

MEMORANDUM OF UNDERSTANDING

**North Central Texas Council of Governments Emergency Preparedness
Department**

And

County of Wise

This Memorandum of Understanding (non-financial Agreement) sets forth the terms of the agreement between the North Central Texas Council of Governments Emergency Preparedness Department (NCTCOG), and County of Wise (Agency), with regard to implementation of the Video Tele-Conferencing project.

I. Purpose of Agreement

It is the purpose of this Agreement 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 equipment purchased under Fiscal Year 2005 State Homeland Security Grant Program (SHSGP) Program funds by North Central Texas Council of Governments (NCTCOG).

II. Duration of Agreement

The agreement will commence on the 1st day of October, 2006, and shall remain in full force and effect until this Agreement is canceled by the parties in accordance with the terms set forth herein.

III. Program Description

The Video Tele-Conferencing System (VTC) is a regional cooperation project funded by the region through the use of an SHSGP Grant. This project incorporated several phases including assembling a Regional Emergency Manager (REM) Technical Subcommittee to review the needs within the region. Bids were selected from several vendors that outlined the technical requirements and proposed system specifications. A vendor was selected and one system was purchased as an evaluation unit. Changes were made to the system to better meet our regional needs and taken to the REM Technical Subcommittee to review and approve, after approval the NCTCOG Executive Board approved the project and purchase. The NCTCOG Emergency Preparedness Department composed a list along with the approval of the REM Technical Subcommittee that outlined the participants in the project. Approval was granted to move forward with the purchase and implementation within the region. Each agency shall receive the following equipment:

1. Global Media Video Tele-Conferencing System
 - Sony EVI-D70 Camera w/ remote control
 - Global Media Clear Microphone Noise Canceling USB

Global Media USB Live 2.0 Video Capture Dongle
Altec-Lansing Computer Speakers
S-Video Cable
Software CD-Rom

2. APC Uninterruptible Power Supply
3. Video Conference Cart (if agency requested)
4. Assigned Username and Password for access to State of Texas Video Tele-Conferencing Web Server.

IV. Purpose

The primary purpose of the Video Tele-Conferencing System may be used for regional preparedness, training, response, and recovery operations. The system may be used to connect Emergency Operation Centers (EOC's) to one another during an emergency or may be used to connect to the NCTCOG for training events and meetings. This project will allow participants to interact with one another through not only sound but by sight as well via the Internet.

V. General Provisions

It is understood by both parties that each will fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulations which govern their activities. Nothing in this Agreement 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 agreement 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 VTC System and the return of VTC System to NCTCOG.

VI. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement 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 agreement shall be as follows:

A. NCTCOG shall:

- 1) Allow the NCTCOG property to remain the property of the Agency with the understanding that the Agency will commit to their responsibilities as outlined in the MOU.
- 2) Continue to monitor the performance of the Agency in regards to performance under this MOU and advise the Agency of any and all concerns regarding performance.

B. The Agency shall:

- 1) Allow the equipment purchased with SHSGP funds to be available to all authorized clients eligible.

- 2) Coordinate with the local North Central Texas Council of Governments Emergency Preparedness Department to make sure that the educational and/or employability needs of the clients are being met as it relates to the equipment purchased with SHSGP funds.
- 3) Notify the Emergency Preparedness Department, for consideration, of any needed upgrades regarding the equipment purchased with SHSGP funds.
- 4) Maintain the equipment in a ready to use state prior to and during Emergency and Training Events or inspection if required, including replacement of damaged or non-functional components.
- 5) Provide a computer and broadband Internet access that meets at least the minimum requirements for the VTC System.
- 6) Sign the "Permanent Loan Form" when VTC System is acquired from NCTCOG.

VII. VTC System Training

The NCTCOG will be hosting three training events to familiarize key players within each agency. The **County of Wise** will be required to provide a member that may attend the training event scheduled and return to the agency to train additional users.

VIII. Agencies Involved

Agencies involved with this regional project include each of the 16 Counties within the North Central Texas Council of Government's Region. The agencies are outlined in Appendix A.

APPROVED:

The undersigned parties bind themselves to the faithful performance of this Agreement.

**The North Central Texas
Council of Governments
Emergency Preparedness Department**

County of Wise

Molly McFadden

Printed Name:

Molly McFadden

Signature:

Emergency Preparedness Manager

Title:

October 23, 2006

Date:

BILL McELHANEY

Printed Name:

Bill McElhaney

Signature:

County Judge, Wise County, TX

Title:

02/12/2007

Date:

APPENDIX "A"

NCTCOG	City of Lewisville
DDC	City of Mansfield
RUC - DPS	City of McKinney
Dallas Fort Worth International Airport	City of Mesquite
City of Allen	City of North Richland Hills
City of Arlington	City of Plano
City of Bedford	City of Richardson
City of Burleson	City of Rockwall
City of Carrollton	City of Rowlett
City of Cedar Hill	City of The Colony
City of Cleburne	City of Waxahacie
City of Coppell	City of Weatherford
City of Dallas	County of Collin
City of Denton	County of Dallas
City of DeSoto	County of Denton
City of Duncanville	County of Ellis
City of Euless	County of Erath
City of Flower Mound	County of Hood
City of Frisco	County of Hunt
City of Ft. Worth / County of Tarrant	County of Johnson
City of Garland	County of Kaufman
City of Grand Prairie	County of Navarro
City of Grapevine	County of Palo Pinto
City of Haltom	County of Parker
City of Hurst	County of Rockwall
City of Irving	County of Somervell
City of Keller	County of Wise
City of Lancaster	