

STATE OF TEXAS §
 §
COUNT OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN
HIDALGO COUNTY AND AVANCE, INC.**

This Memorandum of Understanding is made on this 13th day of Sept. 2016 by and between **HIDALGO COUNTY** by and through PRECINCT No. 2, hereinafter referred to as "COUNTY", with administrative offices located at 300 W. Hall Acres, Suite G, Pharr, TX 78577, and **AVANCE, INC.**, herein referred to as "AVANCE", located at 811 E. Bowie Ave., Alamo, Texas 78516.

The safety, health and general welfare of the citizens of Hidalgo County is a common objective of both parties. Further, it is the objective of AVANCE to collaborate with partners in the community to provide services to children and families, to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The aim of this Understanding is to establish an agreement for cooperative efforts in the community to establish a common goal in providing for the healthy development of children and families in HIDALGO COUNTY.

I. PROVISIONS OF SERVICES

The COUNTY has Community Resource Centers located in Alamo and San Juan. Through this Agreement the parties shall develop a cooperative program to provide services as follows:

The participation of COUNTY in this initiative shall consist of the following:

1. Support the goals and objectives of AVANCE's Fathers In Action/Padres Activos program.
2. Provide space to the Fathers In Action/Padres Activos and other AVANCE programs at County resource centers in Alamo and San Juan to help AVANCE facilitate programs.
3. Assist in the coordination of program-related activities and events.
4. Continue communication with the AVANCE Program Coordinator (verbal, written, and/or in person) about the overall success of the program activities when they include COUNTY.

The participation of AVANCE in this initiative shall consist of the following:

1. Identify and recruit participants interested in strengthening their skills in the area of fatherhood, healthy relationships, and job readiness/career advancement.
2. Track participation.
3. Schedule meetings, training, and/or conferences to ensure well-coordinated and effective delivery of program services.
4. Provide assistance to help eliminate participant barriers that can interfere with accessing Workforce services and/or securing employment.
5. Communicate with the Hidalgo County Precinct 2 representative (verbal, written, and/or in person) to provide updates on the overall success of the program.

None of the studies will put the Consenting Patient at any unnecessary risk. Potential risks to the patient associated with the research study are described in detail in the study Informed Consent

Document and will be explained to the patient prior to asking him/her to agree to participation in the study.

II. TERM OR AGREEMENT

The term of this agreement is for one year; it will begin on the September 14,2016 and end on Sept. 13, 2017.

III. COMPENSATION

COUNTY will receive no reimbursement from AVANCE for any services provided under the program. AVANCE will receive no reimbursement from COUNTY for any services provided.

IV. CONFIDENTIALITY

In the event this collaborative effort requires the mutual sharing of information made confidential by the laws of the State of Texas, information will only be exchanged as allowed by law.

V. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO AVANCE, Inc.:
Attn: James Keller, Regional Director
811 E. Bowie Avenue
Alamo, Texas 78516

TO COUNTY:
Hidalgo County Precinct #2
Attn: ****
300 W. Hall Acres St. G
Pharr, Texas 78577

VI. TERMINATION

This Agreement may be amended, modified or terminated by agreement of the parties. Further, the agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VII. LAW GOVERNING VENUE

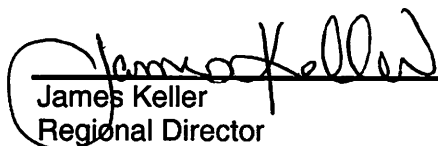
This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

VIII. LIABILITIES

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

AVANCE, INC.


James Keller
Regional Director

HIDALGO COUNTY TEXAS

Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo, JR. Hidalgo County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez

By: Josephine Ramirez-Solis
Assistant District Attorney