



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER DBA LIFEPATH SYSTEMS  
AND  
COLLIN COUNTY ANIMAL SERVICES**

This Memorandum of Understanding (“MOU”) is made by and between **Collin County Mental Health Mental Retardation Center dba “LifePath Systems”** and Collin County Animal Services (Organization) who may be individually referred to herein as a “Party” and collectively as the “Parties.”

**Purpose:** The purpose of the MOU is to create a collaboration between the Parties in which Collin County Animal Services (Organization) is to provide apprenticeship opportunities at 4750 Community Ave. McKinney, Texas 75071 (location) for individuals with disabilities supported by LifePath Systems (“Program”). Through the Program, individuals will gain experience that will help them find paid and competitive employment within current job markets to increase their independence.

**Term:** This MOU will be in effect from 1/01/2024 to 8/31/2024. Each apprenticeship cycle will last a maximum of twenty (20) weeks per individual. Exact dates and times of the apprenticeships will be scheduled at the convenience of the Parties.

**Payment:**

The Program shall be provided by the Parties at no cost for either Party. Each Party shall be responsible for its own cost if any are incurred.

**Collin County Animal Services Role:**

The Organization will provide collaborate with LifePath Systems in the following ways:

1. Provide apprenticeship opportunities for individuals.
2. Maintain General Liability coverage.
3. Meet and greet with candidates prior to start of apprenticeship cycle.
4. Allow job coaches to be onsite to provide support throughout the apprenticeship cycle.
5. Allow job coaches time onsite to learn about the specific positions prior to the start of any apprenticeship cycle.

**LifePath Systems’ Role:**

LifePath Systems will collaborate with the Organization in the following ways:

1. Maintain worker’s compensation insurance for LifePath Systems staff and apprentices involved in the Program.
2. Assign an onsite job coach throughout the entirety of the apprenticeship cycle. Such job coaches are to be onsite whenever an apprentice is working. However, the Parties may agree to gradually fade the job coaches’ support.
3. Conduct job analysis of each position prior to the start of the apprenticeship. Such job analysis shall assist LifePath Systems in supporting the apprentices in their apprenticeship positions.
4. Review and screen all apprenticeship applications and interview all potential candidates for the needed skills and requirements for each specific position.
5. Coordinate the onsite meet and greet.
6. Collect, track, and trend all relevant program data including hiring agency demographics, hours worked, wages paid, etc.
7. Compensate apprentices for hours worked.



**Apprentice's Role:**

1. Follow all the Contractor's policies and procedures;
2. Pass any background and drug screening, if required.
3. Arrive each day motivated and ready to learn from the experience.
4. Complete all required trainings.

**Satisfaction of Services:**

LifePath Systems strives to provide the highest quality of services to Contractor and apprentices. If at any time LifePath is not meeting the expectations set out in this MOU, or if the apprentices are not meeting the Contractor's expectations, we ask that you please speak with the onsite Job Coach or call Peggy Schmidt, Program Administrator, at 469-966-5339.

**Termination:** Either Party may, at its option, with or without cause, terminate this MOU, at any time by giving notice to the other Party. Such termination notice shall be effective upon receipt by the other Party.

**Compliance with Applicable Laws:** The Parties shall at all times observe and comply with all federal, state, and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect the Parties or the work.

**Governing Law & Venue:** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this MOU. The Parties agree that this MOU is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**Assignment:** This MOU may not be assigned by either Party. Any assignment of this MOU may result in termination of this MOU by either Party.

**INDEMNIFICATION:** The parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

**THE EXECUTION OF THIS MOU DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO EITHER PARTY UNDER TEXAS OR FEDERAL LAW.**

**No Prohibited Interest and Equal Rights Compliance:** LifePath Systems acknowledges and represents it is aware of all applicable laws regarding prohibited interests and that the existence of a prohibited interest at any time will render the MOU voidable.

- A. No Prohibited Interest. By entering into this MOU, LifePath Systems confirms that it has made reasonable inquiry, and, to the best of LifePath Systems' knowledge, no person or officer of its company is employed by the Contractor or is an elected or appointed official.
- B. Equal Rights Compliance. By entering into this MOU, LifePath Systems affirms that its company, directors, officers, employees, agents, and representatives agree to comply with all applicable employment discrimination federal, state, and local laws including applicable City Code of Ordinances, Texas Labor and Employment Laws, Age Discrimination in Employment Act (ADEA), Americans with Disabilities Act (ADA), and other applicable sources of governance.



**Representation on Authority of Parties/Signatories:** Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized, and that the MOU is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this MOU by signing below.

LifePath Systems: Tammy Mahan

Title: Chief Executive Officer

Contact Phone: \_\_\_\_\_

Date: 1/2/2024 | 7:15:50 AM PST

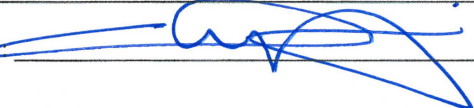
Signature:  \_\_\_\_\_

Contractor: Chris Hill

Title: Collin County Judge

Contact Phone: 972-548-4632

Date: 6 FEB 2024

Signature:  \_\_\_\_\_

Email: \_\_\_\_\_