

THE STATE OF TEXAS :
 :
COUNTY OF HIDALGO :

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 6th day of October, 2009, by and between **HIDALGO COUNTY, TEXAS** through its Head Start Program (hereinafter referred to as the "Program") and Bill Crawford, Ph.D, (hereinafter referred to as "Consultant") to serve at the pleasure of the Program.

WITNESSETH:

WHEREAS, the Program desires to contract with Consultant to provide the services necessary to assist the Program in developing communication and solution-focused problem solving in the future;

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter for the Program; and

WHEREAS, the parties have a mutual desire to cooperate under the terms and conditions set forth in this Contract.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, the Program and Consultant agree as follows:

1. Consultant agrees to assist the Program in developing how disagreements, frustration and debate can activate the lower reactive parts of our brain and block access to our higher order thinking.
2. Consultant agrees to assist the Program in developing how to shift from this lower 20 % of the brain up to the neocortex (or upper 80% and access the interpersonal skills and problem-solving skills necessary for success

3. Consultant agrees to assist the Program in developing how to reinforce more intelligent and purposeful part of the brain even when there is disagreement.
4. Consultant agrees to assist the Program in developing specific criteria to consult so that they take more individual responsibility for the quality and clarity of their communications.
5. Consultant agrees to assist the Program in developing a specific model for communication that ensures understanding and collaboration and that builds consensus.
6. Consultant agrees to assist the Program in recognizing how different personality types communicate and arrive at decisions differently and how to use these differences in coming to more holistic decisions.
7. Program agrees to pay a professional fee in the amount of \$4,500.00 (four thousand five hundred).
8. The Term of this Contract shall be executed on the day and year on which delivery is made on Friday October the 23rd 2009.
9. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then either party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the Contract. The parties intend this provision to be a continued right to terminate this Contract at the expiration of each budget period of each party hereto pursuant to the provisions

of Tex. Loc. Govt. Code Ann §271.903

10. Consultant represents that he is a licensed psychologist, and holds a Ph.D. in Counseling Psychology from the University of Houston's APA (American Psychological Association) approved program and he is qualified to perform and execute the services provided above. If any such license or certification is suspended or revoked, this Contract shall automatically be terminated.
11. As consideration for the above, Consultant shall submit an invoice to the Program (P.O. BOX 0117 Edinburg, TX 78540). Said statement must provide an itemized list of services rendered to Program, and Program agrees to pay such invoice within thirty (30) days of receipt of such invoice from Consultant.
12. Consultant must comply with all applicable Program and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Consultant under this Contract.
13. Independent Consultant. Notwithstanding the foregoing sentence, Consultant represents and maintains that he is an independent consultant and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or any agency thereof. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.
14. Termination. Program and Consultant agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty

- (30) days prior written notice to the other party.
15. No Assignment. Except as otherwise herein provided, Consultant may not assign the obligations or rights under this contract to any person without the prior written consent of the Program.
16. Term. Unless earlier terminated as herein provided, this Contract shall terminate on Sunday October 25, 2009.
17. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
18. Entire Contract. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Program and Consultant, and not otherwise.
19. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby

consent to personal jurisdiction in Hidalgo County, Texas.

20. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Consultant: Bill Crawford, Ph.d
1306 Devon Glen Dr.
Houston, TX 77077

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
PO BOX 0117
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

21. The execution and performance of this Contract by Program and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Program and Consultant in accordance with its terms.

EXECUTED as of the day and year first written above.

CONSULTANT:
Bill Crawford, Ph.D

By: _____
(Bill Crawford, Ph.D)

(Print Name)

(Title)

**HIDALGO COUNTY
HEAD START PROGRAM**

By: _____
J.D. Salinas III, County Judge

By: _____
Teresa Flores, Executive Director

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM
ATLAS & HALL

By: _____
Stephen L. Crain