



Hidalgo County Head Start Program Policy Council Agenda

DATE: April 20, 2016




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

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

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

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas Rio Grande Valley
2016–2017

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 Rio Grande Valley** 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 services for qualified children of the service area (the “Services”). **Head Start** will operate between the hours of 7:45 a.m. and 5:15 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, 2016 and terminating July 31, 2017.

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 janitorial 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 Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Martin Baylor
Vice-President for Business Affairs

with copy to: The University of Texas Rio Grande Valley
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

