

THE STATE OF TEXAS

AGREEMENTS
VIRTUAL PRIVATE NETWORK (VPN) AGREEMENT
CITY OF PLANO
TELECOMMUNICATIONS

COUNTY OF COLLIN

On **June 28, 2005**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request from the Telecommunications for approval to enter into a Virtual Private Network (VPN) with the City of Plano.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval to enter into a Virtual Private Network (VPN) agreement with the City of Plano. Same is hereby approved in accordance with the attached documentation.



Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:

Brenda Taylor, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S

COMMISSIONERS' COURT AGENDA REQUEST FORM

6/19/05
mcl

REQUESTS MUST BE RECEIVED NO LATER THAN 9:00 AM

ON THE TUESDAY PRIOR TO THE TUESDAY MEETING.

This space for Court Clerk

RECEIVED
JUN 21 11 0 22

AGENDA NUMBER: _____

REGULAR _____
CONSENT _____

REQUESTING DEPARTMENT

Date: 06/03/05 Court Date: 06/28/05 Phone/Ext: 4537 Department: TELECOMMUNICATIONS

Description of Agenda Item: Requesting permission to enter in VPN
Agreement with City of Plano

BUDGET RELATED INFORMATION

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: Yes
 No

Amount Budgeted: N/A
(or needed)

Account Number: _____

DEPARTMENT HEAD SIGNATURE: *Daniel Kennedy*

PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s): _____

CHECK TWO OF THE BELOW

ADVERTISE	BIDS
AWARD	PROPOSALS

BOND REQUIRED: _____
ANNUAL ACTION: _____
AD DATES: _____

INS. REQ'D: _____
EFFECTIVE: _____
OPEN DATE/TIME: _____

Item Description for Agenda: **Commissioners' Court consideration and approval to enter into a VPN (Virtual Private Network) agreement with the City of Plano.**

Remarks: _____

PURCHASING AGENT SIGNATURE: _____

Muhalykain

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 TELECOMMUNICATIONS

AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET/FUNDING VERIFICATION

BUDGETED	FUNDS AVAILABLE
UNBUDGETED	ACCOUNT NUMBER FOR AVAILABLE FUNDS
FUNDS NOT AVAILABLE	(Needed for Agenda Submission)

BUDGET AMENDMENT REQUIRED

NON-EMERGENCY, Sec 111.011 LGC	
EMERGENCY, Sec 111.010 LGC	

FUNDS TRANSFER RECOMMENDATION

AMOUNT	DEPARTMENT NAME	ACCOUNT NUMBER
\$ _____ From	_____	_____
\$ _____ From	_____	_____
\$ _____ To	_____	_____
\$ _____ To	_____	_____

Remarks: _____

COUNTY AUDITOR SIGNATURE: _____

Randall Rice

BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

BUDGET OFFICER SIGNATURE: _____

[Signature]

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COUNTY AUDITOR
 JUN 17 PM 10:31

JUN 15 PM 2:00

CONNECTION AGREEMENT
Dated 03/23/05

This Connection Agreement (the "Agreement") is entered into by and between The City of Plano (the "City"), a municipal corporation and Collin County ("Vendor", a Political Subdivision, on the 18 day of July, 2005). City and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the City

WHEREAS, the Vendor

NOW THEREFORE, the Parties hereto agree as follows:

Technical Requirements. Vendor understands and agrees that:

The City does not allow any Microsoft virtual private network ("VPN") solution for remote access; devices originating a VPN connection must be separated from the public Internet by a hardware/software firewall and must also use a commercially available anti-virus package; local area network ("LAN") devices originating a VPN connection must be addressed from address space allocated in RFC 1918; that Vendor shall be responsible for and shall bear any and all expenses for modifications it must make to its configuration or equipment in order to comply with these requirements; and Vendor assumes any and all risks associated with connecting to the City and its networks, and the City shall not be responsible for any security breaches on Vendor's network resulting from or related to Vendor's use of the City approved VPN client.

Limitations on Use. Vendor understands and agrees that the City may, in its sole discretion, and without advanced notice to Vendor;

- a. assign VPN bandwidth to Vendors on an individual basis;
- b. limit the number of concurrent connections that may be made by any Vendor at any one time.
- c. Disconnect any Vendor responsible for the origination of network traffic that the City deems to be unnecessary, harmful, or disruptive; and
- d. Enforce security policy that requires unique logon credentials be supplied for each VPN connection with the understanding that these logon credentials are subject to change every 45 days; and
- e. Immediately de-activate VPN accounts upon notification by Vendor of a change in employment status of any employee granted access to the City's network.

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CITY OF PLANO
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Liability. Vendor expressly agrees that it shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct to the City's network, 911 system, or other network services resulting from or related to Vendor's connection to the City's networks. Vendor also expressly agrees to notify the City of staffing changes involving employees with access to the City's network within 24 hours.

Signature Franklin Ybarbo

Name (printed) Franklin Ybarbo

Title Purchasing Agent

Company Collin County

Date: July 18, 2005

2005-473-06-28

7/18/05
MC