

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF EL PASO, TEXAS
ON BEHALF OF EL PASO COUNTY CRIMINAL COURT NUMBER 4
AND
THE CENTER AGAINST SEXUAL AND FAMILY VIOLENCE**

This Memorandum of Understanding (“MOU”) is entered into effect on **February 20, 2025** (“Effective Date”), by and between the County of El Paso, Texas, on behalf of El Paso County Criminal Court Number 4 (“Court” or “County”), and the Center Against Sexual and Family Violence, a Texas non-profit organization (“CASFV”).

I. PURPOSE AND SCOPE

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between the Parties and to set forth the relative responsibilities of the Parties insofar as they relate to their common goal, outlined in this article.

A. Whereas this cooperation is built on the Parties’ history and commitments to this purpose:

1. CASFV’s mission is to confront and prevent domestic and sexual violence in all its forms, through intervention, education, and community collaboration. CASFV stands as a pillar of support for survivors, offering a comprehensive range of services tailored to empower and aid victims on their journey to healing. To create sustainable impact, intervention also happens through the Battering Intervention and Prevention Program (“BIPP”), which is the partnering department under this MOU. This series of certified classes is designed to teach abusers accountability, reflective and critical thinking. It provides them with the resources necessary to help break the cycle of violence.
2. The County Criminal Court at Law Number 4 supports the rehabilitation of first-time family violence offenders, charged with misdemeanor, through the Re-New Program. Through this novel program, proposed in January 2025, offenders are provided a second chance, to learn accountability and become agents of change in their community, through referrals to CASFV’s BIPP.

B. Now, therefore the Parties seek to establish their cooperation on the common goal of combatting domestic violence and sexual assault, through the provision of battering intervention and prevention services.

II. ROLES AND RESPONSIBILITIES

To achieve the Parties’ mutual goal, as outlined in Art. I.B., each party agrees to the following roles and responsibilities:

A. CASFV’s roles and responsibilities shall include:

1. Registering Re-New Program referrals in the BIPP and collecting all fees due from clients;
2. Conducting BIPP classes, in compliance with Texas Department of Criminal Justice Community Justice Assistance Division (“TDCJ-CJAD”) and Texas Council on Family Violence (“TCFV”) guidelines;
3. Attending weekly court staffing meetings for updates on client progress within the Re-New Program;
4. Providing the Court with clients’ monthly progress reports reflecting their attendance, payments, accountability, and participation within the program;
5. Providing successful participants, who completed the 24 classes, an exit interview, as well as an exit exam, with a letter of completion;
6. If an offender provides survivor information, CASFV may contact the individual to offer appropriate victim services, through its non-residential Family Resource Center.

B. The Court’s roles and responsibilities shall include:

1. Overseeing the Re-New Program, in accordance with its program manual;
2. Screening, identifying, and referring program participants to CASFV for enrollment in BIPP classes;
3. Including CASFV in weekly court staffing meetings, to exchange information on participant progress;
4. Informing CASFV if a client is not complying with the Re-New Program provisions.

C. Both Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.

D. Both Parties agree to ensure regular and open exchange on the services provided, as well as the state and continuation of their cooperation and common goals.

E. Both Parties agree to provide the resources above at a minimum. The Parties may agree to provide additional resources in future agreements by amendments to this MOU or by another MOU.

F. Each party agrees to bear their own financial burden of resources committed in this MOU unless otherwise specified.

III. RECORD AND REPORTING REQUIREMENTS

A. The following record-keeping and reporting requirements shall apply to the program outlined in Art. II.B.1.:

1. CASFV shall establish and maintain client records for 3 years, in accordance with TDCJ requirements;

2. Information may be released by CASFV to the original referral source for 1 year after the initial referral.

IV. SPECIAL PROVISIONS

- A. Both parties agree to uphold client confidentiality, by:
 1. Not using client information or pictures, including for promotional purposes, without the client's written consent;
 2. Not releasing client files or other personal information without the client's written consent.

V. OUTREACH AND VISIBILITY

- A. Any public announcements and publications relating to the activities conducted under this MOU shall always be consistent with the cooperation goals outlined in Art. I.
- B. Any Party promoting these services in a public manner (*e.g.* through media channels), shall promptly inform the other Party, to ensure checks and balances for client safety, as well as the opportunity to increase cooperation visibility through further promotion by the other Party.
- C. Any Party may use the Parties' logos solely for the services and goals outlined in this MOU. This does not grant any Party the right to use the other Party's logo in any additional context, without prior approval.
- D. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.

VI. AMENDMENTS

- A. The terms of this MOU may be amended upon written approval by both Parties and their designated representatives.
- B. Changes in Party representatives must be communicated swiftly and incorporated as an addendum to this MOU. A change in Party representative alone does not constitute the termination of this MOU. Should one Party [any Party] wish for the termination of the MOU, after a change in representation, the appropriate process, as outlined in Art. IX must be followed.

VII. GOVERNING LAW AND DISPUTE RESOLUTION

- A. This MOU is governed by the laws of the State of Texas. Venue for all causes of action arising from or in connection with this MOU shall be in El Paso County, Texas.

- B. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and arbitrated in an attempt to resolve any and all issues between the Parties.

VIII. ASSIGNMENT AND SEVERABILITY

- A. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party. Such consent shall not be unreasonably withheld.
- B. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

IX. TERM AND TERMINATION

- A. This MOU becomes effective on the Effective Date regardless of the dates of signature. This MOU remains in force unless explicitly terminated, in writing, by either party or parties.
- B. Either Party may terminate this MOU without cause by giving the other party thirty (30) days written notice. Parties may immediately terminate this Agreement for cause pursuant to breach of any term of this Agreement.
- C. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the Parties.

Notices are effective upon receipt. Parties may change their notice information in the same manner.

To CASFV:

Sandra Nevarez Garcia
Executive Director
580 Giles Rd., El Paso, TX-79915
Phone number: 915 593 1000 ext. 403
Email: sgarcia@casfv.org

To the County:

Betsy Keller
County Chief Administrator
El Paso County
500 E. San Antonio, Room 302A
El Paso, Texas 79901
Phone Number: (915) 273-3600
E-Mail: CountyChiefAdmin@epcounty.com

With a copy to:

Hon. Jessica Vazquez, Judge
County Criminal Court at Law Number 4
500 E. San Antonio, Ste. 702
Phone Number: (915) 834-8248
E-Mail: jes.vazquez@epcountytexas.gov

The undersigned Parties acknowledge and agree to this MOU, as of the Effective Date.

THE COUNTY OF EL PASO, TEXAS

Ricardo A. Samaniego
El Paso County Judge

Date: _____

Approved as to form:

Hon. Jessica Vazquez, Judge
County Criminal Court at Law Number 4

Date: _____

THE CENTER AGAINST SEXUAL AND FAMILY VIOLENCE

Sandra N. Garcia
Executive Director

Date: _____