



El Paso County
500 E. San Antonio, Room 303
El Paso, Texas 79901
Attn: Ricardo Samaniego, County Judge

Re: Veteran Service Organization Letter of Interest and Participation Agreement

Dear Judge Samaniego,

This letter of interest is intended to gauge the interest of your organization in participating with Combined Arms in its efforts to improve the quality of veteran services. Combined Arms' mission is to foster and perpetuate a long-standing culture of collaboration among service organizations providing resources to veterans, their families, and our allies across the Great State of Texas. The strategic objectives of Combined Arms are the following: establish and nurture a system of organizations focused on supporting organizations that provide military transition and community reintegration services; reduce program redundancies and costs; and increase collaboration among programs within the system. We plan to build a community of support around key non-profit organizations by connecting organizations like your own with the businesses, agencies, and information needed to efficiently execute your organization's objectives. Below is a short form asking for information that will communicate services available in your organization to veterans and to other veteran services organizations in Texas. The attached memorandum of understanding formalizes your organization's relationship with Combined Arms and gives Combined Arms the opportunity to better serve the needs of Greater Texas veterans by allowing us to include your organization's logo and mission on our website and marketing materials. **Please complete this survey and sign the attached memorandum of understanding and return the completed below forms to 2929 McKinney St., Houston, Texas 77003, or return a .pdf copy to members@combinedarms.us.**



Memorandum of Understanding

This Memorandum of Understanding (this “MOU”) is made and entered into on this 8th day of March, 2020 (the “Effective Date”) by and between Combined Arms, Inc., a Texas non-profit corporation (“CAX”), and El Paso County Veterans Assistance Office, a County Government Sub-entity (“Participating Organization”). In this MOU, CAX and Participating Organization are each referred to individually as a “Party” and collectively as the “Parties.”

1. Participating Organization.

- (a) Participating Organization hereby grants to CAX a non-exclusive and assignable license to display Participating Organization’s logo, name, publicly-available contact information, promotional materials, advertisements, social media platforms, media spots, and organizational description on CAX’s websites (including www.combinedarms.us and any successor or additional web domains established by CAX) as well as on CAX marketing materials.
- (b) Participating Organization shall provide CAX with Participating Organization’s preferred logo in a 1:1 square ratio on a white background for display on the CAX website. At the sole discretion of Participating Organization, Participating Organization may provide photos or other marketing materials to CAX that shall be available for display on CAX’s website with Participating Organization’s permission; *provided, however*, that CAX shall not be required to display any specific marketing materials and shall have the ultimate authority as to which of Participating Organization’s authorized materials are displayed on its website.
- (c) Upon the execution of this MOU, Participating Organization shall provide CAX with all of the requested information in the letter of interest to which this MOU is attached.
- (d) Participating Organization shall, from time to time, designate one individual officer, director, employee, or volunteer of Participating Organization to serve as Participating Organization’s point of contact for CAX communications for each Tier selected in Section 1(e) below. For the avoidance of doubt, Participating Organization may designate a different individual for each selected Tier, but shall at all times designate at least one individual for each such Tier to serve as its point of contact with respect thereto. Each such point of contact shall, with respect to the applicable Tier, be responsible for:
 - (i) providing CAX with an updated Participating Organization description, mission statement, logo, staff point of contact, and other information that CAX shall place on their website; and
 - (ii) working with CAX staff members on various cross-projects, resource referrals, shared events, and other programs.
 - (iii) Using “Echolink” to refer a client to another member organization of Combined Arms, in compliance with the “No Wrong Door Policy” stated in Section 1.f(ii). Echolink is the interagency referral feature in the Combined Arms technology platform by which one agency sends a client to another agency for services.

LEVELS OF ACCESS									
	Forums/ Dashboards	Echolink	Space Reservation Privilege	Event System	Collaboration Committee Delegate	96-Hour Standard	Transition Center Tenant	2-Way Referrals	Resources in Referral Technology Platform
Tier 1	X	X	X	X	X	X	X	X	X
Tier 2	X	X	X	X	X	X	X	X	X
Tier 3	X	X	X	X					
Tier 4	X	X	X						
Tier 5	X								

- (e) Participating Organization is (select all that apply):
 - National Organization** (“TIER 1”)

An institution or nonprofit organization with a national presence capable of managing high volume client referrals, and send high volume client referrals back to the Combined Arms system for additional needs of clients. They meet a 96-hour response standard, have a delegate in collaboration committees, and provide high bandwidth of resources for the collaborative system. Programming is based on well-established best practices.

Referrals: This is a two-way referral pipeline between Combined Arms.
 - State, Regional or Local Organization** (“TIER 2”)



A State, regional or local institution or nonprofit organization capable of easily responding to the client demand of a metropolitan area. They do not have national chapters. Their focus is on the metropolitan area through a local chapter, regional district or local area of operation. They meet a 96-hour response standard, have a delegate in collaboration committees, and provide significant bandwidth of resources to the collaborative.

Referrals: This is a two-way referral pipeline between Combined Arms.

- (f) The following responsibilities will apply to the respective Tiers of CAX involvement outlined above. Participating Organization understands that Participating Organization can request to move Tiers to better suit Participating Organization’s mission. Participating Organization will have the following responsibilities with respect to each Tier selected in Section 1(e):

(i) Access Levels 1 and 2:

- Participating Organization shall accept referrals from CAX.
- Participating Organization commits to utilizing the Echolink Application to refer veterans within the CAX collaborative when Participating Organization cannot deliver a service. Without limiting the generality of the foregoing, Participating Organization’s use of Echolink is subject to the following terms and conditions:
 - Participating Organization will use Check- In to fulfill the “No Wrong Door Policy” obligation of collaboration.
 - The “No Wrong Door Policy” is the practice of Participating Organizations referring clients to other Participating Organizations upon learning that the client has a need outside of the scope of the Participating Organization’s services. This policy is directly proportional to the effectiveness of collaboration and depends on all CAX members to ensure that no client goes unserved.
- Participating Organization shall have the option to become a tenant at the CAX Center (as defined below) and shall conduct itself in good faith as a tenant (if applicable).
- Participating Organization shall cause each of its directors, officers, employees, volunteers, and other agent and representatives to comply, in all respects with the terms and conditions set forth in any Sublease Agreement or similar contract entered into from time to time by Participating Organization in connection with its tenancy at or access to the CAX Center (if applicable).
- Participating Organization shall abide by the accountability procedures for connecting clients to resources, including responding to requests within 96 hours.
- Participating Organization shall have access to the CAX forums and dashboards and will use them in good faith.
- Participating Organization shall participate in Collaboration Committees appropriate for their resources and mission, if applicable.
- Participating Organization shall inform CAX of significant changes to resources included in the technology platform, programs, client service qualification, leadership changes, and other significant changes as to keep resources up to date.
- Participating Organization commits to providing timely inputs and outcomes to the Combined Arms technology.

2. CAX.

- (a) CAX grants Participating Organization a non-exclusive and non-assignable license to display the CAX logo, name, description, contact information, promotional materials, advertisements, and media spots.
- (b) CAX shall provide adequate training tools and schedule training dates on a monthly basis with respect to Participating Organization’s access to CAX’s platform.
- (c) CAX shall create and maintain a “ticket” system to respond to technical difficulties related to CAX’s platform.
- (d) CAX shall provide adequate, timely communication regarding the following in connection with the CAX community:
 - (i) new policies;
 - (ii) significant events;
 - (iii) important visitors;
 - (iv) opportunities or needs for inter-organization collaboration, assistance, volunteers, etc.; and

- (v) voting on group decisions.
- (e) Within reason, CAX shall provide marketing assistance to boost member organization program-related events and fundraisers.
- (f) CAX shall keep Check- In up-to-date.
- (g) CAX will maintain relevant dashboards and provide custom dashboards or reports, upon reasonable request.
- (h) To promote collaboration, CAX will maintain an event and reservation systems as well as working collaborative equipment.
- (i) CAX will maintain clean, usable spaces at the CAX Center.
- (j) CAX commits to use its reasonable efforts to achieve the following:
 - (i) ensure an efficient experience for veterans by maintaining a ‘no wrong door’ approach both physically and virtually; and
 - (ii) maintain accountability among member organizations and veterans.
- (k) The following CAX responsibilities shall apply only if (x) the applicable Access Level has been selected by Participating Organization above, and (y) CAX has checked the applicable box in this Section 2(k) below:
 - (i) Access Levels 1 and 2:
 - CAX shall facilitate the connection of clients to resources.
 - CAX shall provide credentials to access the Salesforce technology platform and the app.
 - CAX shall provide Participating Organization with the option to become a tenant at the CAX Center insofar as space is available to meet the request.
 - Upon receiving written permission from CAX, and with the availability of space, Participating Organization shall have the right to: (A) list the CAX building (“CAX Center”) as the organization’s primary business address; (B) use the CAX Center as the primary and dedicated workspace for staff and volunteers; and (C) make use of the CAX Center for temporary workspace, meeting space, and other events.

This MOU is not a lease and does not substitute for or alter in any way the duties and rights of the lease. The terms of Participating Organization’s tenancy (if applicable) shall be set forth in a separate Sublease or similar agreement.

 - CAX shall provide the Participating Organization with referrals from time to time that are relevant to the Participating Organization’s mission.
 - CAX shall appoint Participating Organization to have a spot on a Collaboration Committee
 - CAX shall publish Participating Organization’s events on the shared event calendar on CAX’s website.

3. Termination.

- (a) CAX shall have the right to terminate this MOU if Participating Organization fails to perform any material obligation of Participating Organization under this MOU or otherwise breaches this MOU in any material respect. In addition, and without limiting the foregoing, CAX may terminate this MOU upon the occurrence of any of the following:
 - (i) Failure to improve participation following Participation Review: If CAX has conducted a participation review with respect to Participating Organization and, following 60-days after the commencement thereof, Participating Organization fails to show improvement on referrals, response time, or other CAX standards, CAX may, in its discretion, elect to either (A) suspend (e.g., for 90 days, 6 months, or 1 year) Participating Organization’s rights under this MOU, or (B) terminate this MOU.
 - (ii) Unethical Behavior: If, in the determination of CAX (by its CEO or Board of Directors), Participating Organization (or its directors, officers, employees, volunteers, or other representatives or agents) conducts itself in a manner that is deemed to be unethical or inconsistent with CAX standards, CAX will send an inquiry to Participating Organization to investigate such conduct. If, following such inquiry, CAX (by its CEO or Board of Directors) concludes that such unethical or inconsistent conduct warrants termination, CAX may terminate this MOU and Participating Organization’s rights and access hereunder with immediate effect.



- (b) The Parties may, upon mutual written agreement, elect to terminate this MOU at any time with immediate effect.
4. Covenants of Participating Organization. Participating Organization shall not:
 - (a) grant access to lists detailing personal or contact information of veterans (a “Contact List”) to any third party (including, without limitation, for fundraising or revenue generating purposes) without written permission from CAX in each instance;
 - (b) purport to represent or otherwise act for or on behalf of CAX or purport to bind CAX to any agreement or contract of any kind; or
 - (c) utilize the CAX name, logo, or contacts for any purpose (including, without limitation, for fundraising or grant writing) without permission from CAX in each instance.
 5. Binding Effect. This MOU is fully effective as of the date of its Effective Date and shall be binding on the Parties and their respective successors, heirs, and permitted assigns.
 6. No Partnership. Nothing in this MOU shall create a partnership between the Parties.
 7. Public Announcements. CAX and Participating Organization may make a public disclosure or announcement of the existence of this MOU, the identity of Participating Organization as the counterparty of this MOU, and such other details of this MOU as may be agreed by Participating Organization.
 8. Governing Law. This MOU shall be governed by the laws of the State of Texas, excluding conflict of laws principles that would require the application of laws of another jurisdiction.
 9. Dispute Resolution.
 - a. Within 10 business days after the receipt by a Party of a notice from the other Party of a dispute, controversy, or claim arising out of or in connection with this MOU (each a “Dispute”) the Parties shall meet and negotiate in good faith in an attempt to resolve such Dispute.
 - b. All Disputes arising out of or in relation to this MOU shall be referred to mediation before the initiation of any adjudicative action or proceeding, including arbitration. The seat of mediation shall be Houston, Texas, USA.
 - c. Any Dispute that remains unresolved after mediation may be referred to the state and federal courts located in Harris County, Texas for final resolution, each Party irrevocably consenting to the exclusive jurisdiction of such courts and unconditionally waiving any and all objections to the laying of venue therein, including on the basis of inconvenient forum.
 9. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior or contemporaneous written or oral understandings between the Parties with respect to such subject matter.
 10. Indemnification. To the extent permitted by the laws and the constitution of the State of Texas, particularly Section 7 of Article XI of the Texas Constitution, and with the mutual understanding that the County of El Paso is a political subdivision of the State of Texas and that this indemnity obligation cannot be paid from current revenues and that no tax nor interest and sinking fund has been set, adopted or established for the payment of this indemnity obligation, the County shall indemnify CAX. Notwithstanding anything contained to the contrary, the County is not waiving or expanding any existing waiver of immunity, of any kind or nature, from suit or liability.
 11. Warranties. CAX warrants and represents that it has the experience and abilities necessary to perform all required services with a high standard of quality and that the CAX System will conform in all material respects with the express terms set forth in this MOU.
 12. Notices. All notices and other communications required under this MOU shall be in writing and shall be addressed to the receiving Party at the address or email set forth below:

Combined Arms, Inc.
2929 McKinney Street
Houston, Texas 77003
members@combinedarms.us

El Paso County (Veteran Assistance Office)
4641 Cohen Ave, Suite D
El Paso, Texas, 79924
cdwyer@epcounty.com

COMBINE ARMS

[remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective as of the Effective Date.

Combined Arms, Inc.

El Paso County

Signature

Ricardo Samaniego, County Judge

Name: _____
Title: _____

Name: Ricardo Samaniego
Title: County Judge