

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS-PAN AMERICAN
AND HIDALGO COUNTY HEAD START PROGRAM**

THIS Agreement is made on this the 26th day of March, 2013, by and among **THE HIDALGO COUNTY HEAD START PROGRAM, TEXAS**, hereinafter referred to as “Program”, and **THE UNIVERSITY OF TEXAS-PAN AMERICAN**, hereinafter referred to as “UTPA.”

WITNESSETH:

WHEREAS, Program administers various grants for the benefit of the citizens of Hidalgo County; and

WHEREAS, Program is required to perform certain studies to assess the Early Head Start and Head Start Community Assessment; and

WHEREAS, UTPA, through its Data and Information Systems Center (“DISC”), possesses the skills, talent, expertise and personnel necessary to produce the studies required for Program’s Community Assessment; and

WHEREAS, UTPA, and Program have agreed to cooperate in production of such a study.

NOW, THEREFORE, UTPA and Program, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Program hereby retains the services of DISC for the development of a Head Start & Early Head Start Community Assessment study as required by the regulatory and funding sources for Program. (the “Project”)
2. DISC represents and warrants to Program that it has the necessary personnel, skills, talent and expertise to develop the needs assessment study in a form consistent with the requirements of Program’s funding and regulatory bodies.
3. Program agrees to pay UTPA against invoice the sum of Fifteen thousand dollars (\$15,000) for its services in developing the community assessment study, which half (\$7,500) is due within 30 days following invoice after the start of the Project and half (\$7,500) is due within 30 days following delivery of the Project study by UTPA to Program against invoice.

4. Program agrees to provide DISC with all guidelines and standards for the community assessment study.
5. UTPA acknowledges and agrees to comply with all applicable laws, rules and regulations governing the operation, including, but not limited to, equal opportunity standards, fair labor standards, and anti-kickback laws and regulations.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.
7. The term of this Agreement shall commence as of the day and year first above written and shall continue until delivery of the study, which delivery shall be on before the end of the August 2013.
8. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the Agreement. The parties intend this provision to be a continued right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.
9. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
10. No Waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

12. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
13. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder, shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Teresa Flores
Executive Director

Hidalgo County Head Start
P.O. Box 0117
Edinburg, Texas 78540

Martin Baylor
VP of Business Affairs

UTPA
1201 W. University Drive
Edinburg, Texas 78539-2999

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. Additional Documents. The parties hereto covenant and agree that they will execute 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.
15. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
16. Assignment. This Agreement shall not be assignable.
17. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning of interpretation of any provision or paragraph hereof.
18. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
19. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions,

ordinances or governing body action, and this Agreement constitutes this valid and enforceable obligations of the parties hereto in accordance with its terms.

20. Performance of Government Functions. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

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

The University of Texas-Pan American

Hidalgo County Head Start Program

By: _____
Martin Baylor
Vice President for Business Affairs

By: Teresa Flores
Teresa Flores, Executive Director

APPROVED BY
COMMISSIONERS' COURT
ON: 3/26/13

Approved As To Form

Atlas Hall & Rodriguez, LLP
By: SMH
Stephen Crain, Attorney
Atlas, Hall & Rodriguez, LLP

By: Ramon Garcia
Ramon Garcia, County Judge

Approved As To Form

[Signature]
By: _____
Ricardo Gonzalez
Ricardo Gonzalez, P.C.

By: Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk