

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF EL PASO AND
STATE OF TEXAS CHILD PROTECTIVE SERVICES**

This Memorandum of Understanding (“**MOU**”) is made on July 19, 2021 (“**Effective Date**”) and is between the County of El Paso, a political subdivision of the State of Texas (the “**County**”) and The State of Texas Department of Family and Protective Services, Child Protective Services (“**CPS**”). CPS and County may be referred to singularly as a “**Party**” or collectively as “**Parties**.” The Parties agree to all the terms, conditions, and representations contained in this MOU.

**I.
PURPOSE**

The Texas Department of Family and Protective Services, Child Protective Services (CPS) is entrusted to care for children and youth in Foster care. Identifying placements for children and youth in foster care has become difficult due to a lack of licensed foster homes and alternate placements. When CPS is tasked with caring for children and youth without a placement, CPS staff can provide 24 hour oversight at their facility. However; the CPS facility lacks a shower. Children and youth require access to a shower during nontraditional hours as they attend school during the day. The County has Family Youth Services located at 6314 Delta Dr., El Paso, TX 79905 (“**Facility**”). The County would allow the use of the showers without financial compensation. The use of the County’s Facility would allow CPS to provide the needed use of showers for the children and youth.

**II.
DURATION**

The term of this Memorandum shall be for a period of one year from the Effective Date and may be renewed each year upon mutual agreement of both Parties.

**III.
COUNTY RESPONSIBILITIES**

The County agrees to:

- Issue access card to point of contact at CPS
- Provide access card that will allow entry before 8 a.m. and after 5 p.m.
- Provide access card that will allow use of front entrance and bathroom area only
- Provide only showers facilities; toiletries are not provided by County

**IV.
CPS RESPONSIBILITIES**

CPS agrees to:

- Be responsible in the use of the access card
- Use of access card is limited to CPS employees
- Only use the Facility for purposes described in Article I above.
- Use of access card is only in the restricted area of the front entrance and bathroom area
- Always assure that there are two CPS staff accompanying the youth adhering to CPS privacy and safety guidelines
- Be responsible to leave shower area clean after every use
- If card is lost, stolen, or unusable, pay for a replacement card
- Shall be financially responsible for any damage caused by CPS and/or accompanying youth,
- Immediately report any damage to the County POC
- Must maintain a list that contains the date, hour, CPS employees, and number of accompanying youth at each use of access card entry
- Provide the County a list upon request of all CPS employee using the access cards showing dates and times.
- Furnish toiletries and any additional supplies
- Accept sole responsibility for youth items and any items that are lost or left behind.
- Accept sole responsibility for youth safety and well being.

V. POINT OF CONTACT

Each party shall designate a principal point of contact to oversee and facilitate the services under this Agreement and coordinate with appropriate administrators at their respective facilities.

- Representative for DFPS:
 - Georgina Martinez- CPS Regional Director
- Representative for County of El Paso
 - Carlos Marquez- Operations Manager

VI. TERMINATION

If any CPS responsibilities outlined in Article IV are not met, the CPS POC will be notified of the incident. Continued incidents could result in the cancellation of the MOU.

Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Termination shall be without penalty, such that neither party shall be liable to the other for any monetary or other losses that may result. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

VII. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered by certified mail, return receipt requested, to

County Judge:

Richard Samiengo, 500 E. San Antonio, Ste. 301, El Paso, Texas 79901

State of Texas Department of Family Protective Services
CPS Regional Director
Georgina Martinez 501 Hawkins, El Paso, Texas 79915

VIII. MISCELLANEOUS

- A. This Agreement is governed by the laws of the State of Texas, its conflicts of law or choice of law principles notwithstanding. Each party, its employees, and agents shall comply with all applicable laws in their performance under this Agreement. This provision survives termination of the Agreement.
- B. **CPS agrees to indemnify and hold harmless the County and its officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to any and such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of CPS's obligations, services, operations, activities, default, negligence, and/or misconduct under this Agreement, whether by CPS, its directors, officers, employees, or agents.**
- C. Both parties hereto agree and recognize that law, rules, and regulations related to this Agreement and performance by either party are subject to change. The parties specifically agree any provision in this Agreement may be amended to bring this program or Agreement into compliance with such change in laws, rules, and regulations. An amendment to the Agreement due to a change in applicable laws, rules and regulations is deemed to occur as soon as necessary to allow the parties to remain compliant. The parties will cooperate to promptly conform their Agreement to any applicable legal changes.
- D. The parties specifically agree any provision in this Agreement may be amended or changed must be in writing and agreed to by both parties.
- E. Limitation of Liability No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

- F. CPS shall not assign, delegate, or attempt to so convey an interest in this Agreement. In the event, CPS does attempt to so convey an interest in this Agreement, said Agreement shall be terminable.
- G. CPS and the accompanying youth shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations while on the County facilities. Failure to do so in any manner which materially impairs the quality of performance hereunder, or effects the administration of the funds provided shall constitute a material breach of this Agreement.
- H. It is expressly understood and agreed by and between the parties that CPS is an independent contractor and is not an officer, agent or employee of the County.
- I. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the County. CPS shall be fully responsible for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them.
- J. This Agreement constitutes and expresses the entire Agreement of the parties.
- K. The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.
- L. This Agreement shall be signed by the County of El Paso Texas and the CPS and shall be effective as of the effective date noted on page one.

In witness whereof, the parties execute this Agreement.

THE COUNTY OF EL PASO

By: _____
Ricardo Samaniego
El Paso County Judge

Date: _____

CPS

By: _____
Name: Georgina Martinez
Title: Regional Director

Date: _____

CPI

By: _____
Name: Myrna Baquero
Title: Regional Director

Date: _____