

Hidalgo County Head Start Program Policy Council Agenda

DATE: November 16, 2016

SUBJECT: Discussion/Approval of Interlocal Cooperation Agreement Between Hidalgo County Head Start Program and University of Texas Rio Grande Valley

RATIONALE/NEED: Interlocal Cooperation Agreement is needed to collaborate with the University of Texas Rio Grande Valley for the preparation of a comprehensive community assessment. The Hidalgo County Head Start Program “must” conduct a comprehensive community assessment at least once over the five year grant period as required by the Head Start Performance Standards {45 CFR 1302.11(b)(1)(2)} .

RECOMMENDATION: Administration recommends approval

COST: Head Start funds are available.

RELATED INFORMATION INCLUDED: Interlocal Cooperation Agreement

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Terresa Flores

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effective November ____, 2016 (“**Effective Date**”), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: Hidalgo County, a local government of the State of Texas

Performing Party: The University of Texas Rio Grande Valley, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to conduct a community assessment of the Hidalgo County Head Start Program (the “**Project**”). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“**services**”):

Conduct an annual community assessment (CA) for Hidalgo County Head Start, Program that will meet the requirements of 45 CFR Section 1302.11 of the *Head Start Performance Standards and Regulations*.

The scope of work covers the following tasks:

Task 1: Establish Work Group and Schedule

A CA work group will be created to guide the development of the CA. Receiving Party will select persons from their organization to guide the development of the CA. After the work group is established, a meeting will be held with the representatives to come up the schedule for the parent meetings to be conducted.

Task 2: Design Data Collection

Using 45 CFR Section 1302.11 guidelines on the information that the Receiving Party is required to collect and analyze, the CA work group will help identify the data needed, help identify other children’s programs that serve HS eligible children, help identify community resources for HS families, and help develop the survey for the parents and the community.

Task 3: Gather Data

Performing Party, working with the CA work group will collect the information needed for the CA. Data will be collected through an online survey and through parent meetings at selected centers. The CA work group will assist in distributing and getting parents and the community to participate in surveys, and/or meetings. Secondary data will also be gathered by Performing Party.

Task 4: Review and Analyze Data

Performing Party will analyze the information collected for the CA. Performing Party will create tables, charts and graphs to illustrate the data collected. Performing Party will enter and analyze the survey data collected using computerized statistical software. Performing Party will also prepare written summaries of focus group, parent, and or other meetings held with the grantee stakeholders.

Task 5: Create CA Report

Using the data analysis Performing Party will create the CA report, which will include recommendations for Receiving Party regarding the six identified areas outlined in the *Head Start Program Performance Standards and other Regulations*: 1) philosophy and program objectives 2) services and program options 3) recruitment area for grantee 4) recruitment area for each delegate 5) locations for centers and home-based programs and 6) criteria for recruitment and selection. A report will be delivered to Receiving Party no later than March 31, 2017.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in **45 CFR Part 1301.1, Head Start Program Performance Standards**, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The total amount of this Contract is \$5,000.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed under this Contract, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on March 31, 2017.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: Teresa Flores
 P.O. Box 0117
 Edinburg, Texas 78540
 Attention: Ms. Teresa Flores

with copy to: *Edmundo Garcia*
 P.O. Box 0117
 Edinburg, Texas 78540
 Attention: Mr. Edmundo Garcia

If to Performing Party: The University of Texas Rio Grande Valley
 Division of Research, Innovation and Economic Development

 ATTN: Research Liaison Officer
 1201 West University Drive
 Edinburg, TX 78539

with copy to: Michael Uhrbrock

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

 Teresa Flores
 P.O. Box 0117
 Edinburg, Texas 78540
 Fax: (956) 380-2588
 Email: teresa.flores@hchsp.org
 Attention: Ms. Teresa Flores

with copy to: Edmundo Garcia
 P.O. Box 0117
 Edinburg, Texas 78540

Fax: (956) 380-2588
Email: edmundogarcia@hchsp.org
Attention: Mr. Edmundo Garcia

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "Public Information Act"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

PERFORMING PARTY:

By: Teresa Flores
Title: Executive Director

By: Dr. Theresa A. Maldonado
Title: Sr. VP for Research, Innovation
and Economic Development

Date: _____

Date: _____

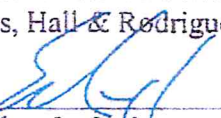
Honorable Ramon Garcia Date
Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

Approved As To Form:
Oxford & González, P.C.

By: 
Stephen L. Crain

By: _____
Ricardo González

Date Approved by Policy Council
Date Approved by Commissioner's Court