

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of October 1, 2024, by and between the following (referred to collectively as the "Parties"):

- **Tarrant County CPS Board** ("Board"), established by the Tarrant County Commissioner's Court to support Child Protective Services ("CPS") and its clients; and
- **Tarrant County** ("County"), by and through the County's alternative dispute resolution program, Tarrant County Dispute Resolution ("Dispute Resolution").

**WHEREAS**, Dispute Resolution desires to support CPS by providing mediation services for cases involving CPS clients in Tarrant County;

**WHEREAS**, the County recognizes the potential benefits of mediation in reducing the caseload in the Tarrant County family courts and associated costs;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

## 1. Services

Dispute Resolution agrees to provide or facilitate the provision of mediation services for Tarrant County CPS cases. These services will be delivered by independent attorney mediators who meet qualifications established by Dispute Resolution.

## 2. Mediation Funding

- Tarrant County CPS Board will pay a flat fee of \$1,000 annually for mediation service utilized up to a total cumulative expenditure of \$1,000 annually.
- After Tarrant County CPS Board has expended \$1,000 on mediation services, Dispute Resolution will be responsible for funding all future mediation services needed for Tarrant County CPS cases up to \$40,000.
- Tarrant County Dispute Resolution will pay independent attorney mediators a fee range between: \$250 for a half day mediation; \$500 for a full day mediation or \$125 per hour for shorter periods.

## 3. Public Purpose and Cost Savings

The parties acknowledge that this MOU serves a public purpose by:

- Reducing the caseload in the family courts, thereby expediting case resolution, and improving access to justice.
- Potentially generating cost savings for the County by reducing the length time needed for court-appointed attorneys in CPS cases.
- Mediation can lead to more durable agreements compared to court-ordered solutions reducing the cost of future court cases.

#### **4. Term and Termination**

This MOU shall become effective on October 1, 2024 and shall remain in effect for a period of one (1) year. This MOU may be renewed by mutual written agreement of the parties. This MOU may be terminated by any party upon thirty (30) days' written notice to the other parties.

#### **5. Confidentiality**

The parties agree to maintain the confidentiality of all information obtained in connection with this MOU, except as required by law or for the purpose of fulfilling the obligations set forth herein.

#### **6. Entire Agreement**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

#### **7. Amendments**

This MOU may be amended only by a written agreement signed by all parties.

#### **8. Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the State of Texas.

#### **9. Compliance With Laws**

In providing the services required by this MOU, CP must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CP shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

#### **10. Independent Contractor**

Nothing contained in this MOU shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the Parties. The Parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This MOU does not and shall not be construed to entitle either CP or County or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as of October 1, 2024.

**Tarrant County CPS Board**

By: Vanessa Copeland

Name: Vanessa Copeland

Title: CPS Board Chair

**Tarrant County**

By: \_\_\_\_\_

Name: Judge Tim O'Hare

Title: Tarrant County Judge

APPROVED AS TO FORM:

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Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.