

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: City Manager

AGENDA DATE: 11/4/25

PUBLIC HEARING DATE: 11/03/25

CONTACT PERSON NAME: Richard Bristol

PHONE NUMBER: 915 212-1061

2nd CONTACT PERSON NAME: Jesus Quintanilla

PHONE NUMBER: 915 212-1046

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

4.1 ENHANCE EL PASO'S QUALITY OF LIFE THROUGH RECREATIONAL, EDUCATIONAL AND CULTURAL ENVIRONMENTS

SUBGOAL:

4.1 Create an innovative, recreational, educational program

SUBJECT:

Discussion and Action on the entering into a Memorandum or Understanding between the City of El Paso, the El Paso Community Foundation, and the United Nations International Children's Fund (UNICEF) to participate in the UNICEF Child Friendly Cities Program

BACKGROUND / DISCUSSION:

Past history - We went to Council in April 28 2025 with an overview of the Child Friendly Cities Initiative

COMMUNITY AND STAKEHOLDER OUTREACH:

None

PRIOR COUNCIL ACTION:

Item was taken to Council in April 28 2025 with an overview of the Child Friendly Cities Initiative

AMOUNT AND SOURCE OF FUNDING:

None

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)
None	\$ 0.00

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL PASO, THE EL PASO COMMUNITY FOUNDATION, AND UNICEF USA TO SET OUT THE WAYS IN WHICH THE CITY OF EL PASO WILL PARTICIPATE IN THE UNICEF CHILD FRIENDLY CITIES INITIATIVE AND THE WAYS IN WHICH UNICEF USA WILL SUPPORT THE CITY OF EL PASO TO RECEIVE RECOGNITION AS A UNICEF CHILD FRIENDLY CITY.

WHEREAS, on April 28, 2025 City Council approved a resolution to pursue the designation of a UNICEF Child Friendly City and authorized City staff to initiate the formal process in partnership with UNICEF, and

WHEREAS, the City of El Paso affirms its commitment to advancing the rights and well-being of children and youth by supporting the principles of the UNICEF Child Friendly Cities Initiative, and

WHEREAS, on August 19, 2025, City Council approved a motion to direct the City Manager and City Attorney to draft a Memorandum of Understanding to formalize the partnership between the City of El Paso and UNICEF USA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That City Council authorizes the City Manager to sign the Memorandum of Understanding between the City of El Paso, the El Paso Community Foundation, and UNICEF USA.

APPROVED on this _____ day of _____ 2025.

CITY OF EL PASO:

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

Richard Bristol
Deputy City Manager



for every child

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF EL PASO

And

THE UNITED STATES FUND FOR UNICEF

And

THE EL PASO COMMUNITY FOUNDATION

Regarding the City of El Paso's Participation in UNICEF's Child Friendly Cities Initiative

Introduction

1. The Memorandum of Understanding ("MOU") is made as of **11/04/2025, 2025** ("Effective Date") between the City of El Paso in the State of Texas (the "City"), the United States Fund for UNICEF), doing business as UNICEF USA, a New York not-for profit organization with its principal office at 125 Maiden Lane, New York, NY 10038 ("UNICEF USA or UUSA"), and the El Paso Community Foundation. It sets out the way in which the City of El Paso will become part of UNICEF's Child Friendly Cities Initiative ("CFCI"). The City, UNICEF USA, and the El Paso Community Foundation may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

2. WHEREAS, since 1996, UNICEF's CFCI has helped cities in all parts of the world fulfill the rights of people who are under the age of eighteen, using the UN Convention on the Rights of the Child as its foundation. The network of Child Friendly Cities around the world connects stakeholders who are committed to making their cities and communities child-friendly. It enables these stakeholders to build safer, cleaner, and more resilient cities and communities.
3. WHEREAS, the City of El Paso wishes to participate in the UNICEF CFCI.
4. WHEREAS, the City of El Paso has committed to implement UNICEF USA's CFCI framework.
5. WHEREAS, UNICEF USA has accepted the City as a CFCI Partner City. In doing so, over the duration of this MOU, the City is also a member of the UNICEF Child Friendly Cities Initiative global network.
6. NOW, THEREFORE, the City of El Paso, the El Paso Community Foundation, and UNICEF USA are signing this MOU to set out the ways in which the City of El Paso will participate in the UNICEF CFCI, and the ways in which UNICEF USA will support the City of El Paso to receive recognition as a UNICEF "Child Friendly City."

Section 1. Definitions

- a. UNICEF and UNICEF USA Licensed Material. "UNICEF and UNICEF USA Licensed Material" means UNICEF USA's name and logos and UNICEF's CFCI name and logo as set forth in **Exhibit A**, UNICEF and UNICEF USA Licensed Material and incorporated herein, UNICEF's Child Friendly City Candidate Logo and UNICEF's Child Friendly City Logo upon recognition as a Child Friendly City as set forth in **Exhibit B**, as well as any artwork, designs, prototypes, characters, textual materials, and similar materials provided to the City by UNICEF USA and any copyrights, trademarks, trade dress, or trade secrets in such names, logos and materials.
- b. UNICEF USA Promotional Material. "UNICEF USA Promotional Material" means all of UNICEF USA's advertising, press, educational, advocacy, and promotional material using any of the City Licensed Material.
- c. Licensed Materials. "City Licensed Material" means the City's name and logos as set forth in **Exhibit C**. "El Paso Community Foundation Licensed Material" means El Paso Community

Foundation's name and logos as set forth in **Exhibit C**. City Licensed Material and El Paso Community Foundation Licensed Material, attached hereto and incorporated herein, as well as any artwork, designs, prototypes, characters, textual materials, and similar materials provided to UNICEF USA by the City and El Paso Community Foundation and any copyrights, trademarks, trade dress, or trade secrets in such names, logos and materials.

- d. City Promotional Material. "City Promotional Material" means all of the City's advertising, press, educational, advocacy, and promotional material using any of the UNICEF and UNICEF USA Licensed Material.

Section 2. City Responsibilities and Deliverables

The El Paso Community Foundation, "Foundation", in collaboration with the City Of El Paso, "City", will undergo the following steps in the UNICEF USA CFCI process:

1. **Engaging Community Stakeholders:** To help ensure the community is engaged in CFCI, the El Paso Community Foundation will each launch an internal cross functional team consisting of a cross section of senior leaders, program managers, and other operational representatives with team leads designated as the CFCI Coordinators. To ensure process continuity, these teams will also serve as the internal implementing team, and will build an executive committee of dedicated city-wide leaders. To complete the engagement phase of the UNICEF USA CFCI process, the El Paso Community Foundation will complete a stakeholder engagement summary to review with UNICEF USA.
2. **Conducting a Situation Analysis:** Working with the City, the El Paso Community Foundation will review existing child well-being data and also partner with child-serving community-based organizations to facilitate age-appropriate community conversations in prioritized communities to bring in critical youth, parent and community voices and identify priority issues across the five CFCI Goal Areas. Cities may choose from various forms of participatory research models and are encouraged to engage children, youth, and parents and/or service providers in data collection. To complete the analysis phase of the UNICEF USA CFCI process, the El Paso Community Foundation will complete a situation analysis summary to review with UNICEF USA.
3. **Building a Local Action Plan:** Drawing from what was learned during the Situation Analysis, the El Paso Community Foundation will collaborate with the City to convene city leaders, children and youth to create an approximately two-year plan that aligns with a logic model,

to make progress towards CFCI's global minimum requirements (the "Local Action Plan"). The El Paso Community Foundation has the option of developing a new CFCI-specific plan, enhancing an existing CFCI-related plan, or integrating their CFCI plan with other city plans. The Local Action Plans must include the following three focus areas:

1. youth participation,
2. non-discrimination, and
3. one focus area identified as a local need.

The Local Action Plan will include the following five items:

1. clear objectives,
2. impact indicators,
3. benchmarks,
4. a supporting budget,
5. a clear timeline, and criteria for recognition as a UNICEF "Child Friendly City".

To complete this phase of the UNICEF USA CFCI process, the El Paso Community Foundation will complete a Local Action Plan summary form to review with UNICEF USA along with the Local Action Plan itself. After the El Paso Community Foundation has reviewed and finalized the plan with the City and UNICEF USA, the Foundation and City will widely distribute the plan, including in a child-friendly way. If UNICEF USA affirms that requirements are met, the City will receive a certificate from UNICEF USA that designates the City as a UNICEF "Child Friendly City Candidate" and acknowledges the City's commitment to and active engagement in advancing child rights, a license pursuant to Section 5 to use the UNICEF Child Friendly City Candidate Logo as set forth in **Exhibit B** (defined below), and public acknowledgement from UNICEF USA.

4. **Implementing the Local Action Plan:** Working with and through its primary implementing partner, El Paso Community Foundation, City leaders as well as children and youth will implement their estimated two-year Local Action Plan, taking concrete steps to improve outcomes for children and youth. This will include efforts to develop or further strengthen at least one local governance strategy to promote sustainable systematic change for children. To implement the plan, UNICEF USA asks that the Foundation and City create an implementation workplan that outlines key indicators to show progress and results. As part

of the implementation plan, the Foundation and City will set mid-term benchmarks and choose a time for a mid-term progress review. During the mid-term progress review, the Foundation, the City, UNICEF USA, and an independent evaluator provided by UNICEF USA will assess where progress has been made and what supports may be needed to ensure the successful progress toward Child Friendly City Status. Every six months at least, the Foundation and City will communicate with the public (including with UNICEF USA, stakeholders and partners) about progress, opportunities and challenges in the implementation of the Action Plan. The CFCI executive committee and existing city structures will lead this work, with support from UNICEF USA and where possible, UNICEF USA clubs and supporters. **The City will continue implementation of the Action Plan even after the next administration and leadership of the City takes office.**

5. **Evaluating Results and Applying for Recognition:** Six months prior to the anticipated end of the implementation period, the El Paso Community Foundation, in coordination with the City, will engage in a progress review with UNICEF USA and an independent evaluator provided by UNICEF USA to assess where progress has been made and what supports may be needed to ensure the City's successful recognition. At the close of implementation, the Foundation and City will submit all necessary documentation to the independent evaluator provided by UNICEF USA, who will conduct an independent implementation evaluation of the Local Action Plan in coordination with the City and El Paso Community Foundation. Based on evaluation findings, if UNICEF USA affirms that requirements are met, the City will receive a certificate from UNICEF USA that recognizes it as a UNICEF Child Friendly City and acknowledges its accomplishments and ongoing commitment to active engagement in advancing child rights, a license pursuant to Section 5 to use the UNICEF Child Friendly City Logo as set forth in Exhibit B (defined below) for thirty-six (36) months and public recognition from UNICEF USA. UNICEF USA will make available an external-facing version of the independent evaluation that led to recognition of the City and County as a CFCI UNICEF Child Friendly City with a focus on the demonstrated results. UNICEF USA will make the evaluation available to the public upon request for transparency purposes.
6. **Renewal for Another Cycle:** Upon recognition as a UNICEF Child Friendly City, the City may renew their CFCI status for another cycle, helping to ensure sustainability of the Initiative and deepening its commitments and positive impacts for children and young people, by signing a new Memorandum of understanding (MOU) or an addendum to this MOU. As a recognized UNICEF Child Friendly City entering a second cycle, the City will refresh its readiness assessment to identify potential areas of improvement, renew commitments for the

City's stakeholder groups, refresh its Situation Analysis data and develop and adopt a new Local Action Plan to be implemented over an estimated two-year period, followed by an impact evaluation. The term of the license pursuant to Section 5 to use the UNICEF Child Friendly City Logo as set forth in Exhibit B will coincide with the length of the new Local Action Plan.

Section 2. UNICEF USA Responsibilities and Deliverables

UNICEF USA will provide the following support to the City:

1. Provide training and guidance on the requirements and execution of the CFCI process and implementing strategies.
2. Share useful research, guidance and tools relating to CFCI that may benefit the collaboration and implementation of the Local Action Plan.
3. Support the City in messaging and amplifying CFCI locally, such as with grassroots advocacy, engagement strategies, and communication materials, including a template press release, branding guidance, and standard language recommendations.
4. Promote the collaboration with the City on the UNICEF USA website and support media coverage of the collaboration when appropriate.
5. Support mobilizing UNICEF USA volunteers to support local CFCI activities upon request and as appropriate, as well as providing organizational support on collaborative projects or campaigns.
6. Facilitate a series of CFCI collaborative meetings to guide UNICEF USA's cohort of CFCI partner cities through the CFCI process.
7. Provide advice on program design needs for an effective monitoring and evaluation process.
8. Designate the city as a "UNICEF Child Friendly City Candidate" when the City adopts the Local Action Plan, with approval by UNICEF USA. Provide the city with the UNICEF Child Friendly City Candidate Logo as set forth in **Exhibit B**.
9. Provide recognition as a "UNICEF Child Friendly City" if, in UNICEF USA's judgement, agreed-upon criteria and objectives in the implementation of the Action Plan have been met, along with the provision of the UNICEF Child Friendly City Logo as set forth in Exhibit B.
10. The El Paso Community Foundation and City of El Paso UNICEF USA will identify project focal points for this collaboration. If either party changes focal points during the duration of this partnership, each partner, will notify the change in writing, as soon as possible.

Section 3. Term

The term of this MOU ("Term") shall be for a period of six (6) years from the Date this MOU is fully executed, ending on **11/03/2031**, subject to extension and renewal, unless sooner terminated pursuant to other provisions of this MOU. Before this collaboration ends, the partners will meet to review and discuss renewing our collaboration. The six-year term includes an estimated one year to complete the initial steps to adopt a plan, approximately two years to implement, and upon a successful independent evaluation, an initial three-year recognition period. Renewal of this agreement for another cycle may either be in the form of an amendment to this MOU or in a new agreement signed by the Parties as appropriate. Any obligations that do not arise until after the expiration or termination of the Term shall survive such expiration or termination.

Section 4. Grant of License

- a. UNICEF USA Grant of License. In connection with statements regarding the City's participation in the CFCI, and for no other purpose, and subject to the terms and conditions of this MOU, UNICEF USA grants to the City and to El Paso Community Foundation a non-exclusive, non-transferable license (i) to use the UNICEF and UNICEF USA Licensed Material set forth in **Exhibits A** in any City or El Paso Community Foundation Promotional Material upon designation as a "Child Friendly City Candidate" and (ii), upon recognition as a UNICEF Child Friendly City, to use the UNICEF Licensed Material as part of the CFCI Recognition Process set forth in **Exhibit B** in any City or El Paso Community Foundation Promotional Material as described in Section 1. The City and El Paso Community Foundation will ensure that each use of the UNICEF and UNICEF USA Licensed Material strictly conforms to UNICEF's global CFCI Logo Design Guidance as articulated in UNICEF USA's CFCI Brand Toolkit attached hereto as **Exhibit D**, which UNICEF USA will make available as an attachment to this MOU.
- b. The El Paso Community Foundation and the City of El Paso acknowledge that the UNICEF name, logo, and emblem, the Child Friendly Cities Initiative name and logo and other intellectual property owned by UNICEF (together the "UNICEF Properties") are the exclusive property of UNICEF and are protected under international law and other applicable laws. Likewise, the City of El Paso and El Paso Community Foundation acknowledge that UNICEF USA's name, logo, and emblem and other intellectual property owned by UNICEF USA (together the "UNICEF USA Properties") are the exclusive property

of UNICEF USA and are protected under applicable laws. UNICEF USA confirms that it has received the necessary approvals to sublicense the UNICEF and the Child Friendly Cities Initiative names, logos, and emblems, in connection with this MOU.

- c. The El Paso Community Foundation and the City acknowledge that the UNICEF and UNICEF USA Licensed Material may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation, nonpartisanship, and neutrality of UNICEF USA. Moreover, the UNICEF and CFCI name and logo are not to be used for personal enrichment or financial gain. With the exception of UNICEF's free-standing global website www.childfriendlycities.org, before hosting a link to any pages within the UNICEF global website (unicef.org), the City and El Paso Community Foundation must first secure permission from UNICEF by contacting Hannah Green, Assistant Director, Municipal and National Partnerships (hgreen@unicefusa.org), with a copy to cfcf@unicefusa.org. Breach of this Section 4 of the MOU is a breach of an essential term of this MOU. This Section will survive the expiration or termination of this MOU.
- d. El Paso Community Foundation Grant of License. Subject to the terms and conditions of this MOU, El Paso Community Foundation grants to UNICEF USA a non-exclusive, non-transferable license to use the El Paso Community Foundation Licensed Material in any UNICEF USA Promotional Material during the Term. In addition, notwithstanding the Term, El Paso Community Foundation grants to UNICEF USA a non-exclusive, non-transferable license to use the El Paso Community Foundation Licensed Material for the following institutional purposes: archival, informational, training and educational purposes, and financial or other reports.
- e. City Grant of License. Subject to the terms and conditions of this MOU, the City grants to UNICEF USA a non-exclusive, non-transferable license to use the City Licensed Material in any UNICEF USA Promotional Material during the Term. In addition, notwithstanding the Term, the City grants to UNICEF USA a non-exclusive, non-transferable license to use the City Licensed Material for the following institutional purposes: archival, informational, training and educational purposes, and financial or other reports.
- f. No Sublicenses. No party shall have any right to grant any sublicenses under this MOU without the prior written approval of the licensing party.

Section 5. Prior Approval

During this collaboration, the Parties to this MOU will seek prior approval for each proposed use of the other's logos, emblems or trademarks.

The City and El Paso Community Foundation shall submit to UNICEF USA for review and approval all City and El Paso Community Foundation Promotional Material that is to be shared publicly (on websites, social media, printed, etc.) in advance of external distribution. In the exercise of its judgment in good faith, and within fourteen (14) business days after receipt by UNICEF USA, UNICEF USA may, in its sole discretion, disapprove any City and El Paso Community Foundation Promotional Material on the grounds that it is inconsistent with the image of UNICEF USA or the charitable interests it serves or inaccurately represents the terms of the MOU. If UNICEF USA does not give notice in writing of its approval of any submission within fourteen (14) business days of receipt, approval shall be deemed not to have been given.

UNICEF USA shall submit to the City and El Paso Community Foundation all UNICEF USA Promotional Material in advance of use or distribution. In the exercise of its judgment in good faith, and within fourteen (14) business days after receipt by the City and El Paso Community Foundation, the City and El Paso Community Foundation may, in their sole discretion, disapprove any UNICEF USA Promotional Material on the grounds that it is inconsistent with the image of the City and El Paso Community Foundation or inaccurately represents the terms of the MOU. If the City and El Paso Community Foundation do not give notice in writing of its approval of any submission within fourteen (14) business days of receipt, approval shall be deemed not to have been given.

Section 6. Communication Materials and Media Outreach

Any communication and advocacy materials related to this collaboration will comply with UNICEF USA policies and standards and must be in accordance with UNICEF's global CFCI Logo Design Guidance for National Committees as articulated in UNICEF USA's CFCI Brand Toolkit attached hereto as **Exhibit D**. The City, El Paso Community Foundation, and UNICEF USA will collaborate on local media outreach and event strategies in advance. Branded products should reflect UNICEF's and UNICEF USA's values and should be impartial and apolitical. They should be inclusive of all children and show their diversity. The City, El Paso Community Foundation, and UNICEF USA will collaborate on local media outreach and event strategies in advance, to avoid duplicating any efforts and for awareness on both sides.

Section 7. Ethical Conduct and Child Safeguarding Policies and Procedures

- a. Ethical Conduct. Each party is committed to the highest standards of ethical conduct and each party has policies, procedures, and systems to help maintain those standards.
- b. Child Safeguarding Policies and Procedures. The City and El Paso Community Foundation acknowledge and agree to abide by the UNICEF USA Child Safeguarding Policy, attached hereto as **Exhibit E**.
- c. Notification. If any party becomes aware of any matters that may suggest a breach of this Section 8, the party will immediately inform the other parties, and the parties will discuss reasonable actions that may be taken to rectify such matters with a view to minimizing damage to the collaboration.

Section 8. Representations

- a. The City's Representations. The City represents that: (i) it possesses all rights to produce and distribute the City Promotional Material and to license the City Licensed Material and its actions will not infringe on the rights of any third party; (ii) it has the full and unencumbered right to enter into this MOU, to provide the data required by this MOU to UNICEF USA, and to perform fully its obligations under this MOU; and (iii) it has a privacy policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the performance of the activities contemplated under this MOU.
- b. El Paso Community Foundation Representations. El Paso Community Foundation represents that: (i) it possesses all rights to produce and distribute the El Paso Community Foundation Promotional Material and to license the El Paso Community Foundation Licensed Material and its actions will not infringe on the rights of any third party; (ii) it has the full and unencumbered right to enter into this MOU, to provide the data required by this MOU to UNICEF USA, and to perform fully its obligations under this MOU; and (iii) it has a privacy policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the performance of the activities contemplated under this MOU.

- c. UNICEF USA's Representations. UNICEF USA represents that: (i) it possesses all rights to license the UNICEF USA Licensed Material as provided herein without infringing on the rights of any third party; (ii) it has the full and unencumbered right to enter into this MOU and to perform fully its obligations under this MOU; and (iii) it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the performance of the activities contemplated under this MOU.

Section 9. Rights in Licensed Material

- a. Preservation of Value. The City of El Paso and El Paso Community Foundation acknowledges that there is great value to UNICEF and UNICEF USA in the UNICEF USA and UNICEF Licensed Material, UNICEF USA's and UNICEF's reputation, and the goodwill associated therewith. The City and El Paso Community Foundation shall do nothing to cause detriment to the UNICEF USA or UNICEF Licensed Material, reputation or goodwill of UNICEF USA and UNICEF.
- b. Title and Validity. Nothing in this MOU gives any party any interest or property rights in the Licensed Material of the other parties except the right to use the same as specifically set forth in this MOU.

Section 10. Information Sharing

During this collaboration, the parties may share non-public data, research or other proprietary information with other parties. When sharing such information, the party disclosing the information may impose additional reasonable conditions on its use, including conditions on further disclosure. The party receiving such information will comply with any such conditions.

Section 11. Resolving Disagreements

If the Parties to this MOU have disagreements about this collaboration, each party will work collaboratively to resolve them through amicable discussions.

Section 12. Termination

- a. Termination Upon Notice. Any party may terminate this MOU by giving thirty (30) days' prior written notice to the other parties.
- b. Other. If circumstances make the continued use of the UNICEF USA Licensed Material by the City and El Paso Community Foundation such that it could injure the goodwill or reputation of UNICEF USA, UNICEF USA shall have the right to immediately terminate the MOU upon written notice to the City and El Paso Community Foundation.
- c. Obligations of the City Upon Termination. Upon the expiration or sooner termination of this MOU or the license granted by this MOU, the City shall (1) discontinue using the City Promotional Material; (2) discontinue using the UNICEF USA Licensed Material; and (4) terminate all agreements which relate to the printing, manufacture, sale, or distribution of the City Promotional Material or of any other use of the UNICEF USA Licensed Material.

Section 13. Indemnification

UNICEF USA and Foundation shall defend, indemnify, and hold harmless the Parties from all claims, liabilities, judgments, losses, costs, penalties, damages and expenses (including reasonable attorneys' and other professional fees, whether or not litigation is instituted) paid or incurred by the other Party by reason of any activities relating to this MOU or by reason of any breach by either Party of its representations or warranties under this MOU. Notwithstanding the foregoing, no Party shall be required to indemnify the other to the extent that any claim, liability, judgment, loss, cost, penalty, damage or expense is found by a court of competent jurisdiction to be the result of negligence or willful misconduct.

Section 14. Costs

Each party shall meet its own costs of the collaboration, unless the parties set forth otherwise in a separate written agreement. Each party shall be fully responsible for its actions under this MOU and the actions of its respective staff, contractors, suppliers and consultants.

Section 15. No Joint Venture

Nothing in this MOU shall be construed to make the parties agents of each other, partners or joint venturers or to permit either party to bind the other party to any agreement. Each party is completely independent of each other and are collaborating in limited defined ways to help create urban environments that promote the achievement of children's rights.

Section 16. Severability

Whenever possible, each provision of this MOU shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this MOU should be invalid under applicable law, such provision or portion of such provision shall be ineffective to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of this MOU.

Section 17. Subject Headings

The subject headings of the Sections of this MOU are included for the purpose of convenience only and shall not affect the construction or interpretation of any of these provisions.

Section 18. No Waiver of Rights

All waivers must be in writing, and failure at any time to require other parties' performance of any obligation under this MOU shall not affect the right subsequently to require performance of that obligation. No waiver of any breach of any provision of this MOU shall be construed as a waiver of any continuing or succeeding breach of the provision or a waiver or modification of the provision.

Section 19. Written MOU to Govern

This MOU with attached Exhibits sets forth the entire understanding between the parties and supersedes all prior and contemporaneous discussions between the parties. This MOU cannot be modified except by written agreement of the parties.

Section 20. Assignability

Neither this MOU nor any right or obligation of the parties is assignable by any party in whole or in part, whether by operation of law or otherwise, without the written consent of the other parties. Any such attempted assignment shall be void.

Section 21: Notices and Other Communications

Every notice or other communication required or contemplated by this MOU shall be delivered either by (1) personal delivery, (2) postage prepaid return receipt requested certified mail, or (3) facsimile confirmed as received, followed by prepaid postage mail, addressed as follows:

To UNICEF USA:

UNICEF USA

125 Maiden Lane

New York, NY 10038

Danielle Goldberg, Managing Director, Community Alliance for Child Rights

dgoldberg@unicefusa.org

Hannah Green, Assistant Director, Municipal and National Partnerships (for day-to-day issues)

hgreen@unicefusa.org

With Copy to:

Jessica Leinwand, General Counsel, Jessica Leinwand, General Counsel,

jleinwand@unicefusa.org

To the City of El Paso:

Dionne Mack, City Manager

Richard Bristol, Deputy City Manager

300 N. Campbell St. 2nd Floor

El Paso, Texas 79901

BristolRX@elpasotexas.gov, citymanager@elpasotexas.gov

To El Paso Community Foundation:

XXX

Title

Attn: XX

Email: XX

With Copy to:

XXX

Title

Attn: XX

Email: XX

or at such other email address as the intended recipient subsequently shall designate in writing to other parties. Notice by certified mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent. All notices and other communication required or contemplated by this MOU delivered in person or sent by facsimile shall be deemed to have been delivered and received by the addressee on the date of personal delivery or on the date of confirmed transmission, respectively.

Section 22. Counterparts

This MOU may be executed in any number of counterparts. Each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument. Signature pages delivered by e-mail (in .PDF format) shall be considered binding.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below, effective as of the date first indicated above:

UNITED STATES FUND FOR UNICEF

CITY OF EL PASO

By: _____

Darla Silva

Title: Chief Program Officer

Date: _____

By: _____

Dionne Mack

Title: City Manager

Date: _____

EL PASO COMMUNITY FOUNDATION

Approved as to Form:

By: _____

Name: _____

Title: _____

Date: _____



Jesus A. Quintanilla
Assistant City Attorney

Exhibit A: UNICEF USA and UNICEF Licensed Material

Exhibit B: UNICEF Licensed Material as Part of the CFCI Recognition Process

Exhibit C: Licensed Material for City and El Paso Community Foundation

Exhibit D: UNICEF USA's CFCI Brand Toolkit

Exhibit E: UNICEF USA Child Safeguarding Policy

Exhibit A
UNICEF and UNICEF USA Licensed Material

The name “United States Fund for UNICEF” or “U.S. Fund for UNICEF” or “UNICEF” or “UNICEF USA” or “UNICEF UNITE” or “Child Friendly Cities Initiative”

The UNICEF logo and ‘for every child’ tagline are protected from unauthorized use by international law. UNICEF has also been granted trademark protection of the CFCI logo in the United States.

The CFCI brand is consisted of the CFCI logo, including the city arch and the text ‘Child Friendly Cities Initiative’. The objective of the Child Friendly Cities Initiative logo is to visually represent the spirit and work of the Child Friendly Cities Initiative. It aims to convey a positive relationship between cities and children, inspiring optimism, possibilities and action.

To do this, it includes a child-friendly cityscape, with buildings, but also trees and a bicycle that represents both mobility and play. A child with outstretched arms stands in the middle of this cityscape, simultaneously claiming her/his space in the habitat and emphasizing a child-centered approach. The arc of the cityscape evokes the shape of the planet Earth and also a sunrise, evoking optimism.

The cityscape arc and the name share a similar line making the logo clean and cohesive. The monotone cyan color of both add to the optimism of the logo, drawing the mind to the sky and also tying it in to the work of UNICEF, under whose direction the Child Friendly Cities Initiative primarily sits.

CFCI logo for general collateral:



Exhibit B: UNICEF Licensed Material as part of the CFCI recognition process

The CFCI logos cannot be locked up with other logos (such as City logos or local logos), but they may appear side by side with City logos.

UNICEF Child Friendly City Candidate Logo:

Usage of the Child Friendly City Candidate logo is granted to the City upon designation as a UNICEF Child Friendly City Candidate until the first recognition as a UNICEF Child Friendly City is given.



UNICEF Child Friendly City Logo (upon recognition as a UNICEF Child Friendly City):

Usage of the CFCI logo is granted to the City upon recognition as a Child Friendly City for a period of thirty-six months or up until the length of the subsequent Local Action Plan, should the City choose to renew.



Exhibit C

Licensed Material for City and El Paso Community Foundation

The name: City of El Paso

City Seal:



El Paso Community Foundation:

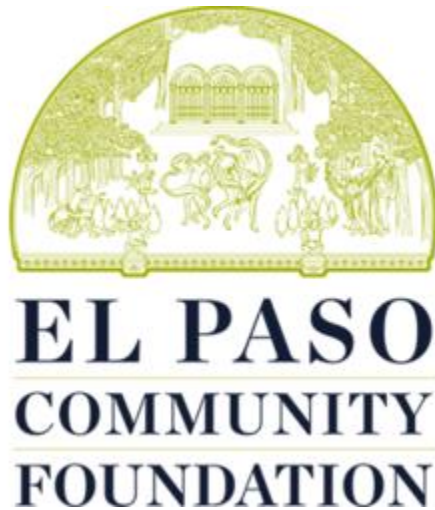


Exhibit D
CFCI Brand Toolkit

[Electronic CFCI Brand Toolkit](#) - *Last updated May 2024 and subject to annual review*

Exhibit E
Child Safeguarding and Participation Policy

[Child Safeguarding and Participation Policy Guidelines and Best Practices](#) - *Last updated November 2023 and subject to annual review*