

INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY FOR THE PRODUCTION AND CABLECASTING OF THE BOARD OF DIRECTORS MEETINGS

This agreement is between the City of Austin, a Texas home rule city and municipal corporation, acting through its Communications and Public Information Office, and Capital Metropolitan Transportation Authority ("Capital Metro"), pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, 791 et seq.

The City of Austin has reserved the use of one access television channel provided to the City of Austin by cable service providers for governmental programming.

Capital Metro is a local transportation authority which holds board meetings on a monthly basis.

Cooperation in this matter between the two entities will benefit the public by allowing the viewing of Capital Metro Board deliberations.

The parties therefore agree as follows:

ARTICLE I SCOPE OF SERVICES

1.1 Capital Metro Services. (a) Capital Metro shall provide all appropriate equipment necessary to videotape and cablecast each monthly Capital Metro Board of Directors meeting.

(b) Capital Metro shall provide all audio equipment for all Board of Directors meetings, which includes:

- (i) 24X4 Broadcast media feed (XLR, Phone and mini plug)
- (ii) 1 cordless handheld microphone
- (iii) Channels gated noises canceling mixer
- (iv.) 8 Channel sub-mixer
- (v.) All appropriate cables

(c) Capital Metro shall provide any additional equipment necessary for closed-captioning the videotape and cablecast, and any additional contract necessary for securing closed-captioning services.

(d) Capital Metro shall be responsible for the repairs of Capital Metro furnished equipment due to normal malfunctions or wear.

(e) All meetings will be held within the Capital Metro service area.

1.2 City of Austin Services. (a) The City of Austin shall provide production and cablecasting services for each Capital Metro Board of Directors meeting, which shall be held at least once a month.

(b) The City of Austin shall set-up and test all video equipment and have the equipment ready for use no later than one hour prior to each monthly Board of Directors meeting. The City of Austin will attempt to shoot the meeting with a single camera on a tripod, which the City of Austin shall provide, if the equipment provided by Capital Metro fails.

(c) The City of Austin shall have at least one video technician on-site throughout the duration of each monthly Board of Directors meeting.

(d) The City of Austin shall schedule the monthly Capital Metro Board of Directors meeting on its channel for viewing.

(e) The City of Austin shall cablecast each monthly Board of Directors meeting no less than four times within the 30 day period following the meeting.

(f) The City of Austin will file a DVD copy of Board meetings at the Austin History Center Library at 810 Guadalupe Street, Austin, Texas and a copy will be given to the Capital Metro Board Liaison after each recorded meeting.

(g) The City of Austin is responsible for operating and trouble-shooting video equipment failures that may occur during normal usage. The City of Austin will recommend equipment repairs but the costs associated with the repair or replacement of Capital Metro owned equipment is the responsibility of Capital Metro.

ARTICLE II PAYMENT AND TERM OF AGREEMENT

2.1 Payment. (a) Capital Metro shall pay the City of Austin \$300 for each meeting recorded by the City of Austin. Checks shall be made payable to the order of City of Austin Channel 6.

(b) The City of Austin shall submit quarterly invoices for the payment of services no later than the fifth day following the end of each quarter.

2.2 Effective Date. This Agreement shall be effective on March 1, 2009 following approval hereof by both the City of Austin's City Council and the Capital Metro Board of Directors

2.3 Term of Agreement. The term of this Agreement shall be for a base period of one year with nine automatic renewals, each beginning on the anniversary of the Effective Date. Either party can cancel this Agreement by giving thirty 30 days notice thereof to the other party.

**ARTICLE III
GENERAL CONDITIONS**

3.1 Notice. Correspondence and notices shall be in writing and mailed, faxed, emailed, or delivered to the other party as follows:

(a) If for the City of Austin

City of Austin
Channel 6
P.O. Box 1088
Austin, Texas 78767
ATTN: Keith Reeves
keith.reeves@ci.austin.tx.us

(b) If for Capital Metro:

Capital Metropolitan Transportation Authority
PO Box 6308
Austin, Texas 78762
Attn: Gina Estrada
gina.estrada@capmetro.org

3.2 Schedule Adjustments. Capital Metro shall provide the City of Austin with a schedule of the monthly Capital Metro Board of Directors meeting and shall provide a 72-hour written notice of any schedule or location adjustments of each monthly Board of Directors meeting. The City of Austin shall notify Capital Metro within 24 hours of receiving written notice of the adjustment if the City of Austin is unable to commit video production resources to the rescheduled or relocated event.

3.5 Contingency. (a) City of Austin's obligations under this agreement are directly contingent on the approval of City Council and upon its retaining the authority to use and designate an Access Channel for governmental use under cable television services franchises. Lack of such authority shall render this Agreement null and void to the extent the authority is curtailed or abrogated.

(b) Capital Metro's obligations under this agreement are payable only and solely from funds appropriated by Capital Metro. Payments are subject to future appropriations.

The parties are signing this agreement on the date stated below each signature.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Date: _____

CITY OF AUSTIN

By: _____

Date: _____