



AGREEMENT BETWEEN
WEBB COUNTY, TEXAS ("WEBB")
& TEXAS MIGRANT COUNCIL, INC. ("TMC")

This Agreement is hereby entered by and between WEBB COUNTY, TEXAS ("WEBB"), a political subdivision of the State of Texas, acting by and through its authorized representative, and TMC, a Texas nonprofit corporation, acting, by and through its Management Team Lead.

The purpose of this Agreement is to document the contractual relationship between WEBB and TMC, wherein TMC will set up, implement, and operate two (2) classrooms and other facilities for the Early Head Start program of Webb under Dept of Health and Human Services Administration for Children and Families No. 06SA0929/01 (the Award"), during the term set forth herein and in accordance with the terms set forth herein.

The term and conditions set forth herein constitute the entire agreement between Webb and TMC, and may not be modified or amended except by and through a written instrument executed by the Management Team Lead of TMC, and the authorized representative of Webb.

A. Program Description

Webb was provided certain funds by the Department of Health and Human Services Administration for Children and Families through the Award for the purpose of establishing and operating an Early Head Start program for the benefit of the residents of Webb County, Texas. Per the Award, Webb is authorized to contract with a third party for the purpose of delegating to the third party the responsibility to set up and operate all or a portion of the Early Head Start program. Through this Agreement, Webb has contracted with and delegated to TMC the rights and benefits it has under the Award for the purpose of establishing and operating the Early Head Start program to service 16 Early Head Start children, as described in the Award with services including providing meals for the children throughout the year, and in accordance with the terms of this Agreement Pursuant to this Agreement, TMC will set up and use two (2) classrooms for the Early Head Start program.

B. Term of Agreement and Contract Sum

The term of this Agreement shall be from September 1, 2014 to August 31, 2015. The term shall commence when TMC receives a duly executed original of this Agreement.

The compensation to be provided to TMC for the services to be provided for the benefit of Webb herein totals \$ 202,974 (the "contract sum").

The award funds dedicated for this program, or \$202,974, will be the compensation to be paid to TMC by Webb for the services to be provided to the 16 children described above during the Term. The \$202,974 shall be paid by Webb to TMC through weekly drawdown requests submitted by the

TMC to Webb, in writing, to the address listed below. Webb shall pay to TMC the drawdown requested on or before five (5) business days from the date such drawdown request is submitted by TMC to Webb.

This Agreement shall become effective on the date that both TMC's Management Team Lead and Webb's authorized representative executes this Agreement. The Agreement shall remain in effect as of the official award letter of Early Head Start Program and terminate on August 31, 2015, unless sooner terminated in accordance with the terms herein.

TMC reserves the right to designate such appropriate staff that it deems necessary and required to provide the services set forth in this Agreement. TMC reserves the right to alter or amend the schedule of services in the event it is delayed, by no fault of its own, in providing the personnel necessary for rendition of services under this Agreement. In addition, TMC will use its Eligibility, Recruitment, Selection, Enrollment, Attendance System (ERSEA) to implement Head Start federal regulations and guidelines in recruiting and selecting the persons it will serve hereunder. TMC will follow the terms of its Proposal to Webb County by which it was granted or awarded this portion of the Early Head Start program from Webb, for rendition of services herein, and which is incorporated herein by reference.

In the event that payment is not tendered to TMC as provided above, the same shall constitute an event of default hereunder, entitling TMC to all remedies available to it for breach of this Agreement, including the right to terminate this Agreement immediately. Notwithstanding the foregoing, in the event that TMC does terminate this Agreement for nonpayment, Webb shall remain obligated to pay to TMC any and all costs and damages incident to and which derive from the result of a breach of this Agreement by Webb. Damage and costs may include, but are not limited to, drawdown requests not paid through date of rendition of services, payroll expenses, attorney's fees, court cost, and other expenses.

Webb represents to TMC that it is fully authorized to contract with TMC for the purpose of delegating to it the duties and obligations of Webb under the Award.

C. Indemnification

To the extent authorized by law, in consideration of the performance by both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants and employees of the other party from and against any and all claims and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in the performance of this Agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from its own negligent acts or omissions.

D. Confidentiality of Student Records

All records relating to children and families which are generated or maintained by any employee of the Program shall be considered education records, regardless of where such records were generated. TMC shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA, and TMC Board Policy. TMC shall not release education records to any third party without prior written consent by the child's parent or other person in lawful control of the child, except as otherwise permitted by law.

E. Notices

Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

TO: Webb County, Texas
Attn: Danny Valdez, Webb County Judge
1000 Houston St. 3rd Floor
Webb County Courthouse
Laredo, Texas 78040

TO: Texas Migrant Council, Inc.
Attn: John Gonzales, Management Team Lead
5215 McPherson Ave.
Laredo, Texas 78041

F. General Conditions

- The Parties represent that the persons who have executed this Agreement are duly authorized and have the authority to execute this Agreement in their individual or representative capacity as indicated.
- This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- This Agreement, any duties hereunder, or interest, may not be assigned or delegated by either Party without the prior written consent of the other Party. Any assignment or delegation made in violation of this provision is voidable.
- This Agreement constitutes the entire agreement and understanding of the parties. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
- If any term of this Agreement is found to be void or invalid, such findings shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The Parties further agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

This Agreement shall be construed in accordance with the laws of the State of Texas.

This Agreement was approved by the Webb County Commissioners Court at a duly noticed public meeting on _____. Additionally, the Parties have duly approved this Agreement as evidenced by the signatures below.

WITNESS OUR HANDS,

WEBB COUNTY, TEXAS

By:

Danny Valdez, Webb County Judge

Texas Migrant Council, Inc.

By:

John Gonzales, Management Team Lead

ATTESTED:

Margie Ramirez Ibarra, Webb County Clerk

APPROVED AS TO FORM:

Marco A. Mentemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**