

AMENDED AGREEMENT BETWEEN
WEBB COUNTY, TEXAS (“WEBB”) EHS-CHILD CARE PARTNERSHIP
& Kristina Renee Gonzalez Guerra DBA, Crayon Company

This Agreement is hereby entered by and between WEBB COUNTY, TEXAS (“WEBB”) Early Head Start Child Care Partnership (EHS-CCP), a political subdivision of the State of Texas, acting by and through its authorized representative, and Crayon Company a Private for profit, acting, by and through its owner Kristina Renee Gonzalez Guerra.

The purpose of this Agreement is to document the contractual relationship between WEBB and Crayon Company, wherein Crayon Company will set up, implement, and operate Four (4) classrooms for the Early Head Start Child Care Partnership of Webb under Dept of Health and Human Services Administration for Children and Families No. 06HP0006/01 (“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 Crayon Company, and may not be modified or amended except by and through a written instrument executed by the owner Kristina Renee Gonzalez Guerra of Crayon Company, 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 EHS Child Care Partnership 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 EHS Child Care Partnership. Through this Agreement, Webb has contracted with and delegated to Crayon Company the rights and benefits it has under the Award for the purpose of establishing and operating the Early Head Start Child Care Partnership to service 32 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, Crayon Company will set up and use four (4) classrooms for the Early Head Start Child Care Partnership.

B. Term of Agreement and Contract Sum

The term of this Agreement shall be from March 1, 2015 to August 31, 2016. The term shall commence when Kristi-Lin’s receives a duly executed original of this Agreement.

The compensation to be provided to Crayon Company for reimbursement for teacher salaries to be provided for the benefit of Webb herein totals no more than \$106,808. Webb will compensate Crayon Company for reimbursement of utility bills, such as water, telephone and electric bills. Request for reimbursement must be supported by utility bills not to exceed \$400 per month per classroom.

The awarded funds dedicated for this program will be the compensation to be paid to Crayon Company by Webb for the services to be provided to the 32 children described above during the Term. The funds shall be paid by Webb to Crayon Company through bi-weekly drawdown requests submitted by the Crayon Company to Webb, in writing, to the address listed below. Webb shall pay

to Crayon Company the drawdown requested on or before Thirty (30) business days after County Auditors approval of such drawdown request is submitted by Crayon Company to Webb.

This Agreement shall become effective on the date that both Crayon Company owner and Webb's authorized representative executes this Agreement. The Agreement shall remain in effect as of the official award letter of EHS Child Care Partnership and terminate on May 30, 2016, unless sooner terminated in accordance with the terms herein.

Crayon Company reserves the right to designate teaching staff that it deems necessary and required to provide the services set forth in this Agreement. Crayon Company will abide by EHS-CCP 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. Crayon Company will follow the terms of its Proposal to Webb County by which it was granted or awarded this portion of the EHS Child Care Partnership from Webb, for rendition of services herein, and which is incorporated herein by reference.

Webb represents to Crayon Company that it is fully authorized to contract with Crayon Company 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. Crayon Company 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 Board Policy. Crayon Company 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: Webb County Judge, Tano E. Tijerina
1000 Houston St. 3rd Floor
Webb County Courthouse
Laredo, Texas 78040

TO: Kristina Renee Gonzalez Guerra
3519 Pine St.
Laredo, Texas 78046

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.

G. Acknowledgment

To the Extent required by law this contract and any payments are subject to and may be disclosed pursuant to the Texas Public Information Act; Tex. Gov. Code 552.

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 July 27, 2015. Additionally, the Parties have duly approved this Agreement as evidenced by the signatures below.

**WITNESS OUR HANDS,
WEBB COUNTY, TEXAS**

By:

Crayon Company Owner

Tano E. Tijerina, Webb County Judge

Kristina Renee Gonzalez Guerra

ATTESTED:

Margie Ramirez Ibarra, Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
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).**