

Hidalgo County Head Start Program Policy Council Agenda

DATE: April 17, 2013

SUBJECT: Discussion/ Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the University of Texas Pan American

RATIONALE/NEED: Memorandum of Understanding (MOU) is needed to continue providing Head Start services to children of the community.

RECOMMENDATION: Administration recommends approval.

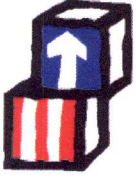
COST: There is no cost for the use of classrooms.

RELATED INFORMATION INCLUDED: Memorandum of Understanding and Memo

INITIATED BY: Ambrosio Tovar, Procurement Director 

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director 

PROGRAM DIRECTOR'S APPROVAL: 



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540-0117 ♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

To: Edmundo Garcia, Assistant Program Director

From: Ambrosio Tovar, Procurement Director *A. Tovar*

Date: May 6, 2013

Sub: Renewal of UTPA Memorandum of Understanding

We are submitting the UTPA Memorandum of Understanding (MOU) for approval for the next school year (2013-2014). The current MOU will expire on June 30, 2013.

If approved, this will be the fifth year that HCHSP would be in partnership with the University of Texas- Pan American. This MOU has been reviewed and approved by the County's legal counsel, Atlas, Hall & Rodriguez, on May 1, 2013.

Should you have any questions please let me know.

Thank you.

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas-Pan American
2013 – 2014

WHEREAS, the County of Hidalgo Acting by and through the Hidalgo County Head Start Program ("Head Start"), a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at The University of Texas-Pan American campus, hereinafter referred to as "University".

WHEREAS, the University desires to provide facilities for Head Start to provide its services to qualified children of the service area,

NOW THEREFORE, The University and Head Start agree as follows:

1. Classes

Head Start agrees to provide all personnel, supplies and equipment, during regular Head Start hours, in order to provide child development and daycare services for qualified children of the service area (the "Services"). Head Start will operate between the hours of 7:30 a.m. and 5:30 p.m. as needed in facilities provided and designated by the University at College of Education Model Lab Center. The University will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, and office space (the "Facility"); a minimum of three (3) reserved parking spaces for parents and a playground area to be used by the Head Start Program for a program defined above will also be provided.

2. Term

The term of this Memorandum of Understanding is for one (1) year commencing August 1, 2013 and terminating July 31, 2014.

3. Facilities

The University hereby agrees to provide two (2) classrooms located in the College of Education ("COE"), a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a playground area on a year round basis for Head Start to conduct its Early Childhood Development Program. Head Start agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Utility cost will be prorated by the parties based on the square footage occupied by Head Start. Head Start will also pay for all expenses associated with the maintenance of the Facility and seven (7) parking passes for the Head Start staff. Head Start shall coordinate all programs and schedules with the assigned Liaison of the University. Head Start assumes responsibility and liability arising from, associated with or in any way connected to the storage of all property of Head Start on the premises of the University. In connection therewith and not in any way

limiting the foregoing, Head Start expressly assumes all liability and responsibility for theft or damages to property of Head Start located on the premises of the University.

4. Insurance

At all times during the term of this Memorandum of Understanding, Head Start shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. Head Start agrees to carry insurance in the amounts shown below. Head Start will furnish the University with certificates of insurance covering all required policies.

- Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

- Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000

- Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name University as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of University. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to University.

5. Indemnification

TO THE EXTENT ALLOWED BY LAW, HEAD START WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM HEAD START'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF HEAD START, ANYONE DIRECTLY EMPLOYED BY HEAD START OR ANYONE FOR WHOSE ACTS HEAD START MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

TO THE EXTENT ALLOWED BY LAW, UNIVERSITY WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY HEAD START, AND HOLD HARMLESS HEAD START AND THE COUNTY, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM UNIVERSITY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF UNIVERSITY, ANYONE DIRECTLY EMPLOYED BY THE UNIVERSITY OR ANYONE FOR WHOSE ACTS THE UNIVERSITY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

6. Other

The University agrees to collaborate with Head Start through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in Head Start Model Lab Center to include: Early childhood Education, Bilingual Education and Special Education. Head Start agrees to allow the University to use the Head Start classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. Head Start agrees to allow the University to use the Head Start classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). Head Start agrees to allow University faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. Head Start will request

permission from Head Start parents whose children are participating in the COE Head Start Model Lab Center to be part of the naturalistic observation which takes place daily. The observation will be done through the one-way view windows in classrooms 1.404 and 1.406.

7. Termination

The University and Head Start shall have the right to cancel this Memorandum of Understanding for any reason upon thirty (30) day notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination as follows:

If to University: The University of Texas-Pan American
 1201 W. University Dr.
 Edinburg, TX 78539
 Attention: Martin Baylor
 Vice-President for Business Affairs

with copy to: The University of Texas-Pan American
 1201 W. University Dr.
 Edinburg, TX 78539
 Attention: Norma Dryer
 Director of Materials Management

If to Head Start: Hidalgo County Head Start Program
 P.O. Box 0117
 Edinburg, TX 78540
 Attention: Teresa Flores
 Executive Director

8. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this Memorandum of Understanding, Head Start agrees and acknowledges that University is entering into this Memorandum of Understanding in reliance on Head Start's special and unique knowledge and abilities with respect to the operation and management of the Services. Head Start accepts the relationship of trust and confidence established between it and University by this Memorandum of Understanding. Head Start will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of University in accordance with University's requirements and procedures, in accordance with the highest standards of Head Start's profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders.

9. Limited Access; Facility License

Head Start, its employees, representatives, agents, and subcontractors, will have the right to use and access only the Facility to perform the Services and will have no right to use or access any other University facilities. University will permit Head Start to use the Facility in accordance with the license contained in this Section. University licenses the Facility in its current, "as is" condition to Head Start for use by Head Start and its employees, representatives, agents, and subcontractors in the performance of the Services and for no other purpose. This is a non-exclusive license to use the Facility. University may enter the Facility at any time for any reason. No unlawful activities will be permitted in the use of the Facility. Head Start will comply with all Applicable Laws in connection with the use of the Facility. Head Start will cause all of its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

Head Start will not modify, alter or repair the Facility or any other University facilities without the prior written approval of University and with project management of renovations by University.

Head Start will not harm the Facility or make any use of the Facility that is offensive as determined by University. Upon expiration or termination of this Memorandum of Understanding for any reason, Head Start will remove Head Start Owned Equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Facility in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Head Start not removed within two (2) days following the termination will be deemed abandoned by Head Start and University may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Head Start.

Head Start will not suffer any mechanic's lien to be filed against the Facility or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Facility for Head Start. Nothing in this Memorandum of Understanding will be construed as the consent of University to subject University's estate in the Facility or adjoining facilities to any lien.

The Facility is sufficiently equipped for Head Start to provide the Services in accordance with the terms and conditions of this Memorandum of Understanding.

Date: _____

Date: _____

By: _____

Martin Baylor, VP for Bus Affairs
The University of Texas-Pan American

By: _____

Honorable Ramon Garcia
Hidalgo County Judge

Approved As to Form:
Oxford & Gonzalez

Date: _____

By: _____

Ricardo Gonzalez

By: _____

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Approved As to Form:
Atlas, Hall & Rodriguez, LLP

By:  _____

Stephen L. Crain

By: _____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved by Policy Council:

Approved by Commissioner' Court: