

Facility Usage Agreement

This Facility Usage Agreement (“Agreement”) is entered into on the Effective Date by and between South Bay Cities Council of Governments, hereinafter referred to as ”SBCCOG” and the Southern California Association of Governments, hereinafter referred to as “SCAG,” collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, SCAG’s Strategic Plan calls for the development, maintenance and promotion of state of the art models, information systems and communication technologies;

WHEREAS, to further SCAG’s commitment to active engagement with its member agencies in bottom up planning processes, SCAG is expanding videoconference capabilities within the region by partnering with SBCCOG and other local stakeholders;

WHEREAS, SBCCOG will provide a site at its offices for SCAG-sponsored meetings and videoconferencing capabilities between SCAG and SBCCOG; and,

WHEREAS, SCAG will procure and manage the vendor(s) (“Vendor”) selected to install and maintain the videoconference equipment at SBCCOG’s offices.

NOW, THEREFORE, the Parties enter into this Agreement with respect to the matters set forth herein:

Section I. Term

The term of this Agreement shall commence on November 1, 2015 (“Effective Date”) and continue until December 31, 2016, and may be terminated as provided under this Agreement.

Section II. SBCCOG Responsibilities

1. SBCCOG occupies the premises located at 20285 S. Western Ave., Suite 100, Torrance, CA 90501, hereinafter referred to as the “Premises.”
2. SBCCOG authorizes SCAG to use the meeting room known as the Medium Conference Room, hereinafter referred to as the “Meeting Room,” located within the Premises, and to install in such Meeting Room videoconference equipment, hereinafter referred to as “Equipment,” as described in Exhibit “A” attached hereto and incorporated herein by this reference.
3. SBCCOG will collaborate with SCAG staff and its Vendor to successfully establish fully functional videoconferencing capabilities, including pre-installation activities. SBCCOG shall conduct a site assessment, to provide space, layout and other site information, to assist SCAG in determining the final Equipment list and installation specifications.
4. SBCCOG shall identify a minimum of three staff members who will be trained by the Vendor to operate the Equipment.

5. SBCCOG shall trouble-shoot any problems with the Equipment functionality through the Vendor, and keep a detailed log of any problems concerning the Equipment, promptly notifying SCAG of such problems.
6. SBCCOG shall host SCAG meetings, workshops, hearings, and other SCAG-sponsored events (“SCAG Meetings”) including but not limited to special meetings of SCAG Policy Committees, meetings of SCAG Task Forces and Subcommittees, City Manager Summits, and Plans and Programs Technical Advisory Committee meetings. For SCAG Meetings at the hosted SBCCOG location in which elected officials are participating on behalf of SCAG, SCAG may request that SBCCOG provide staff support for the meetings; however, if SBCCOG staff is not available, SCAG shall provide staff support for such meetings. SBCCOG staff shall be required to provide support for any other meetings in which they use the videoconference equipment.
7. SBCCOG is authorized by SCAG to utilize the Equipment for videoconferences not sponsored by SCAG, however SBCCOG agrees to assume full responsibility for any and all costs and liabilities associated with such use.
8. SBCCOG shall be responsible for the following costs and services related to the Equipment:
 - a. Internet bandwidth service to transport network signals for videoconferences of SCAG Meetings and meetings other than SCAG Meetings (“Non-SCAG Meetings”).
 - b. All other connections and bridges to videoconferences of Non-SCAG Meetings.
 - c. Webcasting and/or recording of Non-SCAG Meetings. SCAG shall not be responsible for purchasing or installing webcasting or recording equipment as part of the subject Equipment installation. SCAG maintains its own webcasting equipment, which shall be used only for SCAG Meetings.
 - d. Onsite and after-hours Vendor support for any Non-SCAG Meetings. Such support, which results in additional charges, shall be paid by SBCCOG.
9. Upon request of SCAG, SBCCOG agrees to post SCAG Meeting agendas at the Premises.
10. SBCCOG shall properly secure and insure videoconference equipment from loss or damage at full replacement value. SBCCOG shall procure and maintain, at its own expense, during the term of this Agreement liability insurance from a licensed insurance company. SBCCOG shall provide SCAG with a Certificate of Insurance evidencing insurance that includes the following: Comprehensive Liability Insurance with a minimum limit of one million dollars per occurrence combined single limit to include property, personal injury and operations. The Certificate of Insurance shall be submitted no later than ten (10) calendar days subsequent to execution of this Agreement and shall list SCAG as an additional insured party.
11. SBCCOG shall indemnify and hold harmless SCAG from all loss, costs and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of use of Equipment, whether such use is authorized or not, or by any act or omission of SBCCOG or any of its agents, employees, guests, patrons, or invitees. SBCCOG shall pay for any and all damage to the Equipment, or the loss or theft of Equipment or other personal property of SCAG, done or caused by such persons.

Section III. SCAG Responsibilities

1. SCAG shall coordinate with SBCCOG staff regarding requests and activities related to videoconferencing of SCAG Meetings, including pre-installation activities; host responsibilities; distribution of materials; and refreshments as applicable. Except as otherwise provided under this Agreement, no costs shall be incurred by SCAG for purposes of this Agreement unless SCAG provides prior, written approval of such costs.
2. SCAG shall coordinate with SBCCOG staff to schedule and secure Meeting Room space with minimal staffing during meetings. At least monthly, SCAG staff shall provide SBCCOG with a list of tentative dates of scheduled SCAG Meetings (“Meeting Schedule”) that are anticipated to be videoconferenced. In the event that SCAG needs to use the videoconference equipment for a SCAG Meeting not listed in the Meeting Schedule, SCAG shall notify SBCCOG as soon as possible and SBCCOG shall use reasonable, best efforts to accommodate the requested SCAG meeting in the Meeting Room. In the event that the Meeting Room is unavailable for SCAG Meetings, SBCCOG shall use reasonable, best efforts to provide an alternate meeting room and temporarily transport the Equipment to such room.
3. SCAG shall procure and manage the Vendor selected by SCAG to install and maintain the Equipment in the Meeting Room, and intends to secure a vendor maintenance agreement that will provide for unlimited remote troubleshooting services weekdays from 8 a.m. to 5 p.m., and defective part replacement warranties. SCAG will finalize the list of Equipment and installation specifications, based on information provided by SBCCOG during its site assessment as described above in Section II, paragraph 3. SCAG shall be responsible for the costs of Equipment as set forth in Exhibit A and for the costs of Vendor services for installing and maintaining such Equipment for videoconferencing of SCAG Meetings as described herein.
4. SCAG will provide SBCCOG with a “SCAG Videoconference User Guide,” and will ensure that technical support is provided to SBCCOG staff in connection with SCAG videoconference events, including utilization of SCAG’s Los Angeles videoconference bridge.
5. SCAG shall indemnify and hold harmless the SBCCOG from all loss, costs and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of use or occupation of the Meeting Room or Premises, whether such use is authorized or not, or by any act or omission of SCAG or any of its agents, employees, guests, patrons, or invitees. SCAG shall pay for any and all damage to the Meeting Room or Premises, or the loss or theft of personal property of SBCCOG, done or caused by such persons.

Section IV. Termination

Each party shall have the right to terminate this Agreement for cause or convenience within thirty (30) days written notice to the other party. In such event, SBCCOG shall promptly return the Equipment to SCAG. At the end of the specified term of the agreement SBCCOG shall promptly return the Equipment to SCAG.

Section V. Notices

For purposes of this Agreement, the following individuals shall serve as the principal contacts for SBCCOG and SCAG.

For SBCCOG: Jacki Bacharach, Executive Director
South Bay Cities Council of Governments
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Phone: (310) 371-7222
jacki@southbaycities.org

For SCAG: Mark Butala, Regional Services Manager
Southern California Association of Governments
818 W. 7th Street, 12th Floor
Los Angeles, California 90017
(213) 236-1945
Butala@scag.ca.gov

Section VI. General Provisions

1. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.
2. This Agreement cannot be orally amended or modified. Any modification or amendment hereof must be in writing and signed by the Parties.
3. This Agreement contains the entire understanding between the Parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged in this Agreement, and shall be of no further force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized officers on the respective dates set forth below.

Southern California Association of Governments (“SCAG”)

South Bay Cities Council of Governments (“SBCCOG”)

By: _____
Hasan Ikhata, Executive Director

By: _____
Jim Gazeley, Chair

Date: _____

Date: _____

Approved as to Form:

Joanna Africa, Chief Counsel

EXHIBIT A

EQUIPMENT

Part Description	Part Number	Required Qty
Life Size Team XXX (w/phone)		1
55" LCD		2
55" LCD Wall/Cart Mount		1
Codec Wall/Cart Mount		1
Three (3) year advanced replacement service and support for all LifeSize units and LCDs - Team XXX (qty 1) - 55" LCD (qty 2)		Per item