

**Memorandum of Understanding between
Texas A&M AgriLife Extension Service and Hidalgo County
Pertaining to Information Technology Services**

This MOU is between Texas A&M AgriLife Extension Service ("Extension") and Hidalgo County ("County") and is intended to clarify the parties' responsibilities for information technology service and support (collectively "IT Services") at the Hidalgo County AgriLife Extension Office ("County Extension Office").

Extension provides quality, relevant outreach and continuing educational programs and services to the people residing in County and educates County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development.

County desires that Extension maintains a County Extension Office to conduct beneficial outreach and education for its residents; therefore, the County provides space for the County Extension Office within County provided premises.

The parties agree as set forth below with regard to IT Services at the County Extension Office:

I. TERM

The term of this MOU is two years beginning on September 1, 2016 and ending on August 31, 2018. The term of this MOU may be extended by written agreement of the parties. This MOU may be terminated by either party without cause, upon fifteen (15) days' prior written notice to the other party.

II. OBJECTIVE

The purpose of this MOU is to document the parties' understanding and responsibilities with regard to IT Services at the County Extension Office.

III. PARTIES' AGREEMENTS

A. FACILITY

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

B. ACCESS

1. Logical – Network and Internet Access

Extension provides the County Extension Office with full Internet access and email services via Extension provided email service. Extension grants permission for County to provide email service on the County's email system as needed.

2. Cost associated with Internet service

Extension provides Internet service at no additional cost to County.

3. Physical (communications closets or server facility)

Texas Administrative Code (Chapter 202 B 202.26) requires communications closets and equipment be physically secure. In situations where Extension owns or supplies network components, County will ensure Extension has access to allow for trouble shooting and restarting network equipment. County can require an access log be maintained to monitor Extension access.

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

1. Initial Purchase and Configuration:

The County Extension Office can obtain computers through three channels. These include: Extension, County, or third party purchase as clarified below.

Extension can provide computer systems through a standardized "Cost Share" program. This voluntary program includes initial setup and delivery of newly purchased systems. County is granted permission to configure the systems for access to County applications and standards, provided such access does not inhibit productivity.

County can provide computer systems to the County Extension Office including initial setup and delivery. In this instance, computers must include configurations and standard software listed below under "Extension Standard Software Requirements."

If a third party provides a computer, or a personal computer is used on the office network, it is expected these computers will meet both Extension and County security configuration standards.

2. Special Configuration Items

Administrative level accounts will be maintained on all computer systems to allow either County or Extension to troubleshoot problems.

3. General Hardware Support:

Extension will facilitate trouble-shooting computer hardware and peripheral devices and take corrective actions in accordance with operation standards. Extension will contact County IT when needed to ensure IT operation standards are met. Extension will install software applications for remote support. AgriLife County Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

Expected Minimum Workstation management

- i. Microsoft Windows and Office patches maintained as current.
- ii. Adobe Acrobat patches maintained as current.
- iii. Chrome, Firefox, Flash and Java maintained as current when present.

iv. Anti-Virus / Anti-Malware application installed, active and maintained as current.

4. Registration of computer workstations:

Where AgriLife IT is the primary support provider all computer systems in the AgriLife County Office will be registered for support. This registration includes collecting basic inventory information and installing software applications necessary for remote support on all computers in the office.

5. Warranty and Maintenance Costs:

- a. Computer systems provided by Extension are provided with an extended parts and service warranty (normally 3 years) through state vendor purchasing contracts. These computer systems will be maintained by AgriLife IT for warranties, parts, and cost and third-party maintenance if used per normal operation standards.
- b. Computer systems provided by County will be maintained by County for warranties, parts, and cost and third-party maintenance if used per normal County operation standards.
- c. Computers purchased by a third party or personal computers are neither Extension or County responsibility with regard to warranty, parts, costs or maintenance.

6. Ownership:

Computer systems provided by Extension are the property of Extension. These systems will remain in the County Extension Office for its useful life or until determined obsolete. At that time, the County has the following three options:

- i. Return equipment to the property office of Extension for appropriate disposal.
- ii. Arrange with Extension for transfer of equipment to County.
- iii. Equipment may be donated to local charitable organizations in coordination with the Extension property office.

Computers provided by County are property of County and ownership will be maintained according to County operational standards.

Computers provided by a third party or a personal computer, unless formally transferred to Extension or County, will remain with that party's ownership.

D. COMPUTER SOFTWARE

Extension will facilitate trouble-shooting of computer software. Issues outside of Extension scope of expertise will be referred to County IT. County Extension Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

E. ANTI-VIRUS AND SECURITY INCIDENT REPORTING

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

Extension provides centrally managed and monitored Anti-Virus and Anti-Malware protection. All monitoring and incidence logging is centrally managed and state required reporting is maintained by the AgriLife Information Security Officer. County has no responsibility.

IV. FINANCIAL PROVISIONS

There will be no exchange of funds or other resources among the parties that effectively alter the set contribution of each party in the context of this MOU. Specifically, each party will be responsible for its own costs in connection with all matters relating to any work and collaborations performed under this MOU. Except as may be provided for in Section III.B. above, or in a separate written agreement between the parties, or an amendment to this MOU, there will be no exchange of funds or other resources among the parties. 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, nor shall either party enter into obligations or commitments on behalf of the other party.

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas.

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.

Texas A&M AgriLife Extension Service

By: Alan Kurk

Printed Name: Alan Kurk
Title: AgriLife IT Director

Date: SEP 30 2016

COUNTY

By: Ramon Garcia

Printed Name: Ramon Garcia
Title: County Judge

Date: 9/27/16

Approved as to form:
Office of District Attorney

By: Victor M. Garza, Asst. D.A.

APPROVED BY
COMMISSIONERS' COURT
ON: 9/20/16