

AGREEMENT BETWEEN
WEBB COUNTY, TEXAS ("WEBB") EHS- CHILD CARE PARTNERSHIP
& Dr. Miroslava Vargas DBA, Education Center Aura. Inc.

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 Education Center a Private for profit, acting, by and through its owner Dr. Miroslava Vargas.

The purpose of this Agreement is to document the contractual relationship between WEBB and Education Center, wherein Education Center will set up, implement, and operate seven (7) 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 Education Center, and may not be modified or amended except by and through a written instrument executed by the owner Dr. Miroslava Vargas of Education Center Aura, Inc. 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 Education Center 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 56 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, Education Center will set up and use seven (7) 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 Education Center receives a duly executed original of this Agreement.

The Webb County Early Head Start Care Partnership grant will compensate each partner as follows:

- \$25 per day per "non-subsidized" child for each service day offered during the term of this agreement.
- \$25 per day per subsidized child per day during which the subsidy does not reimburse for service during the term of this agreement.
- Copayments for subsidized children (rate varies per child) offered service during the term of this agreement
- Support staff as needed
- \$400 per classroom used for housing Head Start children

The awarded funds dedicated for this program will be the compensation to be paid to Education Center by Webb for the services to be provided to the 56 children described above during the Term. The funds shall be paid by Webb to Education Center through bi-weekly drawdown requests submitted by the Education Center to Webb, in writing, to the address listed below. Webb shall pay to Education Center the drawdown requested on or before Thirty (30) business days after County Auditors approval of such drawdown request is submitted by the Education Center to Webb.

This Agreement shall become effective on the date that both Education Center 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 August 31, 2016, unless sooner terminated in accordance with the terms herein.

Education Center reserves the right to designate teaching staff that it deems necessary and required to provide the services set forth in this Agreement. Education Center 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. Education Center 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 Education Center that it is fully authorized to contract with Education Center 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. Education Center 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. Education Center 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: Dr. Miroslava Vargas
412 Concord Hills
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. Termination of Agreement by Either Party

Either party may terminate this lease at any time by serving upon the other party in the manner hereinafter provided, a written notice of its election so to terminate, which said notice shall be served at least 60 days prior the date in said notice named for such termination.

H. 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 _____. Additionally, the Parties have duly approved this Agreement as evidenced by the signatures below.

WITNESS OUR HANDS,

WEBB COUNTY, TEXAS

By:

Tano E. Tijerina, Webb County Judge

Dr. Miroslava Vargas

By:

Education Center Owner

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).**