

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND UPSHUR COUNTY**

Agreement Number 18-C0033

The Memorandum of Understanding (the Agreement) is entered into by and between the Office of the Attorney General of Texas (the OAG) and Upshur County (the County) in compliance with the provisions of Texas Government Code §771 and Texas Family Code §231.002. In this Agreement, the OAG and the County are referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE AND STATEMENT OF SERVICES

In support of the OAG's duties as a Title IV-D agency, the County agrees to provide a physical location within the County Facility, located at 100 West Tyler Street, Gilmer, TX 75644, for the OAG to install equipment necessary to establish a secure wireless internet connection. The County and the OAG will cooperate to identify a secure physical location within the County Facility that will at all times protect the OAG equipment against any unauthorized access. The County agrees to allow the OAG access to the County Facility and the OAG Equipment during the days and times the County Facility is normally open.

The OAG is solely responsible for installation, maintenance, and repair of OAG equipment installed at the County Facility. The OAG agrees to perform all installation, repair, and maintenance to OAG equipment during the days and times the County Facility is normally open.

2. TERM

This Agreement is effective on November 1, 2017 and shall continue until terminated as provided herein.


3. FINANCIAL MATTERS

The Parties are responsible for their respective costs associated with performance under this Agreement.

4. NOTICES

Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be addressed to the receiving Party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified.

OAG AND UPSHUR COUNTY
AGREEMENT NUMBER 18-C0033

FILED
TERRI ROSS
COUNTY CLERK
2017 OCT 31 AM 9:19
UPSHUR COUNTY TX.
BY  DEPUTY

a) The County address for all purposes under this Agreement

The Honorable Dean Fowler (or successor in office)
Upshur County Judge
P.O. Box 730
Gilmer, TX 75644

b) The OAG address for all purposes under this Agreement

Mara Flanagan Friesen (or successor in office)
Deputy Attorney General for Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to

Clayton Richter (or successor in office)
Managing Attorney
Policy, Legal and Program Operations
Transactional Attorneys
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

5. LIAISONS

The Parties each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of this Agreement. The Parties' Liaisons will serve as the initial point of contact for any inquiries made pursuant to this Agreement.

a) The OAG Liaison

Karla McDougal (or successor in office)
Manager, CSD – Government Contracts
Office of the Attorney General
Child Support Division
PO Box 12017
Austin, TX 78711-2017
(512) 460-6167
Karla.mcdougal@oag.texas.gov

b) The County Liaison

The Honorable Karen Bunn (or successor in office)
Upshur County District Clerk
405 N. Titus Street
Gilmer, TX 75644
Email: Karen.bunn@countyofupshur.com

The Parties agree to maintain technical and information technology liaisons.

6. NEWS RELEASES OR PRONOUNCEMENTS

News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this transaction by the County or the OAG, using any means of media, must be mutually approved in writing by both Parties prior to public dissemination.

7. AMENDMENT

The Parties may modify this Agreement only through written agreement executed by duly authorized representatives of both Parties.

8. TERMINATION

Either Party may terminate this Agreement, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the other Party.

If Federal or State laws or regulations or other Federal or State requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Agreement and if the Parties cannot agree to an amendment that would enable substantial continuation of this Agreement, the Parties shall be discharged from any further obligations under this Agreement.

Termination of this Agreement for any reason shall not release either Party from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

THIS AGREEMENT IS HEREBY ACCEPTED.

OFFICE OF THE ATTORNEY GENERAL

UPSHUR COUNTY

Mara Flanagan Friesen
Deputy Attorney General for Child Support
(IV-D Director)

The Honorable Dean Fowler
County Judge, Upshur County

Signature Date

Signature Date

FILED
TERRI ROSS
COUNTY CLERK
2017 OCT 31 AM 9:49
UPSHUR COUNTY, TX.
BY [Signature] DEPUTY