

**NONFINANCIAL COOPERATIVE AGREEMENT  
BETWEEN  
WEBB COUNTY FOR THE HEAD START PROGRAM  
AND  
South Texas Workforce Solutions  
CHILD CARE SERVICES**

This Agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court, with its principal place of business at 1000 Houston, Laredo, Texas, for the Webb County Head Start Program (hereinafter referred to as "**Webb County**"), and the office of South Texas Workforce Solutions, **Child Care Services**.

**RECITALS**

**WHEREAS**, Webb County, through its Head Start Program, and CCS provide services to the family with a goal towards guiding, aiding, and strengthening families; and

**WHEREAS**, Webb County, through its Head Start Program, and CCS recognize the value of coordinating services provided to Head. Start families; and

**WHEREAS**, Webb County, through its Head Start Program, and CCS agree about the importance of services that increase educational opportunities as well as those that develop complete individual and family wellness; and

**WHEREAS**, Webb County, through its Head Start Program, and CCS agree to cooperate with a goal toward facilitating the provision of services; and

**WHEREAS**, **Webb County, through** its Head Start Program, and CCS agree that the cooperation established by way of this agreement is based on assisting qualifying families in need; and

**WHEREAS**, Webb County, through its Head Start Program, and CCS recognize the necessity of cooperation and collaboration in making the above-mentioned services available to Head Start families; and

**WHEREAS**, **Webb County, through** its Head Start Program, and CCS **desire to enter** into an agreement to continue to efficiently and effectively provide such services for the community;

**NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained**, Webb County and CCS do agree as follows:

**TERM**

1. This Agreement is for a period of Five (5) years beginning April 1, 2015 and ending August 31, 2020.

## DESCRIPTION OF SERVICES

2. CCS shall be responsible for the following:
  - a. Working with the Head Start program in community partnership for the advancement of the child care services provided by CCS;
  - b. Providing Head Start staff and families in the Head Start program with materials and training sessions on child care services at parent meetings held at local Head Start program locations;
  - c. Informing eligible families in the Head Start program of the application process for receiving child care services; and
  - d. Documenting the outcome of services provided to the Head Start families which have been referred by the Head Start program.

## COUNTY OBLIGATIONS

3. Webb County, through the Head Start Program, shall be responsible for the following:
  - a. Providing families with information about child care services offered by the Office of South Texas Workforce Solution;
  - b. Cooperating with CCS by providing the immediate needs of Head Start families to the CCS, as determined by interviews with Head Start staff;
  - c. Providing information needed to apply for services; and
  - d. Following-up with Head Start families and CCS for further assistance.

## COMPENSATION

4. CCS will not compensate Webb County, and Webb County will not compensate CCS for any work performed or educational information provided under this agreement. All such work and information are furnished on an "in-kind" basis. Webb County and CCS are each responsible for its own costs incurred hereunder.

## LIABILITY

5. Each agency acknowledges that it is not an agent, servant or employee of the other agency, and is responsible for its own acts and deeds and for those of its agents or employees during the term of this agreement.

## COUNTY'S RIGHT TO TERMINATE

6. This agreement may be terminated prior by Webb County upon thirty days written notice to the other party.

**MODIFICATION OF AGREEMENT**

7. This agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party.

**GOVERNING LAW**

8. This Agreement is made in Texas and shall be construed, interpreted, and governed by the law of such state. The parties consent to venue in Webb County, Texas for any action under this Agreement.

**NO WAIVER**

9. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

**AUTHORIZATION OF AGREEMENT**

10. Each party represents and warrants to the other the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its term.

**NOTICES**

11. For the purposes of this agreement, the following addresses shall be used to hand-deliver or mail via certified mail all correspondence:

On behalf of County to: **Webb County Head Start Program  
c/o Aliza Flores Oliveros, Director  
P.O. Box 2397  
Laredo, Texas 78044**

On behalf of CCS To: **Workforce Solutions for South Texas  
Child Care Services  
2389 E. Saunders  
Laredo, Texas 78041**

Signed in duplicate originals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY OF WEBB

Workforce Solutions for South Texas

\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge

  
\_\_\_\_\_  
Rogelio Treviño  
Executive Director

ATTEST:

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Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

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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).

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office.  
Witness my hand and seal of office on

Margie Ramirez Ibarra  
Webb County Clerk

By  
Deputy County Clerk