

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is made and entered into as of March 21, 2024 (the "Effective Date") by and between Essential Elements, LLC, a Maryland limited liability company with a mailing address of 101 N 3rd St, Suite 400, Wilmington, NC 28401 ("ESSENTIAL ELEMENTS, LLC") and Webb County, a political subdivision of the State of Texas, for benefit of Webb County Head Start, with a mailing address of 5904 West Drive, Units 6 & 7, Laredo, Texas 78041 ("CLIENT").

WHEREAS, CLIENT is in the business of providing educational services, and ESSENTIAL ELEMENTS, LLC is engaged in the business of providing Training and Technical Assistance Services; and

WHEREAS, CLIENT desires to engage ESSENTIAL ELEMENTS, LLC to provide Training and Technical Assistance Services; and

WHEREAS, ESSENTIAL ELEMENTS, LLC desires to provide Training and Technical Assistance Services to CLIENT subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ESSENTIAL ELEMENTS, LLC and CLIENT hereby agree as follows:

1. Description of Services: ESSENTIAL ELEMENTS, LLC agrees to provide Training and Technical Assistance Services to CLIENT and others as requested, as more fully outlined in Exhibit A (Scope of Work), attached hereto and incorporated herein by reference as if set out in full for all intents and purposes.
2. Compensation; Expenses:
 - a. CLIENT agrees to compensate ESSENTIAL ELEMENTS, LLC in the amount of \$9,500 (the "Compensation") for the Training and Technical Assistance Services set forth in Exhibit A. There are no travel expenses as the work will be done long distance (via phone and email).
 - b. The total payment (\$9,500) will be paid upon receipt of the finished product (as outlined in the Scope of Work in Exhibit A) within five (5) business days after CLIENT's receipt of ESSENTIAL ELEMENTS, LLC' invoice.
 - c. The Compensation received under this Agreement shall be the sole compensatory fee received for the Training and Technical Assistance Services rendered.
 - d. CLIENT recognizes that timely payment is a material part of this Agreement. All payments are subject to the Texas Prompt Payment Act. Client shall be liable for any costs incurred by ESSENTIAL ELEMENTS, LLC, including reasonable attorneys' fees, in collecting unpaid payments.

3. Term and Termination:

- a. This Agreement shall be effective as of the date hereof and shall terminate upon the completion of the Training and Technical Assistance Services.

- b. The Parties expect that ESSENTIAL ELEMENTS, LLC will commence providing its Training and Technical Services no later than April 1, 2024 and will complete not later than May 28, 2024.
- c. This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party. Irrespective of whomever shall effect termination, CLIENT shall, within thirty (30) days of termination, pay Essential Elements, LLC for any portion of its Training and Technical Services rendered and all Compensable Expenses incurred up to the time of termination, as well as those costs associated with the termination itself, in accordance with the Compensation fee as set out above and expense reimbursement policy.
- d. In the event that CLIENT cancels this Agreement with less than thirty (30) days written notice before the Commencement Date, CLIENT will be responsible for paying the full Compensation to Essential Elements in addition to any Compensable Expenses incurred by Essential Elements, LLC.

4. Mutual Indemnification:

- a. ESSENTIAL ELEMENTS, LLC hereby indemnifies, defends and forever holds harmless CLIENT, and its officers, directors, members, partners, employees, agents and servants (collectively, "CLIENT Indemnitees") from and against any and all claims, liabilities, losses, demands, fines, penalties, actions, judgments or other expenses (including, but not limited to, defense costs and reasonable attorneys' fees and costs) imposed upon any CLIENT Indemnitee arising from any negligence or willful misconduct, acts or omissions of Contractor.
- b. CLIENT will defend from and against any and all claims, liabilities, losses, demands, fines, penalties, actions, judgments or other expenses (including, but not limited to, defense costs and reasonable attorneys' fees and costs) imposed upon Essential Elements, LLC arising from any gross negligence or willful misconduct, acts or omissions of the CLIENT or its officers, directors, members, partners, employees, agents and servants.

5. Independent Contractor: The parties to this Agreement intend that ESSENTIAL ELEMENTS, LLC shall be an independent contractor and not an employee or joint venture of CLIENT. Except as otherwise provided herein, ESSENTIAL ELEMENTS, LLC shall have sole control over the details of, and the manner and means of performing, its duties. ESSENTIAL ELEMENTS, LLC shall not be entitled to receive any of the benefits provided by CLIENT to its officers or employees, and ESSENTIAL ELEMENTS, LLC shall be responsible for the payment of its income tax, F.I.C.A., and other applicable taxes and insurance premiums.

6. Delay/Changes: ESSENTIAL ELEMENTS, LLC shall not be liable for delays or failure to perform its Training and Technical Assistance Services caused directly or indirectly by circumstances beyond ESSENTIAL ELEMENTS, LLC's control, including but not limited to, acts of god, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions or delays resulting from actions or inactions of any third parties, or inability of others to obtain material, labor, equipment, or transportation.

7. Assignment of Intellectual Property Rights: CLIENT and ESSENTIAL ELEMENTS, LLC

agree that all intellectual property rights, including copyrights, trademark rights (including the goodwill associated with such trademarks) and/or patent rights to any materials or other work product of ESSENTIAL ELEMENTS, LLC produced for CLIENT or in conjunction with CLIENT shall be assigned to ESSENTIAL ELEMENTS, LLC and shall constitute the sole property of ESSENTIAL ELEMENTS, LLC, and CLIENT hereby assigns any and all such intellectual property rights to ESSENTIAL ELEMENTS, LLC.

8. Confidentiality. All information presented to ESSENTIAL ELEMENTS, LLC in the course of its duties under this Agreement shall be deemed confidential and shall not be disclosed by ESSENTIAL ELEMENTS, LLC.
9. Assignment. Neither party will delegate, assign, or transfer any interest in this Agreement without the prior written consent of the other.
10. Notices: Unless this Agreement provides otherwise, all notices required or permitted to be given under this Agreement shall be in writing and shall be given by overnight or certified mail, postage-prepaid, addressed to the appropriate party at the address appearing at the end of this Agreement. A change in either party's address may be effected by notice in writing given by such party to the other party.
11. Entire Agreement; Waivers: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes any prior agreement or understanding between them, and it may not be modified or amended except by a writing signed by both parties. The terms of this Agreement may be waived only by a written instrument signed by the party waiving compliance.
12. Interpretation; Forum: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed to be unenforceable by limitation thereof, and such provision shall be enforceable to the maximum extent permitted by law. Any action with respect to this Agreement shall be instituted and litigated in the appropriate state court in Webb County, Texas.
13. Headings: Paragraph headings are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraphs and shall not be construed to enlarge, limit, or otherwise change the express provisions of this Agreement.
14. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed for all purposes to be one agreement.
15. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
16. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
17. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the

interpretation of this agreement or any amendments or exhibits hereto.

18. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their commissioners, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

The parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ESSENTIAL ELEMENTS, LLC

WEBB COUNTY



Rob Kaiser
Managing Member

Tano E. Tijerina
Webb County Judge

Date: 3-29-24

Date: _____

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. 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).

EXHIBIT A

Scope of Work

1. ESSENTIAL ELEMENTS will collect Community Assessment data of the CLIENT's service area (Webb County, Texas). The data will be inclusive of all of the requirements in the Head Start Program Performance Standards as well as other data requested by the CLIENT.
2. The CLIENT will provide ESSENTIAL ELEMENTS with the requested internal programmatic data to create the Community Assessment.
3. A conference call will be conducted between CLIENT and ESSENTIAL ELEMENTS (owner and the person who will create the Community Assessment) to discuss the specifics of the Community Assessment.
4. Community Assessment will be delivered to CLIENT no later than May 28, 2024.