

INTERLOCAL COOPERATION CONTRACT VIDEO TELECONFERENCING PROJECT

The State of Texas

County of Collin

THIS INTERLOCAL CONTRACT ("CONTRACT"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "ACT"), by and between the North Central Texas Trauma Regional Advisory Council (hereafter NCTTRAC) having its principal place of business at 600 Six Flags Drive, Suite 160, Arlington, Texas 76011, and **Collin County**, a local government, created and operated to provide one or more governmental functions and services, having its principal place of business at **4300 Community Avenue, McKinney, Texas 75071**.

I. CONTRACTING PARTIES

The Receiving Agency:	Collin County
Complete Address:	4300 Community Avenue, McKinney, Texas 75071
The Performing Agency:	NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL

II. LEGAL AUTHORITY

The Receiving Agency represents and warrants to NCTTRAC that:

1. It recognizes NCTTRAC to be a non-profit corporation created under Texas Administrative Code Title 25, Part 1, Chapter 157 and operated to provide one or more governmental functions and services, and as defined as a "Political Subdivision" per §791.003 (3d) and §791.003 (5), and
2. The Receiving Agency is eligible to contract with NCTTRAC under the ACT because it is one of the following: a local government, as defined in the ACT (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in §771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and
3. The Receiving Agency possesses adequate legal authority to enter into this CONTRACT.

Interlocal Cooperation Contract – Video Teleconferencing Project, continued

III. STATEMENT OF SERVICE TO BE PERFORMED:

The Receiving Agency and the NCTTRAC agree to provide services as set forth in the statement of work attached as Exhibit A, Video Teleconferencing Project.

IV. BASIS FOR CALCULATING COSTS:

The basis for calculating reimbursable costs is outlined in the statement of work attached as Exhibit A, Video Teleconferencing Project.

V. CONTRACT AMOUNT:

Equipment and services provided by NCTTRAC under this CONTRACT are provided to the Receiving Agency at no cost.

VI. PAYMENT FOR SERVICES:

The basis for calculating payment for services is outlined in the statement of work attached as Exhibit A, Video Teleconferencing Project.

VII. TERM OF CONTRACT:

This CONTRACT is effective as of the date of the last signature. The CONTRACT will remain in effect until canceled by the parties in accordance with the terms set forth in paragraph VIII below.

VIII. TERMINATION:

This CONTRACT may be terminated by either the Receiving Agency or NCTTRAC upon thirty (30) days written notice or immediately if the prime award is terminated by the Texas Department of State Health Services (DSHS).

IX. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.
2. To the extent authorized by the laws and constitution of the State of Texas, NCTTRAC shall not be liable to the Receiving Agency for any lost profits, special, incidental, consequential or punitive damages, whether for breach of any express or implied warranties or otherwise. NCTTRAC does not warrant that services shall be without defect, interruption, or suited for particular purposes. Receiving Agency agrees to work cooperatively with NCTTRAC to maintain services to the best of both parties' abilities.

Interlocal Cooperation Contract – Video Teleconferencing Project, continued

3. During the term of this CONTRACT and any extensions thereto, the Receiving Agency assumes all liability arising from the use of the video teleconferencing network and associated equipment.
4. In case any other provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this CONTRACT, and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been included in this CONTRACT.
5. It is understood by both parties that each will fulfill its responsibilities under this CONTRACT in accordance with the provisions of law and regulations that govern their activities. Nothing in this CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this CONTRACT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict up to, and including, forfeiture of the use and return to NCTTRAC those assets described in the statement of work attached as Exhibit A.
6. This CONTRACT constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this CONTRACT. No amendment, modification or alteration of the terms of the CONTRACT shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.
7. Each person signing this CONTRACT on behalf of a party hereby confirms for the benefit of the other party to this CONTRACT that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.
8. Force Majeure - Either party may be excused from performance under this CONTRACT for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.
9. Neither party has authority for and on behalf of the other except as provided in this CONTRACT. No other authority, power, partnership, use or rights are granted or implied except as provided by Texas and or Federal laws and regulations, and as defined in Exhibit A to this CONTRACT.
10. Neither party may incur any debt, obligation, expense or liability of any kind on behalf of the other party without the other party's express written approval.

Interlocal Cooperation Contract – Video Teleconferencing Project, continued

X. CONTRACT SIGNATURES:

The UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performance of this CONTRACT. It is mutually understood that this CONTRACT shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the governing body of a party is required to approve this CONTRACT, it shall not become effective until approved by the governing body of that party. In that event, this CONTRACT shall be executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of said party, a copy of which shall be attached to this CONTRACT.

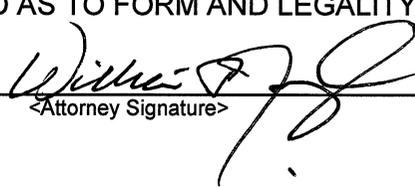
RECEIVING AGENCY Collin County _____ <Insert County Name Above>	
APPROVED AS TO FORM AND LEGALITY: ATTEST:	APPROVED:
<Date> <Attorney Signature>	12/6/10  <Date> <Signed>
_____ <Insert Printed Attorney Name Above>	Judge Keith Self _____ <Insert Printed Authorized Signatory Name Above>
_____ <Insert Printed Attorney Agency if Applicable Above>	Collin County Judge _____ < Insert Printed Signatory Title Above>
PERFORMING AGENCY NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL	
APPROVED AS TO FORM AND LEGALITY: ATTEST:	APPROVED:
12-16-10  <Date> <Attorney Signature>	15 DEC 10  <Date> <Signed>
William P. Remington _____ <Insert Printed Attorney Name Above>	Hendrik J. Antonisse _____ <Insert Printed Authorized Signatory Name Above>
General Counsel _____ <Insert Printed Attorney Agency if Applicable Above>	Executive Director _____ < Insert Printed Signatory Title Above>

EXHIBIT A
VIDEO TELECONFERENCING PROJECT

I. Purpose of Agreement

It is the purpose of this CONTRACT to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the utilization of video teleconferencing equipment purchased with Hospital Preparedness Program (HPP) funds by the North Central Texas Trauma Regional Advisory Council (NCTTRAC).

II. Program Description

The Video Teleconferencing (VTC) Project improves regional health and medical response capacity by providing video teleconferencing equipment for communications between regional and local emergency operations centers, and selected acute care facilities, and provides a redundant communications medium for response officials during emergencies. Additionally, the VTC provides a communications system for remote attendance at those training events and meetings that may be broadcast over the VTC system. NCTTRAC owns and maintains the video bridge that acts at the “hub” of the system. Receiving Agencies holding the VTC unit must connect to the NCTTRAC server via the internet, and may also connect with other compatible systems. The NCTTRAC bridge is capable of supporting up to 80 simultaneous connections under the current configuration.

VTC units are comprised of a Tandberg Edge 95 videoconference CODEC, a Tandberg 720P high definition PTZ camera, a 50” plasma monitor, a firewall traversal system, and a cart mounting system. Total acquisition value of this equipment package is \$13,600.

Minimum system standards that must be met by the Receiving Agency include:

- Provision of at least one internal IP address. Two IP addresses are preferred.
- IP network connection of 100 Mbps, full duplex LAN connection.
- Network latency of 50ms or lower.
- Minimum of 1 Mbps synchronous bandwidth from an internet service provider.
- Access to an internet service provider that is free of internet proxy server.
- Port 443 must be open on firewall.
- Network saturation of 70% or lower.

NCTTRAC has provided, and will coordinate VTC system maintenance through June 2011. Certain warranty provisions may apply. Maintenance contracts may be extended as permitted under Hospital Preparedness Program guidelines and as funding permits. Receiving Agency may be asked to support or share maintenance costs after this date if program guidelines or funding constraints preclude NCTTRAC provision of maintenance contract.

VTC systems and units are regional assets. The Receiving Agency is considered the “Owner” of the VTC unit and holds title to the VTC unit during the term of this

Interlocal Cooperation Contract – Video Teleconferencing Project Exhibit A

CONTRACT and subject to applicable state and federal laws regarding its return upon termination of this CONTRACT.

Jurisdictions, hospitals, and other health and medical partners may request access to the VTC unit for the purpose of attending training or regional meetings that are broadcast over the system, or to participate in disaster communications.

The Receiving Agency will provide technical support for the daily operation of the VTC unit.

Determination and resolution of configuration and installation issues must be completed prior to shipment of the equipment and installation by NCTTRAC's vendor. Conduct of this configuration analysis may be via meeting or conference call, as mutually agreed by both parties.

NCTTRAC must approve all VTC system and unit configuration changes.

III. Purpose

The VTC supports regional preparedness, meetings, training, response, and recovery operations. The system may be used to connect Emergency Operation Centers (EOC's), Hospitals and Public Health Agencies to one another during an emergency or may be used to connect to the NCTTRAC for training events and meetings

IV. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims, desires and promises of the parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this CONTRACT shall be as follows:

1. The Receiving Agency shall:

- a) Sign the Texas Department of State Health Services Non-Expendable Personal Property Report Form (Form GC-11) and Property Transfer Record when the VTC unit is acquired from NCTTRAC.
- b) Provide appropriate secure location for the VTC unit.
- c) Make the VTC unit available for use during exercises and emergencies.
- d) Designate personnel that will provide technical support for the operation and repair of the VTC unit. Make such personnel available for system training as coordinated with NCTTRAC.
- e) Provide access to the VTC unit to NCTTRAC and designated agents for the purpose of life-cycle maintenance / replacement of VTC components, and provide staff support during such periods.
- f) Conduct an annual or special inventory of all VTC assets and provide results upon request to NCTTRAC. Regular inventories will be conducted by August 31st annually.
- g) Notify NCTTRAC if replacement or repair of damaged or non-functional equipment is required.

Interlocal Cooperation Contract – Video Teleconferencing Project Exhibit A

- h) Implement a control system to ensure adequate safeguards against loss, damage or theft. Any loss, damage, or theft of property must be investigated, fully documented, and promptly reported to NCTTRAC.
- i) Maintain insurance or other means of replacing the VTC unit. The Receiving Agency will provide NCTTRAC a document reflecting that it holds such insurance or other means of replacing the VTC unit. Indicate that such insurance or other means of replacing the VTC unit is evident by completion and return to NCTTRAC of Attachment (1) to this Exhibit, Affidavit of Insurance or Other Means of Replacement. If insurance is provided by a third party policy, Receiving Agency will provide to NCTTRAC a copy of the Certificate of Insurance.
- j) Be responsible for repair / replacement of VTC equipment items that are broken, damaged, or missing due to misuse, negligence, theft or become unusable outside of normal lifespan expectations.
- k) Maintain transfer of custody documents and equipment inventories, and ensure that all assets are appropriately accounted for such transfer occurs.
- l) Maintain VTC equipment in original configuration as installed. Request pre-approval for desired configuration changes from NCTTRAC.
- m) The Receiving Agency will provide NCTTRAC a document reflecting agency points of contact for this project. Information will be returned to NCTTRAC using Attachment (2) to this Exhibit, Video Teleconference Equipment Support Assignments.

2. NCTTRAC shall:

- a) Allow the VTC unit to remain in the possession of the Receiving Agency with the understanding that the Receiving Agency will commit to its responsibilities as outlined in this CONTRACT.
- b) Monitor the performance of the Receiving Agency in regards to performance under this CONTRACT and advise the Receiving Agency of any and all concerns regarding performance.
- c) Conduct an annual or special inventory of all equipment and provide results to the Texas Department of State Health Services (DSHS) or as required by special audit. NCTTRAC will provide to the Receiving Agency electronic and hard copies of inventory and inventory reporting documents to support the conduct of inventories and audits.
- d) Provide assistance in securing and arranging for technical support for VTC operations and repair, and for support of use during disasters.
- e) Facilitate vendor installation of equipment at site designated by Receiving Agency, and facilitate training to the Receiving Agency and its key personnel. NCTTRAC will host training events to familiarize key personnel within the Agency. NCTTRAC will coordinate training via equipment or desktop sharing with the VTC vendor upon request by the Agency.
- f) Control all VTC system and unit configuration changes to ensure system interoperability and functionality.

----- End of Exhibit A -----

**AFFIDAVIT OF INSURANCE
OR OTHER MEANS OF REPLACEMENT
VIDEO TELECONFERENCING PROJECT**

Receiving Agency: Collin County
Address: 4300 Community Avenue
City, State, Zip code McKinney, Texas 75407

In accordance with Section IV, paragraph 1(i), of Exhibit (A) to the Video Teleconferencing Project Interlocal Cooperation Contract,

I, Judge Keith Self, hereby swear or affirm that

(Insert Signatory Name Above)

Collin County holds the required amount of

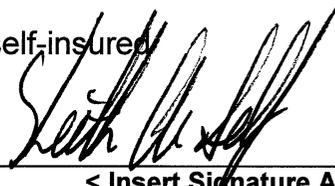
(Insert Receiving Agency Name Above)

insurance, or other means of replacement, for the total value of the Video Teleconferencing Unit.

Check box if insurance is provided by a third party

Check box if Receiving Agency is self-insured

ATTEST:



<Insert Signature Above>

Judge Keith Self

<Insert Printed Signatory Name Above>

Collin County Judge

<Insert Printed Signatory Title Above>

12/6/10

<Insert Date of Signature Above>

Third Party insurance certificate is attached

Return form(s) to: NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, TX 76011

VIDEO TELECONFERENCE EQUIPMENT SUPPORT ASSIGNMENTS

Receiving Agency: _____ Collin County
 Address: _____ 4300 Community Avenue
 City, State, Zip code: _____ McKinney, Texas 75071

In accordance with Section IV, paragraph 1(m), of Exhibit (A) to the Video Teleconferencing Project, support staff is assigned as follows:

PRIMARY POINT OF CONTACT	
Name:	Stephen Wasserman
Organization Name:	Collin County
Work Phone Number:	972-548-4394
Cell Phone Number:	214-686-1597
Email address:	swasserman@co.collin.tx.us
SECONDARY POINT OF CONTACT	
Name:	Jason Lane
Organization Name:	Collin County
Work Phone Number:	972-548-4708
Cell Phone Number:	214-801-9349
Email address:	jlane@co.collin.tx.us

 < Insert Signature Above >
 Stephen Wasserman

 <Insert Printed Signatory Name Above >
 IT Specialist

 <Insert Printed Signatory Title Above >

 <Insert Date of Signature Above >

Return form(s) to: NCTTRAC
 600 Six Flags Drive, Suite 160
 Arlington, TX 76011