

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (this “**Agreement**”) is entered into effective as of the _____ day of April 2025 (the “**Effective Date**”), by and between the County of El Paso, on behalf of the Criminal Justice Coordination Department (the “**County**”), and Workforce Solutions Borderplex (the “**Community Partner**”). The County and Community Partner may be referred to as a “party” or the “parties.”

RECITALS

WHEREAS, the County has launched the El Paso Promise Program (the “**Program**”) to partner with community organizations in providing justice-involved individuals with educational, job training, and employment opportunities; and

WHEREAS, the County desires to refer justice-involved individuals to the Community Partner as part of the Program, and the Community Partner desires to provide services to those referrals as outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows.

AGREEMENTS

I. PURPOSE

The purpose of this Agreement is to establish the roles and responsibilities of the parties with respect to the Program. Through the Program, the parties aim to provide participants with equitable access to workforce training, vocational education and certification courses, or a college education. The Program seeks to transform participants’ lives by reducing poverty, mitigating recidivism, and strengthening the local economy and workforce. The Community Partner will offer the program(s) detailed in Exhibit A attached to this Agreement.

II. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and be effective for a period of twelve (12) months, unless terminated earlier. Upon mutual agreement of the parties, the Agreement may be renewed for subsequent one (1) year terms. This Agreement may be terminated by either party, with or without cause, by providing thirty (30) calendar days’ advance written notice to the other party of such election to terminate the Agreement.

III. RESPONSIBILITIES OF THE PARTIES

- a. During the term of this Agreement, the County may refer individuals involved with the justice system to the Community Partner, at no cost to the County, to assist eligible participants during the pre-release, transition, or post-release phases of their involvement with the justice system.

- b.** All participant information exchanged between the parties shall be handled and shared in strict accordance with all applicable federal, state, and local laws, regulations, and ordinances governing data confidentiality and security.
- c.** County. The County agrees to perform the following:
 - i.** Establish clear communication channels and foster ongoing collaboration between the Program coordinator, Criminal Justice Coordination Department reentry and supervision teams, and partner agency contacts.
 - ii.** Proactively confirm participant eligibility for partner programs and collaborate with program staff to define appropriate success measures. Be responsive to feedback from partner agencies.
 - iii.** The Program coordinator will: (1) provide partner agencies with advance notice of upcoming participant cohorts; (2) work with partner agencies to determine prospective participant eligibility; and (3) maintain regular communication with partner staff to exchange feedback and updates.
 - iv.** Program staff will conduct bi-weekly check-ins with participants to: (1) ensure participants meet the requirements of the Program, reentry and supervision services, and partner program expectations; and (2) identify and provide necessary support to help participants fulfill Program requirements.
 - v.** The County recognizes the value of partner program placements and will strive to ensure participants are committed to completing their chosen programs.
- d.** Community Partner. The Community Partner agrees to perform the following:
 - i.** Identify a key individual to serve as the primary contact and collaborative partner. This person will work closely with the Program coordinator and Criminal Justice Coordination Department to: (1) understand the unique needs of participants; and (2) leverage Community Partner's expertise to provide effective support and guidance.
 - ii.** Work closely with the Program and Criminal Justice Coordinator Department teams to ensure participant needs are met. Jointly establish and track meaningful measures of success for program(s) offered by Community Partner. Maintain open communication with the Program coordinator regarding program structure, strengths, and areas for improvement.
 - iii.** Uphold the confidentiality of Program participants and collaborate with the County on what data is to be shared with the Program coordinator.
 - iv.** Communicate proactively to include the following: (1) regular status reports on participant progress through the partner portal provided by the County; (2) promptly notify the appropriate Criminal Justice Coordination Department staff member if a participant is not meeting program requirements; (3) share necessary participant data with the Program coordinator as needed and agreed upon; and (4) offer feedback on participant progress as requested.

- v. Ensure equitable access and inclusion to include the following: (1) provide access to programming for all Program participants who meet the eligibility requirements; and (2) integrate participants without bias, ensuring equitable treatment and a welcoming, inclusive environment.

IV. INDEMNITY

TO THE EXTENT ALLOWED BY LAW, THE COMMUNITY PARTNER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND THE COUNTY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, REGULATORY COMPLIANCE RELATED TO COMMUNITY PARTNER AND/OR COMMUNITY PARTNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS RELATED TO THIS AGREEMENT. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING AND AFTER THE TERM OF THIS AGREEMENT.

V. NOTICE

Any notice permitted or required under this Agreement must be in writing and delivered by certified mail, personally delivered, or emailed. Notice shall be deemed given three (3) business days after mailed or upon receipt if personally delivered or emailed. Notice should be addressed as follows:

To the County:

Criminal Justice Coordination Department

Attn: Catherine Jones

800 E. Overland, Ste. 406

El Paso, Texas 79901

Email: C.Jones@epcountytexas.gov

Program Coordinator

Attn: Dominique Olivares

800 E. Overland, Ste. 406

El Paso, Texas 79901

Email: D.Olivares@epcountytexas.gov

To Community Partner:

Workforce Solutions Borderplex

Attn: Alma Aranda

Director of Innovation and Development

El Paso, Texas 79901

Email: alma.aranda@borderplexjobs.com

VI. MISCELLANEOUS

- a. No Joint Venture. It is expressly understood and agreed by the parties that nothing in contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association, employee/employer, or other affiliation or like relationship between the parties. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which will be binding on the other party, except as may be expressly provided in this Agreement or authorized in writing.
- b. Expense of Performance. The performance of this Agreement does not require the exchange of funds between the County and the Community Partner, and each party shall assume full responsibility for its own expenses and actions in the performance of this Agreement, unless otherwise agreed to in writing.
- c. Governing Law; Venue. Any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the state of Texas, without regard to any conflict of laws principles. Any judicial proceedings filed by either party shall be held in the appropriate court located in El Paso County, Texas.
- d. Immunity. The parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by the County of any immunities from suit or liability that the County may have by operation of law. The County retains all governmental immunities.
- e. Severability. If any term, or the application thereof to any person or circumstance, is held to be invalid or unenforceable, the remainder of this Agreement and the application of any term to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- f. Waiver. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- g. Headings and Captions. All headings and captions appearing in this Agreement are inserted for purposes of convenience and reference only and shall not be used to construe or interpret any provision of this Agreement.
- h. Assignment. This Agreement and all rights and obligations hereunder shall not be assigned without the prior written consent of the other party.
- i. Compliance with Law. Each party shall comply with all applicable federal, state, and local laws, regulations, and requirements.
- j. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and all prior negotiations, representations, and understandings are superseded hereby. No agreement altering or supplementing the terms of this Agreement may be made except by means of a written document signed by the parties.

IN WITNESS WHEREOF, the parties, through authorized representatives, execute this Agreement to be effective as of the Effective Date.

COUNTY OF EL PASO:

By: _____
Ricardo A. Samaniego, County Judge

COMMUNITY PARTNER:

By: _____
Leila H. Melendez, CEO

EXHIBIT A

Program(s) Offered by Community Partner

Workforce Solutions Borderplex (WSB) is a regional government entity and nonprofit organization designated by the Texas Workforce Commission as the local workforce development board for the six-county region of Far West Texas, encompassing Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, and Presidio Counties. WSB oversees integrated workforce training, education, and employment services to support job seekers and employers across the region.

As part of its mission, WSB provides a range of workforce development services, including:

- **Career Navigation & Job Placement** – Assisting job seekers, including youth, underemployed, unemployed, and displaced workers, with career counseling, job search support, résumé preparation, and placement assistance.
- **Training & Education Support** – Facilitating access to industry-recognized training programs and certifications for eligible participants.
- **Workforce Services for Employers** – Offering employer support services such as candidate assessment, pre-screening, recruitment assistance, and skills testing.
- **Childcare Subsidies** – Providing childcare assistance for eligible participants who require childcare to work or attend school/training.

WSB's Commitment Under the El Paso County Promise Program

WSB agrees to provide the following services for Promise Program referrals who qualify for WSB services, subject to available funding.

Key Considerations:

- All WSB-sponsored participants must complete the eligibility process before beginning any activities.
- WSB cannot retroactively fund services provided before eligibility determination.
- The eligibility process may take up to two weeks.

Services Provided

1. **Career Navigation & Wraparound Services** – Individualized support, career coaching, and job placement assistance for program participants.
2. **Funding Support for Training & Certification**— WSB will allocate up to \$6,000 to support a maximum of five (5) El Paso County Promise Program participants in obtaining industry-recognized training and certifications. Funding will be distributed quarterly, with a maximum allocation of \$300 per quarter per participant.

Cohort 1	Number of Promise Elig Participants	Training Support Per Elig Participant	Subtotal
Qtr. 1	5	\$ 300.00	\$ 1,500.00
Qtr. 2	5	\$ 300.00	\$ 1,500.00
Qtr. 3	5	\$ 300.00	\$ 1,500.00
Qtr. 4	5	\$ 300.00	\$ 1,500.00
Total			\$ 6,000.00

3. **Additional Support Services (Subject to Funding Availability)** – WSB staff may screen El Paso County Promise Program participants for additional wraparound services, including but not limited to:

- School supplies
- Transportation assistance
- Other support services identified by WSB case managers

These services aim to remove barriers, improve persistence rates, and support the successful completion of training, leading to employment outcomes.

WSB shall directly cover the costs of approved services and expenses on behalf of eligible participants by making payments to service providers or vendors. Funds will not be disbursed to El Paso County. Any participant support services provided under this agreement shall be issued in accordance with WSB’s established policies and may include direct payments to vendors or other approved mechanisms for covering participant needs.

4. **Quarterly Progress Reporting** – WSB will compile and submit consolidated progress reports from program partners. EP County agrees to provide status updates on Promise Program students. *WSB will provide a consent to release form to all candidates during eligibility.*
5. **Compliance & Data Security** – WSB will ensure adherence to all federal, state, and local laws regarding data security and privacy, including FERPA, WIOA, and state regulations.
6. **Program Monitoring & Reporting** – WSB will track project progress and submit periodic reports to El Paso County.
7. **Collaboration with El Paso County** – WSB will work closely with El Paso County to support the successful implementation of the Promise Program and maintain compliance with all relevant state and federal regulations.