Memorandum of Understanding

Whereas, this Memorandum of Understanding ("MOU") shall replace in its entirety the existing MOU (2013-0398) between the County of El Paso, Texas ("County") and Community Partners of El Paso, Inc. ("Community Partners") as of the signed effective date on this agreement; and

Whereas, County, Community Partners, and CPS may be referred to singularly as a "Party" or collectively as "Parties"; and

Whereas, the new Memorandum of Understanding will reflect the new funding amount, establishes a different funding structure, establishes the fiscal year, sets a reallocation policy, establishes reporting criteria, and establishes four areas of service.; and

Whereas, the County of El Paso is committed to honoring its duty to children in need by allocating resources that improve a child's capacity for success; and

Whereas, the County of El Paso and Community Partners have collaborated since 2013 to serve the children in need and in CPS care; and

Whereas, Community Partners of El Paso, A 501 c 3 organization, is dedicated to assisting state CPS staff meet daily needs of abused and neglected children and their families; and

Whereas, the main Community Partners project is the Rainbow Room, an emergency resource room, where CPS caseworkers can obtain essential items of clothing, personal hygiene, school supplies, car seats, or other essential items to assist CPS children in need; and

Whereas, the County of El Paso chooses to include the Rainbow Room as part of its commitment to assist children in need; and

Whereas, the Parties agree to all the terms, conditions, and representations contained in this MOU.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1. TERM

1.1 **Adoption of Recitals**- The above stated Recitals are incorporated herein by reference, are hereby made a part of this Agreement, and shall be as effective as if repeated verbatim.

1.2 **Term.** This Agreement shall commence immediately upon the Effective Date October 1, 2022 and shall remain in effect for a term through September 30, 2023. This Agreement may be renewed each year upon mutual agreement of - all Parties. The Parties shall agree to the renewal terms at least 30 days prior to the termination date of the agreement or each renewal term and are contingent upon available funding.

1.3 **Termination.**

a. Either party may terminate the Agreement with or without cause by thirty (30) calendar days' written notice. Termination will not affect the County's obligation with respect to payment for satisfactory service and products received through the termination notice. Unused funds will be returned to the County in form of a check. Final expense report and payment of unused funds must be submitted 15 calendar days after the end of the agreement.

b. "Parties acknowledges that the County is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event that the County does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement, for the payment of its obligations hereunder, County may terminate this Agreement without penalty or further payment, upon 30 days written notice to Parties, to be effective on September 30th of the then current fiscal year."

SECTION 2. COMMUNITY PARTNER ROLES AND RESPONSIBLITIES

2.1 Rainbow Room supplies-

a. Responsibilities: Community Partners Board member or designee will purchase allowable items to keep the Rainbow Room stocked with supplies not to exceed budgeted amount listed on Attachment B.

b. Reporting: Community Partners shall electronically submit an expenditure report along with backup documentation of items purchased on a monthly basis. Reports shall be electronically submitted on the 10th calendar day of each month, following the month in which services were provided. The closeout/final report shall be submitted on or before October 15, 2023. All reports should be emailed to csga@epcounty.com.

c. Allowable Purchases: All purchases for the Rainbow Room should not deviate from the allowable items as listed in Attachment A and not exceed budgeted amount listed on Attachment B.

2.2 Birth Certificates

a. Responsibilities: Community Partners will review and keep record of CPS referred birth certificates processed for payment.

b. Reporting: Birth Certificates expenditure report will be completed by Community Partners and electronically submitted to the County on a monthly basis. Reports shall be electronically submitted on the 10th calendar day of each month, following the month in which services were provided. The closeout/final report shall be submitted on or before October 15, 2023. All reports should be emailed to csga@epcounty.com.

c. Budget: All expenses shall not exceed budgeted amount listed on Attachment B.

2.3 Kinship Licensing

a. Responsibilities: Community Partners will facilitate the purchase of medication lock boxes, pad locks, new fire extinguishers or recertification of fire extinguishers, smoke alarms, carbon monoxide detectors and fire escape ladders only. Community Partners will keep record and back up documentation of all purchases.

b. Reporting: Community Partners shall electronically submit a monthly expenditure report along with backup documentation of items purchased on a monthly basis. Reports shall be electronically submitted on the 10th calendar day of each month, following the month in which services were provided. The closeout/final report shall be submitted on or before October 15, 2023. All reports should be emailed to csga@epcounty.com.

c. Budget: All expenses shall not exceed budgeted amount listed on Attachment B.

2.4 Kinship Services- Background Checks

a. Responsibilities: Fingerprint codes for caregivers and household members will only be allowed under this section of the agreement. Community Partners will review and approve CPS determine eligible clients for fingerprinting services.

b. Reporting: Community Partners shall electronically submit a monthly expenditure report along with backup documentation of items purchased on a monthly basis. Reports shall be electronically submitted on the 10th calendar day of each month, following the month in which services were provided. The closeout/final report shall be submitted on or before October 15, 2023. All reports should be emailed to csga@epcounty.com.

c. Budget: All expenses shall not exceed budgeted amount listed on Attachment B.

2.5 Intent to Return

a. Responsibilities: Community Partners will review and approve CPS determined eligible clients, length of stay and rates.

b. Reporting Community Partners shall electronically submit a monthly expenditure report along with backup documentation of items purchased on a monthly basis. Reports shall be electronically submitted on the 10th calendar day of each month, following the month in which services were provided. The closeout/final report shall be submitted on or before October 15, 2023. All reports should be emailed to csga@epcounty.com.

c. Budget: All expenses shall not exceed budgeted amount listed on Attachment B.

2.6 Monthly Expenditure Reports

a. Community Partners shall electronically submit a monthly expenditure report (attachment C) along with acceptable backup of items purchased on a monthly basis. Backup documents include copies of canceled checks, copies of receipts
Reports shall be electronically submitted on the 10th calendar day of each month, following the month in which services were provided. The closeout/final report shall be submitted on or before October 15, 2023. All reports should be emailed to csga@epcounty.com.

2.7 Unused funds

a. Any unused funds at the end of the term of this agreement will be returned to the County within 15 days of the end of the agreement. There shall be no carryover of unused funds.

SECTION 4. COUNTY ROLE AND RESPONSBILITIES

4.1 The County will provide $30,000 in funding to Community Partners in two separate and equal disbursements. The initial disbursement would be provided 20 days after the effective date of this agreement. The second disbursement will be provided 20 days after Community Partners provides a complete and compliant expense report for the initial disbursement. Agreement renewals and future funding disbursements will be placed on hold should there be any compliance issues identified.

4.2 Expense reports will be reviewed monthly by El Paso County. Any items submitted in the expense report deemed unallowable will be reported to Community Partners. The Community Partners shall deduct unallowable amounts and submit an updated expense report for only items allowed under this Agreement or, if possible, make corrections to meet requirements and resubmit to the County.

SECTION 5. 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 Samaniego, 500 E. San Antonio, Ste. 301, El Paso, Texas 79901

Community Partners:

Tanja Schouten, 501 Hawkins Blvd., El Paso, Texas 79915

SECTION 6. MISCELLANEOUS

a. The parties agree that any provision in this contract may be amended or changed by mutual consent of the parties.

b. 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.

c. This Agreement constitutes and expresses the entire Agreement of the parties

d. The Parties acknowledge that the prior MOU (2013-0398) is hereby replaced in its entirety by this MOU. This MOU shall be effective, and the prior MOU (2013-0398) shall be terminated, upon the execution of this MOU by the Parties. Upon such execution, all provisions of the prior MOU are hereby superseded in their entirety and replaced herein and shall have no further force or effect.

e. Sales Tax cost is not allowed.

Approved this ______ day of __________________ 2022.

El Paso Community Partners

____

Tanja Schouten
President

Date _______________________________

County of El Paso

____

Ricardo A. Samaniego
County Judge

Date ________________________________

Approved as to content

Community Services

____

Irene G. Valenzuela
Executive Director

Date _______________________________

Attachment A

Rainbow Room Allowed and Not Allowed Items for Purchase

Allowable items to purchase

a. Clothing such as shirts, pants, socks, underwear, school logo uniforms and shoes.
b. Personal hygiene products
c. Diapers/pullups
d. Baby wipes
e. Baby feeding items i.e. formula, bottles, and other self-stable food items
f. Household cleaning supplies
g. Blue bags for distributing items
h. Toddler beds
i. Baby cribs
j. Car seats

Not allowed for purchase under this MOU

a. Toys
b. Gift cards
c. Costumes
d. Tabacco
e. Firearms
f. Alcohol
g. Sales tax
h. Shipping related costs
i. Travel related costs to include but not limited to plane, train, bus, Uber, taxi
j. Party supplies of any kind
k. Room décor
l. Drinks and food

Attachment B

Project Budget

Disbursement #1- $15,000.00

- Rainbow Room $5,000.00
- Birth Certificates $250.00
- Kinship Licensing $2,500.00
- Kinship Services- Background checks $2,500.00
- Intent to Return $4,750.00

Disbursement #2- $15,000.00

- Rainbow Room $5,000.00
- Birth Certificates $250.00
- Kinship Licensing $2,500.00
- Kinship Services- Background checks $2,500.00
- Intent to Return $4,750.00

Attachment C

Expense Reports Templates