

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding (this “**Agreement**”) is entered into effective as of the 10th day of March 2025 (the “**Effective Date**”), by and between the County of El Paso, on behalf of the Criminal Justice Coordination Department (the “**County**”), and El Pasoans Fighting Hunger (EPFH) (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](mailto:C.Jones@epcountytexas.gov)

Program Coordinator

Attn: Dominique Olivares

800 E. Overland, Ste. 406

El Paso, Texas 79901

Email: [D.Olivares@epcountytexas.gov](mailto:D.Olivares@epcountytexas.gov)

To Community Partner:

El Pasoans Fighting Hunger (EPFH)

Attn: Susan Goodell

9541 Plaza Cir.

El Paso, Texas 79927

Email: [sgoodell@epfhfb.org](mailto:sgoodell@epfhfb.org)

## 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: \_\_\_\_\_  
Susan Goodell, Chief Executive Officer

## **EXHIBIT A**

### Program(s) Offered by Community Partner

- SPARK Job Skills Training Program
  - MSSC Certified Logistics Associates Certification
  - MSSC Certified Logistics Technician Certification
  - CareerSafe OSHA 10 General Industry Certification
  - ServSafe Texas Food Handlers Certification
  - National Safety Council Forklift Certification
  - On the job skills training; food distribution, FoodFarmacy Nutritional programs, warehouse receiving & distribution, processing rooms, general maintenance/facilities management