

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government code, and House Bill 1445 (“H.B. 1445”), enacted by the Texas Legislature during its 77th Legislative Session, by and between the City of Angleton, Texas (“COA”), a political subdivision of the State of Texas, and Head Start of Brazoria County, Texas (“Head Start”), a nonprofit organization with offices in Brazoria County, Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another and with nonprofit organizations that perform services to the community that the City does not perform such as providing for preschool services for low income families; and

WHEREAS, COA and Head Start mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically § 791.011 regarding contracts to perform public preschool services; and

NOW, THEREFORE, COA and HEAD START, for the mutual consideration stated herein, agree and understand as follows:

THAT IN EXCHANGE FOR THE PUBLIC SERVICES PROVIDED BY HEAD START TO LOW INCOME FAMILIES, NAMELY PRESCHOOL AND DAYCARE SERVICES, THE CITY OF ANGLETON HEREBY DONATES THE FOLLOWING ITEMS THAT HAVE BEEN DECLARED SURPLUS: THE USED COMPUTER MONITERS NO LONGER OF USE TO THE POLICE DEPARTMENT OR THE CITY OF ANGLETON AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED “EXHIBIT A” INCORPORATED HERIN FOR ALL PURPOSES.

OTHER PROVISIONS:

- a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- b. This Agreement has been duly and properly approved by the City’s governing body and Head Start’s Board of Directors and this agreement constitutes a binding obligation on each party.
- c. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Brazoria County, Texas.
- d. The items are being donated to Head Start “as is” and without any implied or express warranties of any nature and at the point the

items are delivered to Head Start or picked up by Head Start, all responsibility for said items will be with Head Start.

- e. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
- f. The Agreement is not intended to extend the liability of the parties beyond that provided by law. COA does not waive any immunity or defense that would otherwise be available to it against claims by third parties.
- g. This Agreement shall be effective as of December 18, 2007.

APPROVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS in its open meeting held on the 18th day of December, 2007, and executed by its authorized representative.

CITY OF ANGLETON, TEXAS

Mayor J. Patrick Henry

ATTEST:

Amanda Davenport
City Secretary

APPROVED BY THE HEAD START OF BRAZORIA COUNTY, TEXAS, in its meeting held on the ___ day of _____, 2007, and executed by its authorized representative.

HEAD START OF
BRAZORIA COUNTY, TEXAS

DIRECTOR