Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: September 15, 2010

SUBJECT: Approval to Enter Into Contract for Professional Educational Services With Bill Crawford, PhD to Provide Training/Staff Development to Executive Team Members to Improve Management/ Communication Skills

RATIONALE/NEED: This training is being provided by a renowned consultant with a Ph.D. in Counseling Psychology. This training will enhance staff's skills in management and communication.

RECOMMENDATION: Administration recommends approval.

COST: $4,950.00

RELATED INFORMATION INCLUDED: Contract for Professional Services

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INITIATED BY: Ambrosio Tovar, Procurement Director a. Salinas for A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director EG

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-10-033-08-24

THIS AGREEMENT (The "Agreement") is made effective the **25th day of October, 2010** by and between **HIDALGO COUNTY HEAD START PROGRAM,** (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Bill Crawford** (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Head Start Program.

W I T N E S S E T H:

WHEREAS, Program desires to contract with a Consultant to provide the services necessary to the Program that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Head Start Program.

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

1. Consultant agrees to provide the Program the consulting services required by Head Start Program in connection with the **"Clarity, Confidence & Creativity-Communication and Problem Solving from the Top of the Mind".**

("services"). Pursuant to Article 262.024 of the Texas Local Government Code, the Program exempted the service of the Consultant from Section 262.023 of the Local Government Code, to assist the Program in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Agreement.

2. As consideration for the services of Consultant described herein, Program Agrees to pay Consultant the fees as outlined in Appendix B, which is attached, to and made a part of this Agreement.

3. Consultant must comply with all applicable Program policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent consultant and is not an employee of the Program or any agency thereof, and represents and warrants that Consultant does not desire or request any fringe benefits provided to employees of the Program. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

4. Any contract award to Consultant will be in effect until (a) the Agreement expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Program without cause on thirty (30 days) written notice prior to cancellation.

5. Consultant may not assign the obligations or rights under this Agreement to any person without the prior written consent of the Program.

6. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Agreement will be effective as of October 25th, 2010,

and expires November 1st 2010.

7. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be sent personally 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 Program:	Hidalgo County Head Start Program Attn: Teresa Flores P.O. BOX 0117 Edinburg, Texas 78540
If to Consultant:	Bill Crawford 1306 Devon Glen Dr. Houston, TX 77077

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 at it is deposited in the United States mail.

8. Conflict with Applicable Law. Nothing in this Agreement 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 Agreement and any present or future law, ordinance or administrative, executive or judicial

regulation, order or decree, or amendment hereof, 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 Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. Entire Agreement. This Agreement contains the entire contract 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program and Consultant and not otherwise.

11. 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.

12. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13. Successors. This Agreement shall be binding upon and inure to the

benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Agreement.

14. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

15. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

16. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

17. Authority to Execute. 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 Agreement constitutes and valid and enforceable obligations of Program and Consultant in accordance with its terms.

18. Ethical Provision. It is understood that the employee of Program or individuals acting as agents for Program are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Agreement. Consultant warrants that

no employee or agent of the Program has been retained to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any employee of Program any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Agreement, or as an inducement for entering into this Agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this Agreement.

19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Head Start Program does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, Program may terminate this Agreement upon thirty (30) days written notice to Consultant. Program, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

20. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold Program harmless from any loss, costs, liabilities or damages which are incurred by Program which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant's employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extent permitted by applicable law, Program agrees to indemnify

and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of Program or the acts or omissions of Program employees, agents or other representatives, including the violation of any law or regulation related to Program's duties under this Agreement.

21. Representation and Warranties. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify Program thereof, in which event Program may, in its sole discretion, elect to terminate this Agreement, for cause. Consultant acknowledges and agrees that Program has relied and continues to rely upon the representations and warranties of Consultant as herein contained.

EXECUTED and effective as of the_____ day and _____, 2010 first written above.

APPROVED BY COMMISSIONERS COURT ON: August 24, 2010

Consultant:
Bill Crawford

BY:_____
(Consultant Name)

BY:_____
(Print Name)

BY:_____
(Title)

BY:_____
Rene Ramirez, County Judge

BY:_____
Teresa Flores, Executive Director

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

APPENDIX "A"

The Services include, but are not limited to, the items listed below;

1. Consultant agrees to conduct the Clarity, Confidence & Creativity-Communication and Problem Solving from the Top of the Mind Training on Friday, October 29, 2010, from 8:00 a.m. to 5:00 p.m.

2. 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.

3. 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).

4. Consultant agrees to assist the Program in developing how to stay in this more intelligent and purposeful part of the brain even when there is disagreement.

5. Consultant agrees to assist the Program in developing specific criteria to consult so that they take more individual responsibility for the quality of clarity of their communications.

6. Consultant agrees to assist the Program in developing a specific model for communication that ensures understanding and collaboration and that builds consensus.

7. Consultant agrees to assist the Program in developing how different personality types communicate differently and make decisions differently and how to use these differences to come to more holistic decisions.

8. Consultant agrees to conduct training at the Sheraton Fiesta South Padre Island.

9. Consultant agrees to pay own transportation, lodging and meals.

APPENDIX "B"
CONSULTANT FEE

Program agrees to pay a professional consultant fee in the amount of Four Thousand Nine Hundred Fifty Dollars ($4,950.00).