



## Hidalgo County Head Start Program Policy Council Agenda

**DATE:** August 14, 2013

**SUBJECT:** Discussion/ Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Community Development Corporation of Brownsville (CDCB), and Community Resource Group, Inc. (CRG)

**RATIONALE/NEED:** Memorandum of Understanding (MOU) is to improve the level of financial literacy of families by providing financial education and building upon the financial management skills of these families.

**RECOMMENDATION:** Administration recommends approval.

**COST:** There is no cost.

**RELATED INFORMATION INCLUDED:** Memorandum of Understanding

\*\*\*\*\*

**INITIATED BY:** Ambrosio Tovar, Procurement Director *A. Tovar*  
**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director *Edmundo Garcia*  
**PROGRAM DIRECTOR'S APPROVAL:** *Jessie Flores*

# A Memorandum of Understanding Between

*Hidalgo County Head Start Program*

*And*

*Community Development Corporation of Brownsville, And*

*Community Resource Group, Inc.*

The parties hereby bind themselves to undertake a Memorandum of Understanding (MOU) under the following terms and conditions:

## **I. PARTIES TO THE AGREEMENT**

This Memorandum of Understanding is made by and between:

- a. Community Development Corporation of Brownsville (CDCB);
- b. Community Resource Group (CRG); and,
- c. Hidalgo County Head Start Program (HCHSP)

## **II. PURPOSE OF AGREEMENT**

This MOU is intended to improve the level of financial literacy of families who utilize HCHSP's services. HCHSP, CDCB, and CRG will achieve this by providing financial education and building upon the financial management skills of these families.

## **III. GOALS AND OBJECTIVE**

CDCB and CRG agree to facilitate and/or coordinate the provision of financial education to the staff of the HCHSP Centers in the service area. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- a. CRG and CDCB agree to facilitate and/or coordinate financial education training opportunities to staff identified by HCHSP management.
- b. HCHSP agrees to coordinate training attendance by identified staff.
- c. HCHSP further agrees to incorporate the knowledge acquired by staff into the Family Engagement Outcomes
- d. HCHSP further agrees to have the staff and parents who participate in the financial education training either during training sessions or as part of the Family Engagement Outcomes to complete a pre- and post-assessment of knowledge and to fully share all information obtained through this process with CDCB and CRG. The data collected through this process will be utilized to determine the effectiveness of the training in transferring financial education information. Completion of the assessment tool will be a confidential process wherein the individual completing the form will not be identified by name (each participant may be assigned another form of identification).

## **IV. OBLIGATIONS OF THE PARTIES**

- a. CDCB and CRG shall perform the following obligations:
  - i. Provide a trainer.
  - ii. Provide the assessment tool document in English and Spanish to be used by participants.
  - iii. Continue to be available for further technical assistance for the period of this agreement.
- b. HCHSP shall perform the following obligations:
  - i. Coordinate attendance of identified staff in the training scheduled and any subsequent training agreed upon by the parties.

- ii. Facilitate the distribution and completion of a pre-and post-assessment document to training event attendees as well as parents who are provided financial education information as part of HCHSP Family Engagement Outcomes curriculum.
- iii. Provide a unique identification number for each participant.
- iv. Provide information from assessment processes to CDCB and CRG.

**V. CONFIDENTIALITY**

Subject to sub-clause below, each party shall be treated with strict confidentiality in regards to all information received or obtained as a result of entering into or performing this Memorandum of Agreement.

- a. Each party may disclose information which would otherwise be confidential if and to the extent:
  - i. Required by the law of any relevant jurisdiction;
  - ii. The information has come into the public domain through no fault of that party; or
  - iii. The other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after with and notice to the other party.

**VI. RELATION OF THE PARTIES**

The nature of relationship between CDCB, CRG and HCHSP is that of independent contractors.

**VII. CONSIDERATION**

This Agreement is being made in consideration of the following: Community Development Brownsville, Community Resources Group, Inc., and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

**VIII. REPRESENTATION AND WARRANTIES**

Each party to this Memorandum of Understanding represents and warrants to the other party that he/she/it:

- a. Have the full power, authority, and legal right to execute and perform this MOU.
- b. Has taken all necessary legal and corporate action to authorize the execution and performance of this MOU.
- c. This MOU constitutes the legal, valid, and binding obligations of each party in accordance with its terms, and
- d. Shall act in good faith to give effort to the intent of this MOU and to take such other actions as may be necessary or convenient to consummate the purpose and subject matter of this MOU.

**IX. TERMINATION**

This MOU may be terminated by either party upon receipt of a 30 day written notice, operation of law, or upon the end of the term of this agreement.

**X. GOVERNING LAW**

This MOU shall be governed by and construed in accordance with law of Texas.

**XI. REVIEW OF MEMORANDUM OF UNDERSTANDING**

The MOU will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change, including extension of time period.

**XII. TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this MOU shall be from the date executed by HCHSP, and will expire on August 31, 2014, unless terminated in accordance with the terms stated elsewhere in this Agreement. This

agreement will be reviewed annually and updated as needed to address services. This agreement will become effective upon the signatures of the approving officials of the respective agencies. This agreement may only be amended by mutual consent of all parties involved. Any amendment to this agreement must be done in writing and must be signed by all parties after which the amendment shall be incorporated into the agreement. The MOU will become effective immediately on the last date signed and dated by all parties. By signing the agreement each agency agrees to the terms.

**XIII. SIGNATURES**

\_\_\_\_\_  
Nick Bennett-Mitchell, Executive Director  
**Community Development Corporation  
of Brownsville**

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Squires, CEO  
**Community Resources Group, Inc.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Honorable Ramon Garcia  
**Hidalgo County Judge**

\_\_\_\_\_  
Date


\_\_\_\_\_  
Teresa Flores, Executive Director  
**Hidalgo County Head Start Program**

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr.  
**Hidalgo County Clerk**

Approved As To Form

By:  \_\_\_\_\_  
Stephen Crain, Attorney  
Atlas, Hall & Rodriguez, LLP

Approved As To Form

By: \_\_\_\_\_  
Ricardo González, Attorney  
Oxford & González, P.C.