

# Facility and Equipment Usage Agreement

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This Facility and Equipment Usage Agreement ("Agreement") is entered into on the Effective Date by and between the 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 seeks to provide innovative information and value-added services to enhance member agencies' planning and operations and promote regional collaboration;

WHEREAS, to further SCAG's commitment to active engagement with its member agencies in bottom up planning processes, SCAG is maintaining 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 January 1, 2019 ("Effective Date") and continue until December 31, 2022, 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 shall identify a minimum of two (2) SBCCOG staff members who will be trained by SCAG and/or SCAG's Vendor to operate the Equipment and videoconference service.
4. SBCCOG shall troubleshoot any problems with the Equipment functionality in collaboration with SCAG AV Services, other SCAG staff, SCAG's vendors, or hardware manufacturers as needed, and keep a detailed log of any problems concerning the Equipment, promptly notifying SCAG of such

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problems along with the detail log.

5. SBCCOG shall host SCAG meetings, workshops, hearings, and other SCAG-sponsored events ("SCAG Meetings") including, but not limited to, special meetings of SCAG's Executive/Administration Committee and Policy committees and meetings of SCAG's Task Forces and/or Subcommittees. For SCAG Meetings hosted at the 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 SCAG staff support for such meetings.
6. For any non-SCAG meeting using the SBCCOG videoconferencing facilities, SBCCOG staff shall be required to provide support for non-SCAG Skype for Business integration and any other meetings in which they use the videoconference equipment.
7. SBCCOG is authorized by SCAG to utilize the Equipment and videoconference service for meetings not sponsored by SCAG; however SBCCOG agrees to assume full responsibility for any and all costs and liabilities, including any loss or damage, 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 (\$1,000,000) 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 or

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services, 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. In the event that SCAG needs to use the videoconference equipment for a SCAG Meeting, 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.
3. SCAG shall procure and manage the Vendor selected by SCAG to install and the Equipment and be responsible for the costs of Equipment and services set forth in Exhibit A.
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.
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 SCAG's use or occupation of the Meeting Room or Premises, 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.

### **Section V. Notices**

For purposes of this Agreement, the following individuals shall serve as the principal contacts for

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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](mailto:jacki@southbaycities.org)

For SCAG: Julie Loats, Chief Information Officer  
Southern California Association of Governments  
900 Wilshire Blvd., 17<sup>th</sup> Floor  
Los Angeles, California 90017  
(213) 236-1910  
[loats@scag.ca.gov](mailto:loats@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.
4. This Agreement shall be effective as of the date in which the last of the Parties executes the document (herein "Effective Date").

## Facility and Equipment Usage Agreement

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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: \_\_\_\_\_  
Darin Chidsey, Interim Executive Director

By: \_\_\_\_\_  
Britt Huff, SBCCOG Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Joann Africa, SCAG Chief Counsel/Director of Legal Services

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### Exhibit A

Equipment to be maintained at SBCCOG designated videoconference room:

Part Description	Part Number	Quantity
Polycom RealPresence Touch 10.1"	8200-84190-001	1
Mobile Cart	AVA1500-60-2P	1
Polycom Trio 8800 videoconferencing kit with Visual+ accessories: camera and box	7200-25500-019	1
60" 4k HDTV		1
Zoom videoconference service		1