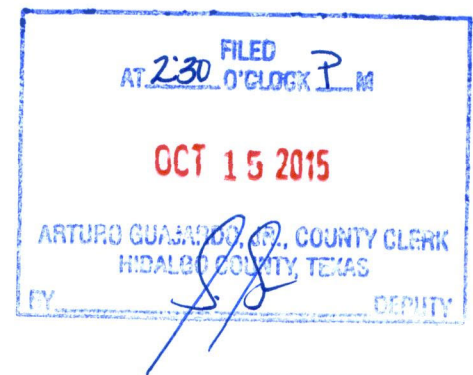


STATE OF TEXAS §
 §
HIDALGO COUNTY §



**MEMORANDUM OF UNDERSTANDING BETWEEN
HIDALGO COUNTY AND
TMC HEAD START/EARLY HEAD START**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the **HIDALGO COUNTY WIC (Women, Infant, and Children Program)** ("WIC") and TMC HEAD START/EARLY HEAD START ("TMC") for the purpose of providing services to the low income Head Start/Early Head Start families and children ages 0 month to 5 years who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating, and referrals to health care in the Starr County area only.

WHEREAS, TMC is Private/Public Non-Profit in the State of Texas, operating under the general laws of the State of Texas;

WHEREAS, County is a county in Texas;

WHEREAS, TMC will refer to Hidalgo County WIC Program, Head Start pregnant mothers or postpartum women, infants, and children from ages 0 month to 5 years, who are eligible for WIC services.

WHEREAS, WIC in Starr County will refer infants, toddlers, or pre-school children, who are in income-eligible, to TMC in Starr County if the need arises.
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NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between the parties to this MOU as follows:

1. WIC will provide services to TMC Head Start/Early Head Start families and children according to the WIC income guidelines and the residency requirements, and they will be individually determined whether they are "nutritional at risk" by a health professional; and
2. WIC will collaborate with TMC in providing training and technical assistance to staff, parents, and families.
3. The Hidalgo County WIC Program's target population (low income and nutritionally at risk) from the TMC HS/EHS Program are the following:
 - Pregnant women (through pregnancy and up to 6 weeks after birth or after pregnancy ends)
 - Breastfeeding women (up to infant's 1st birthday)
 - Non-breastfeeding postpartum women (up to 6 months after the birth of an infant or after pregnancy ends)

- Infants (up to their 1st birthday)
- Children up to their 5th birthday

4. The following benefits are to be provided by WIC to the WIC Program participants from TMC:

- Supplemental nutritious foods
- Nutrition education and counseling at the Hidalgo County WIC Program clinics
- Screening and referrals to other health, welfare, and social services
- Provide WIC information as required by the Agriculture Risk Protection Act for distribution to all parents/guardians of Head Start/Early Head Start participants.

5. Period of Agreement/Amendments: This agreement, which is non-binding, will be reviewed annually and is good for five years unless amendments are proposed as needed.

6. Coordination: TMC will continue to collaborate with the WIC in providing nutritional foods, information on healthy eating, and referrals for health care. Coordination of services will depend upon program guidelines and the availability of funds.

7. Contact Persons: Designated Hidalgo County WIC Program and TMC HS/EHS personnel may be contacted as needed.

Certification: This partnership agreement establishes the framework for cooperative interaction and on-going partnership between the TMC and WIC.

8.

9. **Assignment.** No other assignment or transfer of this space to any other party is allowed without the prior written consent of the County.

10. **Breach.** If either party fails to carry out any provisions of this MOU, the other party shall notify the offending party of such breach and the breach shall be corrected within ten (10) days. Upon failure to correct, this MOU is thereafter automatically terminated. Nothing contained herein constitutes a waiver of the right to either party to damages occasioned by such breach. Provided further that no promises herein shall be deemed to constitute a waiver of any immunity available to the County.

11. **Amendments.** This MOU shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

12. **Texas Law to Apply.** The provisions of this MOU will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

13. **Notice.** Except as may be otherwise specifically provided in this MOU, 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:

If to TMC:

If to WIC:

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.

EXECUTED on this _____ day of _____ 2015, to be effective as of

TMC HEAD START/EARLY HEAD START

COUNTY OF HIDALGO

Cesar Sotelo, TMC
Interim Chief Executive Officer

Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 9/29/15 gmb

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk

APPROVE AS TO FORM:

Atlas, Hall & Rodriguez, LLP

Stephen L. Crain
By: Stephen L. Crain

September 29, 2015



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 29, 2015
9:30 A.M.**

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NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the court and audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the audience in Prayer.

4. Approval of Consent Agenda

The court moved to approved the Consent Agenda for the exception of Items. 2.F., 12.O. and 12.H. to be pulled for discussion.

Court proceeded to Item. 12.C.

5. Open Forum

Commissioner Cuellar stepped away from meeting.

Fern McClaugherty manifested her wish to stop the construction of the new courthouse until there's more money available. She also expressed her support for raising salaries for the Sheriff's Department. Ms. McClaugherty also criticized the way the court spend and invest the money.

Commissioner Cuellar joined the meeting.

Andrea Landeros, ARISE, cordially invited Commissioners Eduardo "Eddie" Cantu and A.C. Cuellar to a meeting set for discussion of the Donna Lake. Meeting will be held October 14, 2016 from 9:00 a.m. to 2:30 p.m.

Maria Gomez with LUPE and LUCHA Program came to court to ask for the support of a resolution that will give parents of U.S. citizens the opportunity to work in the United Sates.

Eva Carranza came to thanked Planning Director T.J. Arredondo and Judge Garcia in regards to the workshop meeting that took place on September 23.

Opal Billman spoke to the court in reference to her divorce case in which she lost her private community property. She stated that their property was sold illegally to third parties.

Eddie Olivarez came to encourage the community to take the flu shot.

September 29, 2015

1. **AI-51279** Requesting authority to continue 2nd of 3yr maintenance agreement term for the original purchase of hardware, software thru PO 713286 issued on 08/18/2014 thru SHI Government Solutions thru our membership/participation with DIR-SDD 2503 in the amount of \$38,516.10 thru requisition 282859.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

E. Health & Human Services Dept.

1. **AI-51435** Appointment and/or designation by Commissioners' Court of an evaluation committee to evaluate and score RFQ-2015-309-09-16-MEG " the Statements of Qualifications received for "Chief Physician/Health Authority for Hidalgo County Health and Human Services Department", as referenced in procurement packet.

No committee, instead having the Purchasing Department together with Eddie Olivarez designate a person in order to review and make sure that it qualifies.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

F. WIC

1. **AI-51478** Requesting approval of the Memorandum of Understanding between TMC Head Start/ Early Head Start Program and Hidalgo County WIC Program for the purpose to provide services to low income Head Start families and children in the Starr County area.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

G. Colonia Access Program Pct. 1

1. **AI-51437** Presentation for discussion, consideration, and action on a recommendation by project engineer LeFevre Engineering & Management Consulting, LLC to award to lowest bidder meeting all specifications: REIM Construction, Inc. in the amount of \$111,364.25 for Bid No. CAP-15-223-07-01-YSS "Road & Drainage Construction for Lorenzana Subdivision".

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

H. Sheriff's Office

1. **AI-51484** Requesting approval of Supplemental Agreement No. 3 to the current agreement (C-13-133-07-09), with Chanin Engineering for the "Adult Detention Center and Law Enforcement Facility Repairs" to reflect an extension of time.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously