

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY
HEAD START PROGRAM.**

This Memorandum of Understanding, hereinafter, “Agreement” is made on this 29 day of September, 2020 by and between **THE COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as “COUNTY”, with administrative offices located at 100 E. Cano, 2nd Floor Edinburg, Texas 78539, and **THE HIDALGO COUNTY HEAD START PROGRAM**, hereinafter referred to as “HEAD START”, located at 1901 W. State Hwy. 107, McAllen, TX 78504; referred to collectively as “the Parties”.

I. MEMORANDUM OF UNDERSTANDING PURPOSE AND PROTOCOL

The County of Hidalgo, Texas is a subdivision of the State of Texas. The Hidalgo County Head Start Program is a U.S. Department of Health and Human Services program for early childhood education, health, and nutrition for low income children and their families. The Parties share a mutual goal of improving the health and welfare of the citizens of Hidalgo County.

The purpose of this MOU is to formalize that COUNTY will assist HEAD START in the procurement of goods and or services necessary for the construction of the Hidalgo County Head Start Program V Parking Lot Improvements Project, at Edinburg V Head Start Center 3500 E. FM 2812, Edinburg, TX 78542.

Responsibilities and Obligations of the Parties are as follows:

RESPONSIBILITY OF BOTH PARTIES

1. Each party warrants that it possesses adequate legal authority to enter into and perform this MOU;
2. Neither party shall have any liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual’s actions or omissions occurred. Each party is solely responsible for the actions and/or omissions of its own employees, officers, and agents. Where injury or property damage results from the joint or concurring acts and/or omissions of the Parties, liability, if any, shall be shared by each party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provisions hereof be deemed a waiver for any defenses available by law;
3. Each party agrees to communicate openly and effectively in a timely manner and in writing during, concerning and or effecting the procurement process, and designate an individual(s) to effectuate communication;
4. Each party agrees to cooperate with each other in the procurement process; and

5. It is understood that each party will respectively bear all of its own costs incurred in carrying out its responsibilities as set forth in this MOU.

COUNTY AGREES TO

1. Assist HEAD START with procuring necessary goods and services on its behalf for the construction of the Hidalgo County Head Start Program V Parking Lot Improvements Project, at Edinburg V Head Start Center 3500 E. FM 2812, Edinburg, TX 78542; and
2. Utilize and follow its normal standardized procurement process on behalf of HEAD START.

HEAD START AGREES TO

1. Provide COUNTY any information necessary in a timely manner in order for County to effectuate the procurement process; and
2. Accept items procured by COUNTY.

II. TERM OF AGREEMENT

The Term of this Agreement will be for one (1) year begin on September 29, 2020 and shall terminate on September 28, 2021 or upon the complete performance of agreement by both parties. This Agreement may be extended upon written agreement of the parties.

III. COMPENSATION

The Parties agree that neither will receive compensative from the other for providing Services pursuant to the terms of this Agreement.

IV. CONFIDENTIALITY

The Parties understand and acknowledge that some of the information provided during the Agreement may be subject to statutory prohibitions to disclosure and as such, is not to be disclosed to any party not subject to this agreement. Both Parties agree to maintain the confidentiality of the information in the same manner as the original custodian of records is so required. Both Parties agree and acknowledge that they may be required to maintain confidentiality of the information under the laws of the State of Texas and the United States, including but not limited to the *Texas Public Information Act*, *Health Insurance Portability Accountability Act (HIPAA)*, *Texas Medical Records Privacy Act (TMRPA)*, *Health Information Technology for Economic and Clinical Health (HITECH)*, *Communicable Disease Prevention and Control Act*, *applicable judicial decisions*, *Texas Attorney General opinions* and *Hidalgo County Policy*.. The confidentiality provisions above do not constitute a Data Use Agreement or a Business Associate Agreement (BAA), and do not supersede any requirements imposed on Business Associates (BA) as per HIPAA, HITECH, TMRPA or other applicable law to execute a BAA.

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 requested, to the following address:

TO HIDALGO COUNTY HEAD START PROGRAM:

First Last

Title

Organization

1901 W. State Hwy 107

McAllen, Texas 78504

TO COUNTY OF HIDALGO:

County Judge Richard F. Cortez

100 E. Cano, 2nd Floor

Edinburg, Texas 78539

VI. TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice, to the other party hereto of the intention to terminate.

VII. 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.

IX. MISCELLANEOUS

Governing Law: 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.

Nature of Relationship: Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The Parties shall maintain exclusive control, direction and management of their own employees, and the other shall have no rights with respect thereto.

Entire Agreement: This Agreement contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Additional Documents: The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as, are, or may, become necessary or convenient to effectuate and carry out the terms of this Agreement, including, but not limited to collaboration in the creation of shared forms.

Modification: This Agreement shall constitute the entire understanding of the Parties and shall supersede any prior agreement. This Agreement may be modified at any time in writing only by the mutual consent of both parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

Invalidity: In case 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 herein.

Non-Discrimination: The Agreement, all related activities and programs offered under this Agreement by the Parties shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or Hidalgo County policy, including and without limitation to race, color, national origin, religion, sex, age, veteran status, or disability, or any other protected class under law. Parties also agree to abide by the requirements of Title Vi of the Civil Rights Act of 1964 as amended.

Authority to Execute: The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Parties in accordance with its terms.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Contract, County may terminate this Contract upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable clauses are attached and incorporated by reference into this agreement should it be subject to Federal award.

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

COUNTY OF HIDALGO, TEXAS

Richard F Cortez, County Judge

HEAD START PROGRAM

Teresa Flores, Executive Director

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
David R. Cantu
Assistant District Attorney