

MEMORANDUM OF UNDERSTANDING

between

Fresno Council of Governments
(COG)

2035 Tulare Street Suite 201
Fresno, CA 93721
(559) 233-4148
Tony Boren, Director

and

Kings County Area Public Transit Agency
(KCAPTA)

COG and KCAPTA wish to enter into an agreement to purchase and operate videoconference infrastructure and endpoint equipment. This document defines the terms of a partnership between the COG and KCAPTA as it pertains to KCAPTA ongoing usage of videoconferencing equipment owned by the COG necessary to conduct public outreach, to deliver technical services and information to multiple city recipients at one single time.

1. The COG will:
 - a. Enter into a contract with Sebastian to purchase new, endpoint equipment, and upgrade existing infrastructure.
 - b. Purchase equipment per terms of agreement for bid quote and purchase order.
 - c. Bill KCAPTA for the purchased equipment per terms of agreement for bid quote and purchase order.
 - d. Provide the KCAPTA access to the Polycom 'bridge' hardware for no less than four (4) sessions per month (as requested) enabling the KCAPTA to conduct public outreach, to deliver technical services and information to multiple city recipients at one single time.
 - e. Polycom 'bridge' hardware access will be provided to KCAPTA at no cost.

2. KCAPTA will:
 - a. Reimburse COG for \$300,000 of videoconferencing equipment.
 - b. Coordinate all scheduling of videoconferencing sessions through assigned COG point-of-contact or CMA scheduling software.
 - c. Provide COG with no less than a one (1) week advanced notice for Polycom 'bridge' hardware reservation.

3. Definitions

Session – Any workshop, event, meeting, training relating to the KCAPTA’ delivery related to public outreach and/or technical services and/or information to its clients or strategic partners.

4. Modifications

This Memorandum of Understanding may be amended at any time by an Agreement in writing executed by authorized representatives of the COG and the KCAPTA.

5. Duration

This Agreement shall become effective on 2/1/2011 and shall continue indefinitely unless terms of the agreement are violated by either party and an official request to terminate this agreement is filed.

6. Assignment

KCAPTA retains the right to assign its rights under this MOU to CalVans, the California Vanpool Authority being formed to manage all of KCAPTA’s vanpool operations in the future

7. Termination

Any termination of the KCAPTA JPA or the dissolving of KCAPTA or this agreement between the COG and KCAPTA will result in the termination COGs obligation to provide service to KCAPTA. Any requests for termination must be given in writing and a review period of at least 30 days will be allocated to the other party. The core infrastructure equipment housed at COG shall remain in sole possession and ownership of COG upon dissolve of KCAPTA or termination of the JPA. The endpoint units will remain in the sole possession and ownership of KCAPTA.

COG:

KCAPTA:

By: _____
(Signature)

By: _____
(Signature)

Title:

Title:

Date:

Date: