

# Hidalgo County Head Start Program Policy Council Agenda

**DATE:** January 17, 2024

**SUBJECT:** Discussion/Approval for Hidalgo County Head Start Program to Enter Into A Memorandum of Understanding (MOU) For A Two (2) Year Term with the City of Donna

**RATIONALE/NEED:** This Memorandum of Understanding is for the collaboration between the Hidalgo County Head Start Program and the City of Donna for the use of the Donna Head Start facility located on 1715 Miller Ave, Donna, Tx.

**RECOMMENDATION:** Administration recommends approval.

**COST:** There is no Cost.

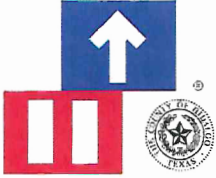
**RELATED INFORMATION INCLUDED:** Memorandum of Understanding

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

**REVIEWED BY:** Dr. Nereyda Cantu, Assistant Director

**PROGRAM DIRECTOR'S APPROVAL:** *[Signature]*



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**PROGRAM DIRECTOR'S APPROVAL:** 

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The City of Donna and**  
**Hidalgo County Head Start Program**

**THIS MEMORANDUM OF UNDERSTANDING**, hereinafter, “**MOU**” is made by and between the **HIDALGO COUNTY HEAD START PROGRAM**, a governmental entity, hereinafter referred to as “**Head Start**” and the **CITY OF DONNA, TEXAS**, a subdivision of the State of Texas, hereinafter referred to as the “**City**”, referred to collectively as “**the Parties**”, as follows:

**WITNESSETH:**

**WHEREAS**, **City**, a subdivision of the State of Texas.

**WHEREAS**, the Parties share a mutual goal to improve the health and welfare of the citizens of the **City**.

**WHEREAS**, the **Head Start** desires to provide facilities for **City** to provide services to community, in Donna.

**WHEREAS**, the purpose of this MOU is to formalize that the **Head Start** will assist **City** by providing a space for **City** to provide educational services as described herein.

**WHEREAS**, the Parties desire to enter into this MOU for a public purpose and believe that the constituents of the County will benefit from the terms of this MOU.

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

**1. Office Space**

**City** agrees to provide all personnel, supplies, and equipment, during regular **City** hours, to provide community services for citizens of the service area (the “**Services**”). **County** will operate between the hours 7:45 a.m. and 5:15 p.m. as needed in facilities provided and designated by the **City** at 1715 Miller Ave., Donna, TX. The **City** will designate the facility located at 1715 Miller Ave., Donna, TX., (the “**Facility**”); to be used by the **City** for community services as described herein.

## 2. Term

The term for this MOU is for two (2) years commencing February 1, 2024 (effective date), and terminating January 31, 2026, unless earlier terminated as provided herein.

## 3. Facility

The **Head Start** hereby agrees to provide one (1) portable building located in at 1715 Miller Ave., Donna, Texas, on a year-round basis for **City** to conduct its community services. **City** 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. **City** will also pay for all expenses associated with the janitorial maintenance of the **Facility**. **City** shall coordinate all programs and schedules with the assigned Liaison of the **Head Start**. **City** assumes responsibility and liability arising from, associated with, or in any way connected to the storage of all property of **City** on the premises of the **Head Start**. In connection therewith and not in any way limiting the foregoing, **City** expressly assumes all liability and responsibility for theft or damages to the property of **City** located on the premises of the **Head Start**.

## 4. Rent

The **City** and **Head Start** have agreed that to be good stewards of public funds and for the benefit of the citizens of **Donna** and the **County**, the rent shall be (\$10.00) and other valuable consideration recited herein 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 MOU, **City** 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. **City** agrees to carry insurance in the amounts shown below. **City** will furnish the **Head Start** 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, except Workers' Compensation and Employer's Liability, will be endorsed and name **Head Start** as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of **Head Start**. All policies except 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 **Head Start**.

## **6. Indemnification**

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

## 7. Other

The HEAD START agrees to collaborate with **City** through community service projects.

## 8. Termination

The **Head Start** or **City** shall have the right to cancel this MOU for any reason or without cause 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 Head Start:           The County Head Start Program  
                                  Attention: Irma Peña, Executive Director  
                                  P.O. Box 0117  
                                  Edinburg, TX 78540

If to **City**:                   City of Donna  
                                  Attn: David Moreno, Mayor  
                                  307 S. 12<sup>th</sup> Street  
                                  Donna, TX 78537

## 9. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this MOU, **City** agrees and acknowledges that **Head Start** is entering into this MOU in reliance on **City's** special and unique knowledge and abilities concerning the operation and management of the Services. **City** accepts the relationship of trust and confidence established between it and **Head Start** by this MOU. **City** will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of **Head Start** in accordance with **Head Start's** requirements and procedures, in accordance with the highest standards of **City's** profession or business and in compliance with all applicable national, federal, state, and local laws, regulations, and best practices.

**Governing Law:** This MOU 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

**City**, 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 **Head Start** facilities. **Head Start** will permit **City** to use the **Facility** in accordance with the license contained in this Section. **Head Start** licenses the **Facility** in its current, "as is" condition to **City** for use by **City** 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**. **Head Start** may enter the **Facility** at any time for any reason. No unlawful activities will be permitted in the use of the **Facility**.

**City** will comply with all Applicable Laws in connection with the use of the **Facility**. **City** will cause all its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

**City** will not modify, alter, or repair the **Facility** or any other **Head Start** facilities without the prior written approval of **Head Start** and with project management of renovations by **Head Start**.

**City** will not harm the **Facility** or make any use of the **Facility** that is offensive as determined by **Head Start**. Upon expiration or termination of this MOU for any reason, **City** will remove **City** 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 **City** not removed within thirty (30) days following the termination will be deemed abandoned by **City** and **Head Start** may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to **City**.

**City** 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 **City**. Nothing in this MOU will be construed as the consent of **Head Start** to subject **Head Start's** estate in the **Facility** or adjoining facilities to any lien.

The **Facility** is sufficiently equipped for **City** to provide the services in accordance with the terms and conditions of this MOU.

## **11. MISCELLANEOUS**

**Nature of Relationship/Independent Contractor:** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that partnership or joint venture or any association between the Parties, and any attempt 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 right with respect thereto.

**Non-Discrimination:** All related activities and programs offered under this MOU 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.

**Required Contract Provision for Contracts Subjects to Federal Award (if Applicable):** Pursuant to 2 CFR 200.326, a non-Federal entity's contract must contain the applicable provisions described in Appendix II 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable the provisions of Appendix II 2 CFR 200 are attached and incorporated by reference into this agreement should it be subject to Federal award.

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 **HIDALGO COUNTY HEAD START** and **The City of Donna** to provide the community the best services available.

This Agreement is executed by the below signed authorities and becomes effective upon the effective date referenced in section 2 above.

**The County of Hidalgo**

**City of Donna**

\_\_\_\_\_  
Richard F. Cortez, County Judge

\_\_\_\_\_  
David Moreno, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Hidalgo County Head Start Program**

\_\_\_\_\_  
Irma Peña, Executive Director

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**Approved As To Form:**

Ricardo González, P.C.  
DBA, Oxford & Gonzalez

\_\_\_\_\_  
Ricardo González

AI-

Date Approved by Policy Council:

Date Approved by Commissioner's Court: