

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: City Manager's Office

AGENDA DATE: March 3, 2020

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Laura Cruz-Acosta – (915) 212-1061

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal No. 5 and Goal No. 6

SUBGOAL:

5.5 Strengthen messaging opportunities through media outlets and proactive community outreach

6.8 Support Transparent and Inclusive Government

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 Second Amendment to the Television Sub-Channel Lease and Premises License Agreement with Texas Tech University to extend the initial term through August 31, 2023, and to clarify the consideration, and be further authorized to execute any related documents necessary to effectuate this agreement that do not affect the approved City budget upon review and approval as to form by the City Attorney or designee.

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? What are the citizen concerns?

That the City Manager be authorized to sign a Second Amendment to the Television Sub-Channel Lease and Premises License Agreement with Texas Tech University to extend the initial term through August 31, 2023, and to clarify the consideration, and be further authorized to execute any related documents necessary to effectuate this agreement that do not affect the approved City budget upon review and approval as to form by the City Attorney or designee.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On March 17, 2015, the City Council approved a resolution authorizing a Television SubChannel Lease and Premises License Agreement with El Paso Public Television Foundation d/b/a KCOS-TV.

On September 17, 2019, the City Council approved a consent to assignment of and amendment to Television Sub-Channel Lease and Premises License Agreement from El Paso Public Television Foundation d/b/a KCOS-TV to Texas Tech University.

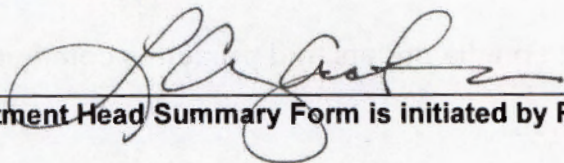
AMOUNT AND SOURCE OF FUNDING:

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?

N/A

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

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager be authorized to sign a Second Amendment to the Television Sub-Channel Lease and Premises License Agreement with Texas Tech University to extend the initial term through August 31, 2023, and to clarify the consideration, and be further authorized to execute any related documents necessary to effectuate this agreement that do not affect the approved City budget upon review and approval as to form by the City Attorney or designee.

APPROVED this _____ day of _____, 2020.

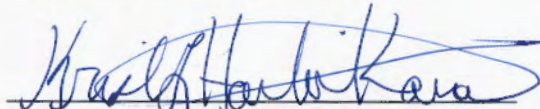
THE CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen Lynn Hamilton-Karam
Assistant City Attorney

APPROVED AS TO CONTENT:

Laura Cruz-Acosta
Strategic Communications Director

STATE OF TEXAS)
)
)
)
COUNTY OF EL PASO)

**SECOND AMENDMENT TO TELEVISION
SUBCHANNEL LEASE AND
PREMISES LICENSE AGREEMENT**

This Second Amendment to Television Sub-Channel Lease and Premises License Agreement ("Second Amendment") is entered on _____, 2020 ("Effective Date") between the City of El Paso, a home-rule municipal corporation (the "City") and Texas Tech University, a Texas public institution of higher education ("TTU"), jointly referred to as the "Parties."

WHEREAS, on March 17, 2015, the City entered into a Television Sub-Channel Lease and Premises License Agreement ("Agreement") with El Paso Public Television Foundation d/b/a KCOS-TV ("KCOS") whereby KCOS granted to the City a lease of a sub-channel and a license to use a portion of studio space leased by KCOS from El Paso Community College District ("EPCC") (approved by EPCC through a separate Landlord Consent to License Agreement dated March 17, 2015, which is attached as Exhibit "A" to the Agreement), for the purpose of expanding the broadcast reach of the CITY's non-commercial government access television channel;

WHEREAS, on September 17, 2019, the City, KCOS and TTU entered into a Consent to Assignment of and Amendment to Television Sub-Channel Lease and Premises License Agreement ("First Amendment") assigning all rights, duties and obligations of KCOS under the Agreement to TTU, and amended the terms as required by TTU as an Agency of the State of Texas and subject to certain requirements, which became effective on October 1, 2019; and

WHEREAS, the Parties wish to amend the Agreement to amend the option period to end on August 31, 2023, and to clarify the adequate consideration.

NOW THEREFORE, The Parties agree as follows:

Section 1.

Paragraph 3(h). Consideration shall be amended to read as follows

(b) The Parties agree that the value of the Equipment and Fiber to be purchased and installed by Lessee, if prorated through the initial term of the Agreement, would be in the minimum of Six Thousand and no/100 Dollars (\$6,000.00) per month. However, it is the general intent of the Parties hereto that this Agreement and the rights and obligations provided herein is adequate consideration, and no further monetary payment shall be made by Lessee for use of the License Premises or the Leased Sub-Channel. Lessee is not obligated to pay to lessor this amount from the date of this amendment through the remainder of the current term or any extension or amendment therefore.

Section 2.

Paragraph 4. Term shall be amended to read as follows:

This Sub-Channel Lease and Premises License is granted for an initial term beginning on the Effective Date, extending through August 31, 2023. Following the expiration of the initial term and provided that the lessee is in full compliance with all terms and conditions of this Agreement and that the Agreement has not been earlier terminated as provided herein, Lessee shall have the option to extend this Agreement for one (1) successive term of five (5) years. Lessee may exercise this option by providing written notice to Lessor no later than the expiration date of the then current term.

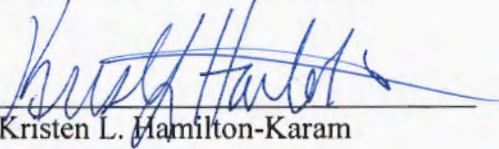
Section 3. The Parties agree that except as amended in this Second Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the _____ day of _____, 2020.

THE CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Assistant City Attorney

APPROVED AS TO CONTENT:

Laura Cruz-Acosta
Strategic Communications Director

TEXAS TECH UNIVERSITY

By: _____
Name: _____
Title: _____