



# Hidalgo County Head Start Program Policy Council Agenda

**DATE:** May 15, 2019

**SUBJECT:** Discussion/Consideration and Action on Memorandum of Understanding (MOU) between Hidalgo County Precinct 4 and Hidalgo County Head Start Program to Occupy and Use the Building Located on 230 N. 86<sup>th</sup> Street, San Carlos, Texas 78539 for the Purpose of Having Classes Provided by Hidalgo County Head Start Program, At No Cost

**RATIONALE/NEED:** The Memorandum of Understanding (MOU) is to collaborate with The County of Hidalgo Precinct 4 to add one classroom to the San Carlos Head Start Center for the school years 2019-2021.

**RECOMMENDATION:** Administration recommends approval.

**COST:** There is no cost.

**RELATED INFORMATION INCLUDED:** Memorandum of Understanding

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**INITIATED BY:** Ambrosio Tovar, Procurement Director

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director

**EXECUTIVE DIRECTOR'S APPROVAL:**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Hidalgo County Head Start Program and**  
**The County of Hidalgo**  
**2019–2021**

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 County of Hidalgo**, hereinafter referred to as **“County”**.

WHEREAS, the **County** desires to provide a facility for the **Head Start Program** to provide its services to qualified children of the service area in **Hidalgo County Precinct No. 4**.

**NOW THEREFORE**, The **County** and Head Start agree as follows:

**1. Classes/Office Space**

**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 the facility provided and designated by the **County**. The **County** will designate one (1) classroom located at 134 N. 86<sup>th</sup> Street, Edinburg, TX (the **“Facility”**); to be used by the **Head Start Program** for program services as described herein.

**2. Term**

The term of this Memorandum of Understanding will commence May 15, 2019 and terminate, June 30, 2021, unless earlier terminated as provided herein.

**3. Facility**

The **County** hereby agrees to provide one (1) classroom located in at 134 N. 86<sup>th</sup> Street, Edinburg, TX, 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 in providing services. **Head Start** will also pay for all expenses associated with the janitorial maintenance of the **Facility**. **Head Start** shall coordinate all programs and schedules with the assigned Liaison of the **County**. **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 **County**. 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 **County**.

#### 4. Rent

The **County** and **Head Start** have agreed that in an effort to be good stewards of public funds and for the benefit of the citizens of **Hidalgo County** and the **Head Start Program**, the rent shall be \$0.00 for the term of the MOU payable in advance within ten (10) days following the execution of the MOU.

#### 5. 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 **County** 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 **County** as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of **County**. 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 **County**.

#### 6. Indemnification

TO THE EXTENT ALLOWED BY LAW, **HEAD START** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **COUNTY**, AND HOLD HARMLESS **COUNTY** AND THE **COUNTY 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, **COUNTY** 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 **COUNTY'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 COUNTY, ANYONE DIRECTLY EMPLOYED BY THE **COUNTY** OR ANYONE FOR WHOSE ACTS THE **COUNTY** 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.

**7. Other**

The **County** 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.

**8. Termination**

The **County** or **Head Start** shall have the right to terminate this Memorandum of Understanding for any reason or without cause upon thirty (30) days. 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 **Head Start**: Hidalgo County Head Start Program  
Attention: Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540

If to **County**: The County of Hidalgo  
Attention: Richard Cortez, County Judge  
P.O. Box 1356  
Edinburg, TX 78540-1356

With Copy to: Hidalgo County Precinct No. 4  
Attention: Commission Ellie Torres  
1051 Doolittle Rd.  
Edinburg, TX 78542

### **9. Standards of Performance; Applicable Laws**

Notwithstanding anything to the contrary contained in this Memorandum of Understanding, **Head Start** agrees and acknowledges that **County** 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 **County** 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 **County** in accordance with **County'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

**Governing Law:** This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

### **10. 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 **County** facilities. **County** will permit **Head Start** to use the **Facility** in accordance with the license contained in this Section. **County** 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**. **County** 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 **County** facilities without the prior written approval of **County** and with project management of renovations by **County**. Upon approval by **County**, all modifications and/or repairs to the facility will be at the expense of **Head Start**.

**Head Start** will not harm the **Facility** or make any use of the **Facility** that is offensive as determined by **County**. 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 thirty (30) days following the termination will be deemed abandoned by **Head Start** and **County** 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 **County** to subject **County'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.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **The County of Hidalgo** and **HCHSP** to provide the children the best services available.

***County of Hidalgo***

***Hidalgo County Precinct No. 4***

\_\_\_\_\_  
Honorable Richard Cortez  
Hidalgo County Judge

\_\_\_\_\_  
Honorable Ellie Torres  
Commissioner, Pct. 4

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***Hidalgo County Head Start Program***

\_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
Date

**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: