

**Webb County Head Start/Early Head Start/Early Head Start Child Care Partnership
And Maria Barrera, Texas Trainer #2138
Services Agreement**

Maria Barrera, Texas trainer and life coach, (hereinafter "Service Provider") agrees to be available as a professional resource to the Webb County Commissioners' Court Head Start Program to assure that the delivery of consultation and training classes services to Head Start/Early Head Start children and families is in compliance with federal, state, and local laws and regulations. Through training and technical assistance and other forms of support, will assist with parent staff training, teacher staff training and class observation.

TERM AND PURPOSE

The term of this agreement shall be from January 1, 2018 thru August 31, 2021. The Head Start/Early Head Start Core Values related to the education component include commitments to:

- Establish and maintain a supportive learning environment for children, parents, and staff, in which the process of enhancing awareness, refining skills, and increasing understanding are valued and promoted.
- Recognize that the Head Start/Early Head Start community-children, families, and staff have roots in many cultures. Head Start/Early Head Start families and staff working together as a team can effectively promote respectful, sensitive, and proactive approaches to diversity issues.
- Understand that the empowerment of families occurs when program governance is a responsibility shared by families, governing bodies, and staff, and when ideas and opinions of families are heard and respected.
- Respect the importance of all aspects of an individual's development including social, emotional, cognitive, and physical growth.
- Build a community in which each child and adult is treated as an individual while at the same time, a sense of belonging to the group is reinforced.
- Develop a continuum of care, education, and services that provide stable, uninterrupted support to families and children during and after their Head Start experience.

DESCRIPTION OF SERVICES

Service Provider shall provide training classes and services, as well as consulting services, to both Headstart and Early Headstart teachers and the families served by Headstart/Early Headstart as needed and in accordance with the fee schedule agreement attached herein.

DEVOTION OF TIME

Service Provider shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services. Should Webb County Headstart/EarlyHeadstart require additional services not included in this Agreement, any amendment to this Agreement

stating the exact scope of services and cost of all additional services shall be provided or billed for without the prior written approval of Webb County.

PAYMENT

Head Start /Early Head Start staff contact person will present to Service Provider a purchase order voucher for services to be rendered. Service Provider will mail or otherwise present an invoice requesting payment at the end of the month. The invoice will contain information regarding provided services, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed to:

Webb County Head Start/Early Head Start Program
c/o Aliza Flores Oliveros, Director
P.O. Box 2397
Laredo, Texas 78044

Invoices may also be delivered to 5904 West Drive Unit 6. Payment requests will be processed immediately and are subject to Section 2251.021 of the Texas Government Code, "Time for Payment by Governmental Entity".

The fees for services provided by Service Provider shall be in accordance with page 3 of this contract. The difference between Service Provider's normal and customary charges and the reduced cost of services as set forth above are donated as "In-Kind" services to the Head Start /Early Head Start Program. The value of this "In-Kind" will be documented on forms provided by Head Start/Early Head Start Program staff and submitted to the Head Start/Early Head Start Program on a monthly basis.

CONFIDENTIALITY

Any reports, information, data or studies given to or assembled by Service Provider under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Webb County, unless otherwise required by law.

INDEPENDENT CONTRACTOR

It is the intention of the parties that under this agreement the Service Provider is an independent contractor and not an employee of Webb County Headstart/Early Headstart. In this regard, Webb County, shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Service Provider's profession.

In order to protect the Head Start/Early Head Start Program and Webb County, Service Provider shall maintain a policy of professional liability insurance and shall further indemnify and hold the Head Start/Early Head Start Program and Webb County harmless from any and all claims arising out of the performance of her duties under this agreement.

PERSONNEL AND EQUIPMENT

Service Provider agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to Webb County.

NON-ASSIGNABILITY

Service Provider shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Webb County.

GOVERNING LAW

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

COUNTY'S RIGHT TO TERMINATE

This contract may be terminated by Webb County at any time on 30 days written notice to Service Provider.

ENTIRE AGREEMENT

This contract supersedes any and all prior agreements between the Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as if shall remain after omitting such provision.

AMENDMENT

This Agreement may only be amended by the mutual agreement of the parties hereto in writing.

NON-DISCRIMINATION

Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICES

Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

On behalf of Webb County to:

Webb County Head Start Program
c/o Aliza Oliveros, Director
P. O. Box 2397
Laredo, Texas 78044

On behalf of Service Provider to:

Maria Barrera, Trainer and Life Coach

Address: 13134 Kickapoo Drive
Laredo, Texas 78045

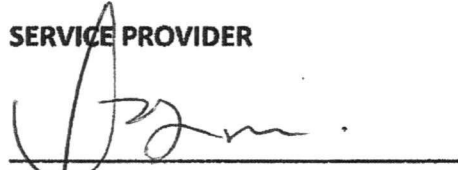
SIGNED in duplicate original on this the 22 day of February, 2018.

COUNTY OF WEBB



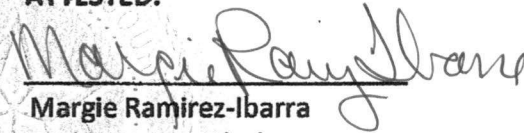
Tano E. Tijerina
Webb County Judge

SERVICE PROVIDER



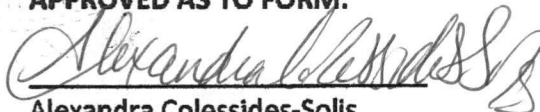
Maria Barrera

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Alexandra Colessides-Solis
Webb County Civil Legal Division Director

*By law, this 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).

Approved by Webb County Commissioners Court on the 22nd day of January, 2018, Agenda Item No. 7d

**Fee Schedule for
Webb County Head Start/Early Head Start/Early Head Start Child Care Partnership
&
Maria Barrera, Texas Trainer #2138
January 1, 2018 thru July 31, 2021**

DESCRIPTION OF SERVICES	CONSULTANT FEE	CONSULTANT DISCOUNT FEE	IN KIND TO HEAD START
	Cost per Classroom	Cost per Classroom	Cost per Classroom
<u>Classroom Observations</u>	\$75.00	\$50.00	\$25.00
<u>Parent conferences</u>	\$75.00	\$50.00	\$25.00
<u>Teacher conferences</u>	\$75.00	\$50.00	\$25.00
<u>Training requested for In Service or Staff Development</u>	Cost per Training	Cost per Training	
<i>Topic-As per request from Head Start/Early Head Start. Inclusive to generating a customized PowerPoint Presentation, provide training based on need of head start without a base limit of time. Flexible time to meet needs.</i>	\$75.00 per hour	\$50.00 per hour	\$25.00 per hour
<i>Presentation Material & Manipulative Preparation Fee</i>	\$30.00	\$15.00	\$15.00

EXHIBIT A

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AGREED:

Maria Barrera (Texas Trainer #2138)

Title


 MARIA BARRERA
 Date 2/21/2018

Aliza F. Oliveros, Executive Head Start Director

Date