

**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

2017 NOV 30 AM 9:45  
UPSHUR COUNTY  
PAGE 1 OF 1  
BY \_\_\_\_\_  
DEPUTY

FILED  
TERRI ROSS  
COUNTY CLERK

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 S. Friesen*

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

*Dean Fowler*

The Honorable Dean Fowler  
County Judge, Upshur County

*11/3/17*

Signature Date

*October 31, 2017*

Signature Date

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 NOV 30 AM 8:45  
UPSHUR COUNTY  
BY *[Signature]*  
DEPUTY CLERK