



sales@iworq.com
(888) 655-1259

Brooks County	Quote creation: 8/6/2018
100 East Miller St Falfurrias,, TX 78355	Prepared by: Joel Perkins

1. QUOTE

Brooks County - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ" headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: 7,230

Public Works Applications and Services	Package Price	Billing
Fleet Management -Available on any computer, tablet, or mobile device using Chrome browser -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Maintenance schedules -Inventory management -Dashboard	\$1,950.00	Annual
ANNUAL TOTAL	\$3,250.00	

Set up and data conversion	\$1300.00	Once
Grand total due	\$3,250.00	

1.1. Notes

- 1- Invoices for amount due will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 2- Invoices may be prorated upon customer request.
- 3- This quote is provided at the customer's request and is good for 30 days.
- 4- This quote cannot be disclosed or used to compete with other companies.





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2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Public Works solution. These can be added to the customer's annual cost, upon request. The services listed below may already be included in the quote in Section 1.

iWorQ Citizen Engagement - Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a self-service public portal and a mobile application for Android and iOS.	Price based on Population	Annual
iWorQ Facilities Management – Manage facilities and track work orders, employee costs, and maintenance schedules.	Price based on Population	Annual
iWorQ Stormwater Management – Manage a MS4 system with work order tracking, maintenance history, and stormwater asset tracking.	Price based on Population	Annual
Asset Management – price based on assets to be tracked and centerline miles of pavement	Quote required	Annual
Onsite Backup – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Premium Data Package- 25 MB file upload size and 100 GB total storage	\$1000	Annual
Additional letters/forms/permits	\$100 each	Annual

A project quote must be requested for any custom development outside of iWorQ existing features and functions. Project timelines, scope, and cost vary depending upon the request.

3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: sales@iworq.com

Fax: 1 (866) 379-3243

Mailing address:

PO Box 3784

Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102

Logan, UT 84321





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3.2 Billing information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.





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5. SET-UP & BILLING INFORMATION

5.1 Implementation information

Primary Contact(s) David Guerra
(361) Phone 325-4902 Cell 414-0312 Email dguerra@co.brooks.tx.us

5.2 Billing information

Billing Contact August Patroely Phone 325-5670 Cell _____
Email apatroely@co.brooks.tx.us Prefer to receive invoice by email? Yes No
Billing Address P.O. Box 517
City Falfurrias State Texas Zip 78355
PO# _____ (if required) Tax exempt ID# 74-6000836


6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

361-389-1857
(Phone)

(Mobile)

eramos@co.brooks.tx.us
(Email)


(Signature)

Eric Ramos
(Print Name & Title)

8/6/18
(Date)



IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER FOR BROOKS COUNTY

FY 2017-2018

ON THIS 6th DAY OF Aug, 2018, AT A COMMISSIONERS' COURT MEETING THE FOLLOWING MEMBERS BEING PRESENT:

ERIC RAMOS	COUNTY JUDGE
GLORIA GARZA	COMMISSIONER, PCT. #1
VINCE VARGAS	COMMISSIONER, PCT. #2
ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF COMMISSIONER Martinez SECONDED BY COMMISSIONER Olivarez AND DULY CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING Aug. 6, 2018.

GENERAL FUND

(ADJUSTMENT)
LINE ITEM TRANSFER

DEPARTMENT	FROM	TO	INCREASE/ DECREASE
5-012-0497-9010 MEMBERSHIP DUES	\$ 250.00	\$ 150.00	-\$ 100.00
5-012-0497-5550 OUT OF CO TRAVEL	\$ 2,825.00	\$ 2,925.00	+\$ 100.00
NET CHANGE TO BUDGET			.00

[Signature]
ERIC RAMOS, COUNTY JUDGE

[Signature]
ARMANDO OLIVAREZ, COMM. PCT #3

[Signature]
GLORIA GARZA, COMM. PCT #1

[Signature]
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

absent
VINCE VARGAS, COMM. PCT#2

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER
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ARMANDO OLIVAREZ	COMMISSIONER, PCT. #3
JOSE A. "TONY" MARTINEZ	COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF
COMMISSIONER Garza SECONDED BY COMMISSIONER Martinez AND DULY
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING Aug. 6, 2018

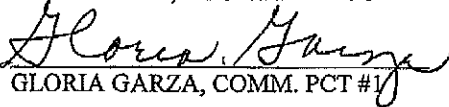
GENERAL FUND

(ADJUSTMENT)
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0562-5136 UNIFORMS	\$ 500.00	\$ 300.00	-\$ 200.00
5-012-0562-5550 OUT OF CO TRAVEL	\$ 2,000.00	\$ 1,500.00	-\$ 500.00
5-012-0562-8129 OVERTIME	\$ 8,400.00	\$ 9,100.00	+\$ 700.00
NET CHANGE TO BUDGET			.00


ERIC RAMOS, COUNTY JUDGE


ARMANDO OLIVAREZ, COMM. PCT #3


GLORIA GARZA, COMM. PCT #1


JOSE A. "TONY" MARTINEZ, COMM. PCT #4

absent
VINCE VARGAS, COMM. PCT#2

22 41

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER
FOR BROOKS COUNTY

FY 2017-2018

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NAYES:

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COMMISSIONERS' COURT MEETING Aug. 6, 2018.

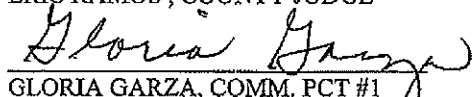
GENERAL FUND

(ADJUSTMENT)
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0554-5550 OUT OF CO TRAVEL	\$ 400.00	\$ 37.50	-\$ 362.50
5-012-0554-9070 MISCELLANEOUS	\$ 150.00	\$.00	-\$ 150.00
5-012-0554-5820 REPAIRS & MAINT VEHICLES	\$ 250.00	\$ 400.00	+\$ 150.00
5-012-0554-5105 GAS & OIL EXP	\$ 3,120.00	\$ 3,482.50	+\$ 362.50
NET CHANGE TO BUDGET			.00


ERIC RAMOS, COUNTY JUDGE


ARMANDO OLIVAREZ, COMM. PCT #3


GLORIA GARZA, COMM. PCT #1


JOSE A. "TONY" MARTINEZ, COMM. PCT #4

absent
VINCE VARGAS, COMM. PCT#2

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER
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NOW THEREFORE, BE IT RESOLVED UPON MOTION OF
COMMISSIONER Garza SECONDED BY COMMISSIONER Olivarez, AND DULY
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING Aug 6, 2018

GENERAL FUND

(ADJUSTMENT)
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0641-5457 COUNTY OUT-PATIENT EXP	\$ 64,000.00	\$ 56,000.00	-\$ 8,000.00
5-012-0641-5456 COUNTY IN-PATIENT EXP	\$ 23,000.00	\$ 31,000.00	+\$ 8,000.00
NET CHANGE TO BUDGET			.00


ERIC RAMOS, COUNTY JUDGE


ARMANDO OLIVAREZ, COMM. PCT #3


GLORIA GARZA, COMM. PCT #1


JOSE A. "TONY" MARTINEZ, COMM. PCT #4

absent
VINCE VARGAS, COMM. PCT#2

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER
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CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING Aug. 6, 2018.

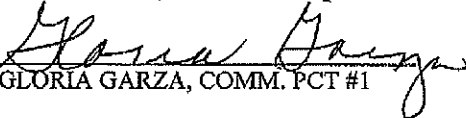
GENERAL FUND


(ADJUSTMENT)
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0560-5515 RADIO MAINTENANCE & REPAIRS	\$ 15,000.00	\$ 14,000.00	-\$ 1,000.00
5-012-0560-5135 OTHER SUPPLIES	\$ 5,700.00	\$ 6,700.00	+\$ 1,000.00
NET CHANGE TO BUDGET			.00


ERIC RAMOS, COUNTY JUDGE


ARMANDO OLIVAREZ, COMM. PCT #3


GLORIA GARZA, COMM. PCT #1


JOSE A. "TONY" MARTINEZ, COMM. PCT #4

absent
VINCE VARGAS, COMM. PCT#2

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER
FOR BROOKS COUNTY

FY 2017-2018

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FOLLOWING MEMBERS BEING PRESENT:

COUNTY JUDGE
GLORIA GARZA
VINCE VARGAS
ARMANDO OLIVAREZ
JOSE A. "TONY" MARTINEZ

COUNTY JUDGE
COMMISSIONER, PCT. #1
COMMISSIONER, PCT. #2
COMMISSIONER, PCT. #3
COMMISSIONER, PCT. #4

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AYES:

NAYES:

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COMMISSIONERS' COURT MEETING Aug. 6, 2018.

GENERAL FUND

(ADJUSTMENT)
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0510-8115 MAINT SUPERVISOR	\$ 27,080.82	\$ 23,880.82	-\$ 3,200.00
5-012-0510-9068 CONTRACT LABOR	\$ 1,376.50	\$ 4,576.50	+\$ 3,200.00
NET CHANGE TO BUDGET			.00

[Signature]
COUNTY JUDGE

[Signature]
GLORIA GARZA, COMM. PCT #1

absent
VINCE VARGAS, COMM. PCT#2

[Signature]
ARMANDO OLIVAREZ, COMM. PCT #3

[Signature]
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

#2245

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER
FOR BROOKS COUNTY

FY 2017-2018

ON THIS 6th DAY OF Aug, 2018, AT A COMMISSIONERS' COURT MEETING THE
FOLLOWING MEMBERS BEING PRESENT:

COUNTY JUDGE
GLORIA GARZA
VINCE VARGAS
ARMANDO OLIVAREZ
JOSE A. "TONY" MARTINEZ

COUNTY JUDGE
COMMISSIONER, PCT. #1
COMMISSIONER, PCT. #2
COMMISSIONER, PCT. #3
COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF
COMMISSIONER Martinez SECONDED BY COMMISSIONER Garza AND DULY
CARRIED BY THE FOLLOWING VOTES:

AYES:

NAYES:

THE FOLLOWING ADJUSTMENTS(S) TO SAID BUDGET ARE HEREBY AUTHORIZED:

COMMISSIONERS' COURT MEETING Aug. 6, 2018.

GENERAL FUND

(ADJUSTMENT)
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0512-8202 COUNTY MEDICAL INSURANCE	\$ 95,358.72	\$ 94,358.72	-\$ 1,000.00
5-012-0512-5135 SUPPLIES-OTHER	\$ 3,000.00	\$ 3,400.00	+\$ 400.00
5-012-0512-5000 OFFICE SUPPLIES	\$ 3,500.00	\$ 4,100.00	+\$ 600.00
NET CHANGE TO BUDGET			.00

[Signature]
COUNTY JUDGE

[Signature]
GLORIA GARZA, COMM. PCT #1

absent
VINCE VARGAS, COMM. PCT#2

[Signature]
ARMANDO OLIVAREZ, COMM. PCT #3

[Signature]
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

2242

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER
FOR BROOKS COUNTY

FY 2017-2018

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GLORIA GARZA
VINCE VARGAS
ARMANDO OLIVAREZ
JOSE A. "TONY" MARTINEZ

COUNTY JUDGE
COMMISSIONER, PCT. #1
COMMISSIONER, PCT. #2
COMMISSIONER, PCT. #3
COMMISSIONER, PCT. #4

NOW THEREFORE, BE IT RESOLVED UPON MOTION OF
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AYES:

NAYES:

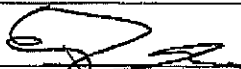
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COMMISSIONERS' COURT MEETING Aug. 6 2018

GENERAL FUND

(ADJUSTMENT)
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0640-5451 AUTOPSY	\$ 14,000.00	\$ 13,100.00	-\$ 900.00
5-012-0640-5452 BURIAL EXP	\$ 4,500.00	\$ 5,400.00	+\$ 900.00
NET CHANGE TO BUDGET			.00



COUNTY JUDGE
Gloria Garza
GLORIA GARZA, COMM. PCT #1



ARMANDO OLIVAREZ, COMM. PCT #3



JOSE A. "TONY" MARTINEZ, COMM. PCT #4

absent

VINCE VARGAS, COMM. PCT#2

2243

IN THE MATTER OF AMENDING THE BUDGET THROUGH A LINE ITEM TRANSFER
FOR BROOKS COUNTY

FY 2017-2018

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COUNTY JUDGE
GLORIA GARZA
VINCE VARGAS
ARMANDO OLIVAREZ
JOSE A. "TONY" MARTINEZ

COUNTY JUDGE
COMMISSIONER, PCT. #1
COMMISSIONER, PCT. #2
COMMISSIONER, PCT. #3
COMMISSIONER, PCT. #4

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NAYES:


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COMMISSIONERS' COURT MEETING Aug. 6, 2018


GENERAL FUND

(ADJUSTMENT)
LINE ITEM TRANSFER


<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-012-0560-5515 RADIO MAINTENANCE & REPAIRS	\$ 14,000.00	\$ 13,400.00	-\$ 600.00
5-012-0560-5136 UNIFORMS	\$ 3,000.00	\$ 3,600.00	+\$ 600.00
NET CHANGE TO BUDGET			.00



COUNTY JUDGE
Gloria Garza
GLORIA GARZA, COMM. PCT #1



ARMANDO OLIVAREZ, COMM. PCT #3



JOSE A. "TONY" MARTINEZ, COMM. PCT #4

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VINCE VARGAS, COMM. PCT#2

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AYES:

NAYES:

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ROAD AND BRIDGE DEPT

(ADJUSTMENT)
LINE ITEM TRANSFER

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE/ DECREASE</u>
5-013-0000-9097 CDL INCENTIVE	\$ 10,000.00	\$ 4,000.00	-\$ 6,000.00
5-013-0000-5826 ROAD REPAIRS MAINT & SUPPLIES	\$ 98,500.00	\$ 94,500.00	-\$ 4,000.00
5-013-0000-5820 EQUIP & VEHICLE REPAIRS	\$ 50,000.00	\$ 60,000.00	+\$ 10,000.00
NET CHANGE TO BUDGET			.00

[Signature]
COUNTY JUDGE

[Signature]
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[Signature]
JOSE A. "TONY" MARTINEZ, COMM. PCT #4

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

This MOU is between Texas A&M AgriLife Extension Service ("Extension") and Brooks County ("County") and is intended to clarify the parties' responsibilities for information technology service and support (collectively "IT Services") at the Brooks 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 owned 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, 2018 and ending on August 31, 2020. 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

County provides the County Extension Office with full Internet access. This access includes electronic mail service ("email") to the Extension provided email. In addition, agents and staff in the County Extension Office may also have County email service if needed. Extension understands that Internet access is in accordance with County operations standards.

2. Cost associated with Internet service

County provides Internet service at no additional cost to Extension.

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/mailed PDF documents. Each such counterpart, facsimile, or scanned/mailed 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

COUNTY

By: _____

Printed Name: Alan Kurk

Title: AgriLife IT Director

Date: _____

By:  _____

Printed Name:

Title: Eric Ramos
Brooks County Judge

Date: 8-13-18