agreement is hereby approved and the City Manager is authorized to sign the Memorandum of Agreement attached.

BACKGROUND / DISCUSSION:

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:

None.

AMOUNT AND SOURCE OF FUNDING:

The MPO is 100% Federal and State funded to pay for the videotaping. Fund Source: G780603

BOARD / COMMISSION ACTION:

N/A

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

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

OTHER: Patrick T. Abeln, A. A. E., Director of Aviation _____
(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:** _____

CITY CLERK DEPT.
07 APR 25 PM 2:00

RESOLUTION

WHEREAS, on January 23, 2007 the City Council authorized the City Manager 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; and

WHEREAS, changes were made to the Memorandum of Agreement by the YISD Board after the approval of the City Council.

WHEREAS, the proposed changes are acceptable to the MPO;

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

That the action taken by the City Council on January 23, 2007 authorizing the City Manager 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 is hereby rescinded and she is hereby authorized to sign the revised Memorandum of Agreement attached to thus Resolution .

ADOPTED this ____ day of ~~April~~^{May} 2007.

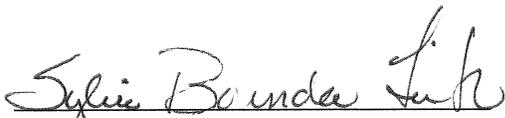
THE CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Roy Gilyard, Director
Metropolitan Planning Organization

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STATE OF TEXAS)
)
)
COUNTY OF EL PASO)
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made on this ____ day of May 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. The MPO shall provide adequate space for storage of any YISD equipment that must remain at MPO's facility. The MPO shall provide utilities for YISD's equipment used to record 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

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capacity to fade up and down. The MPO logo will be superimposed in the lower right corner of the video image when the capacity to do so is available. The MPO will be responsible for any copyright dispute associated with use of the MPO logo.

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. 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 as 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. YISD can provide the recorded product in DVD format 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. MPO shall provide YISD at least ___ days notice of any change on meeting date. 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. YISD (will/will not) be responsible for recording meetings during times when schools are closed for holidays and for spring and summer breaks. YISD will supply the MPO with a list of these dates as soon as possible after adoption of the school calendar.
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.

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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. YISD shall have no further responsibility or liability under this contract after such termination, except to deliver recorded product for any meetings recorded prior to termination.

YISD may, without penalty, terminate the agreement at the end of any budget period occurring during the term of the agreement, if funds necessary to provide the personnel and equipment required by the agreement during the succeeding budget period have not been appropriated by the Board of Trustees.

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. 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: | COPY: |
| City Manager, City of El Paso | Director, MPO |
| 2 Civic Center Plaza, Tenth Floor | 10767 Gateway West, Suite 605 |
| El Paso, Texas 79901-1196 | El Paso, Texas 79935 |

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

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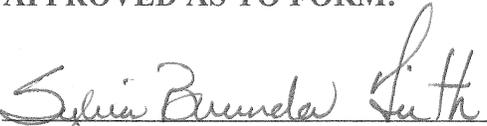
12. **ENTIRE AGREEMENT.** This contract contains all agreements, representations and understandings of the parties hereto, and may not be waived, altered or modified except by written agreement of both parties.

EXECUTED on the day and year first written above.

CITY OF EL PASO

Joyce A. Wilson, City Manager

APPROVED AS TO FORM:



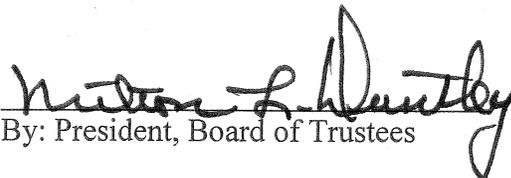
Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Roy Gilyard, Director
Metropolitan Planning Organization

YSLETA INDEPENDENT SCHOOL DISTRICT



By: President, Board of Trustees

Printed Name: Milton L. Duntley

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