



Webb County Head Start

Tel. (956)795-1515 Fax (956)791-2149 P.O. Box 2397 Laredo, Texas 78044



**NON-FINANCIAL INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WEBB COUNTY FOR THE HEAD START PROGRAM
AND
THE CITY OF LAREDO FOR THE LAREDO PUBLIC LIBRARIES**

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 City of Laredo for the **Laredo Public Libraries** (hereinafter "**City**").

RECITALS

WHEREAS, Webb County, through its Head Start Program, and the Laredo Public Libraries offer educational services to families with a goal towards developing and strengthening families; and

WHEREAS, Webb County, through its Head Start Program, and the Laredo Public Libraries recognize the value of coordinating services provided to Head Start families; and

WHEREAS, Webb County, through its Head Start Program, and the Laredo Public Library agree regarding the importance of services that increase educational opportunities as well as those that foster individual and family wellness; and

WHEREAS, Webb County, through its Head Start Program, and the Laredo Public Libraries support the goal of facilitating the provision of educational services to Head Start families in need; and

WHEREAS, Webb County, through its Head Start Program, and the Laredo Public Libraries desire to enter into an agreement to continue to efficiently and effectively provide such services to Head Start families.

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

Period of Agreement

The terms of this Coordination and Linkage agreement are effective upon signature. This non-financial agreement remains in effect until canceled by either party. This agreement may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract at any time by giving thirty (30) days written notice in advance to the other party.

Either Webb County Head Start Early Head Start (EHS) Program or the Laredo Public Libraries may propose amendments. To become effective, amendments shall require the approval of both parties.

DESCRIPTION OF CITY'S SERVICES

1. City, by and through the Laredo Public Libraries, shall be responsible for the following:
 - a. Working with the Head Start program in community partnership to provide services and programs;
 - b. Providing tours of the libraries to the extent that they do not place constraints on the normal operation of library service, and when adequate library staff is available;
 - c. Issuing Library cards upon receiving completed and qualified application; and
 - d. Informing the Head Start program of story hours, educational programs, exhibits, displays, and presentations scheduled to be held at the libraries.

COUNTY OBLIGATIONS

2. Webb County, by and through Head Start, shall be responsible for:
 - a. Providing families with information about services and programs offered by the Laredo Public Libraries;
 - b. Scheduling tours of the libraries at least one week in advance;
 - c. Scheduling story hours for children of the Head Start program at least one week in advance and for no more than thirty-five children per visit;
 - d. Providing transporting to the Head Start children for tours of the libraries and story hours;
 - e. Providing Head Start staff to supervise children while at the libraries (one adult per group of ten children);
 - f. Providing written parental consent forms; and
 - g. Posting notice of trips to the libraries outside of the Head Start center at least 48 hours in advance, in order to comply with state minimum standards.

COMPENSATION

3. City will not compensate Webb County and Webb County and the Head Start program will not compensate the City for any educational programs, tours, story hours, exhibits, displays, and presentation provided or performed under this agreement. All services provided under this agreement by the City are on an "in-kind" basis. Webb County, the Head Start program, City, and the Laredo Public Libraries are each responsible for their own costs incurred hereunder.

PERSONNEL AND EQUIPMENT

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

INDEPENEDENT CONTRACTOR

5. It is the understanding of the parties that the City is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services.

RIGHT TO TERMINATE A GREEMENT

6. This agreement may be terminated by either party at any time upon 30 days written notice to each other.

ENTIRE AGREEMENT

7. This contract supersedes any and all prior agreements between the Webb County Head Start Program and the City of Laredo Public Libraries whether written or oral. If any items, 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 it shall remain after omitting such provision.

NON-DISCRIMINATION

8. Neither the City nor the County shall discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICE

9. For the purpose of this agreement, the following addresses shall be used to hand or mail via certified mail all correspondence:

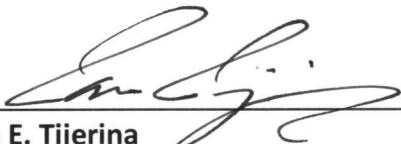
On behalf of Webb County to: **Webb County Head Start Program
c/o Aliza Flores Oliveros, Director
P.O. Box 2397
Laredo, Texas 78044**

On behalf of City to: **Laredo Public Library
c/o Maria G. Soliz, Director
1120 E. Calton
Laredo, Texas 78041**

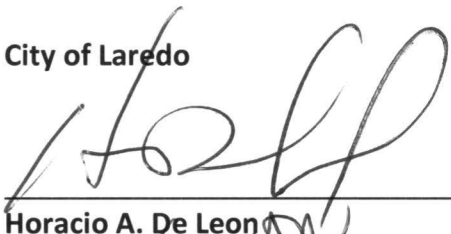
Signed in duplicate originals on this the 20th day of February, 2018

County Of Webb

City of Laredo




Tano E. Tijerina
Webb County Judge
Date: _____



Horacio A. De Leon
City Manger
Date: 2/27/18

ATTESTED:



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Alexandra Colessides-Solis
Webb County Civil Legal Division Director

4/9/18

Date

*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).