

**Memorandum of Understanding between
Comal County Law Library and Comal County
Pertaining to Information Technology Services**

This MOU is between Comal County Law Library (“Library”) and Comal County Information Technology Department (“I.T.”) and is intended to clarify the parties’ responsibilities for information technology services and support (collectively “IT Services”) at the Comal County Law Library.

Established in January, 1965, the Comal County Law Library is a reference only, legal research facility. Pursuant to Texas Local Government Code §§323.021-024, the Comal County Law Library is funded through a portion of civil court filing fees dedicated to its operation and fulfills the statutory mandate of convenient availability in the Comal County Court Complex for use by the bar, bench, and public. The Comal County Law Library provides free public access to legal print and on-line resource information as a critical component of an open and equal justice system. The Comal County Law Library is specifically maintained to provide patrons non-discriminatory support and access to relevant, current, accurate, and practical legal resources in the most appropriate and cost-effective formats.

Per American Library Association Codes of Ethics and the American Association of Law Libraries’ Ethical Principles, Comal County Law Library personnel have a duty to offer the highest level of service and protect the essential confidential relationship that exists between a user and the library, yet are not attorneys and may not reference materials, give legal advice, draft information, translate, define, or assist in filling out forms.

Comal County desires that the Comal County Law Library be maintained in accordance with Texas Local Government Code Title 10, Subtitle B, Chapter 323 Subchapter B “County Law Library”

The parties agree as set forth below with regard to IT Services at the Comal County Law Library:

I. TERM

The term of this MOU is two years beginning on October 1, 2016 and ending on September 30, 2018. The term of this MOU may be extended by written agreement of the parties.

II. OBJECTIVE

The purpose of this MOU is to document the parties’ understanding and responsibilities with regard to IT Services at the Comal County Law Library.

III. PARTIES’ AGREEMENTS

A. FACILITY

The County will ensure facilities provided to and occupied by the County Law Library are equipped with data communications wiring that adhere to County’s information technology standards.

B. ACCESS

1. Logical – Network and Internet Access

County provides the Comal County Law Librarian with full network and Internet access including County provided email and the currently licensed version of Microsoft Office.

Law Librarian understands that all network and internet access as well as I.T. services and technical assistance provided to the Law Library will be done so in accordance with County I.T. operations standards. This includes the Comal Acceptable Use Policy, Comal Security Policies and Standards, Comal Password Policy and Comal Internet Use Policy. (Available electronically on Comal County Intranet).

It is further understood that Comal County I.T. does not grant any user access rights or privileges nor does it offer technical training or assistance to non-county personnel with the exception of certain contractors or vendors upon execution of the Vendor Access Policy.

C. COMPUTER HARDWARE (includes printers, scanners, projectors)

1. Purchase and Configuration

All purchase requests for computer hardware must be done in accordance with the Comal County Purchasing Policy. When Purchasing receives requests for computer hardware or software which is not on the authorized hardware or software list, Purchasing will forward the request to I.T. for approval or modification. No personally owned computer equipment may be used with or attached to the Comal County Network.

2. General Hardware Support:

County will facilitate trouble-shooting computer hardware and peripheral devices and take corrective actions in accordance with County operation standards.

County Law Library staff will contact County I.T. with service requests only via the SysAid trouble Ticket Management System (Press F11) in accordance with county operation standards. Telephone requests are only accepted in instances that the SysAid system or the users workstation are not functioning. This allows us to create an audit trail of each request, the actions taken, etc.

a. Service Level Agreements and Support Priority

Comal County has established a triage system of prioritization for all county departments.

Priority 1 – First Responders / Law Enforcement

Priority 2 – Courtrooms, District Attorney and all departments who provide face to face service to citizens.

Priority 3 – Administrative, Clerical, All other*

*Priority 3 incidents are escalated in the event that the problem is preventing an employee from performing their normally assigned work duties.

D. COMPUTER SOFTWARE

Comal County IT will facilitate trouble-shooting of authorized computer software which has been properly licensed and obtained in accordance with Purchasing Policies. Issues outside the County scope for software acquired by other means will be referred to Purchasing for vendor

support. Comal County Law Library staff will contact Comal County I.T. for all support by submitting a ticket via the SysAid system.

Standard Software Requirements:

1. Microsoft Windows Professional
2. Microsoft Office Professional
3. Adobe Acrobat Professional

E. ANTI-VIRUS AND SECURITY INCIDENT REPORTING

Texas Administrative Code (Chapter 202 B 202.26) requires agencies to report significant security incidences through the State Department of Information Resources (DIR).

Comal County supplies and maintains Anti-Virus and Anti-Malware Protection and meets state requirements for incidence reporting.

F. Public Use Equipment and Services

1. Comal County I.T. provides no services or support to persons other than County Employees. Employees may not ever allow non employees access to their county provided equipment, network resources or security credentials.
2. The Comal County computing network comprised of all computing hardware, peripherals and storage devices is a secure system of government records. Non-Employee equipment use is provided solely via specially configured and secured Public Access Workstations. These workstations will have disabled USB ports in order to prevent the introduction of malware as well as to prevent data loss.
3. Internet browsers on Public Use systems will be configured to allow access only to internet sites which have been approved by I.T. Security and which are specifically required to accomplish the purpose for which use of the system was provided.

Public use equipment poses unique security challenges and as with all Comal County Computing equipment there shall exist no expectation of privacy and use may be monitored.

IV. AVAILABLE RESOURCES

The parties agree that nothing in this MOU shall compel or be interpreted so as to compel any of the parties to provide more resources than those available, without a written amendment to this MOU.

V. MISCELLANEOUS

This MOU will not be construed to create any partnership, joint venture or other similar

relationship between the parties and is intended to clarify the parties' responsibilities for information technology services and support at the Comal County Law Library.

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas and all relevant Comal County policies as cited herein.

This MOU may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

Comal County Law Library Committee Chairman

Comal County I.T. Director

Signature: Chauk A. Stephens
Printed Name:

Signature: _____
Printed Name:

Date: September 14 2014

Date: _____

**Comal County Judge
Approved by Commissioners Court**

Signature: _____
Printed Name:

Date: _____

