

CONTRACT

(NUECES COUNTY / AL AMIN SHRINE CENTER)

STATE OF TEXAS

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COUNTY OF NUECES

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This agreement entered into on the date of its execution as set forth below by and between Nueces County, hereinafter called "County," and the Al Amin Shrine Center ("Shriners"), an organization that provides services to the community, including ambulance services to Houston and Galveston to Shriner's Hospitals for Children, to provide medical care for orthopedic, burn, and spinal cord injuries, cleft lip and palate of any child in the South Texas area under the age of 18, regardless of their ability to pay.

WITNESSETH:

WHEREAS, the Commissioners Court finds that providing ambulance service (including air transportation) to Houston and Galveston for any child in Corpus Christi and the surrounding areas under the age of 18 suffering from orthopedic, burn, spinal cord injuries, cleft lip and palate constitutes public health services in Nueces County provided by the Shriners; and

WHEREAS, the Commissioners Court finds the need for these public health services to aid the children of Nueces County under the age of 18 needing such health services; and,

WHEREAS, the Commissioners Court is authorized to appropriate and spend money from the county general revenues for public health and sanitation in the county pursuant to § 122.001 of the Texas Health and Safety Code as further described in Texas Attorney General Opinions H-976 and H-1279.

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein to further the public purpose of providing in Nueces County ambulance transportation to Houston and Galveston for any child in Nueces County under the age of 18 suffering from orthopedic, burn, spinal cord injuries, cleft lip and palate, regardless of their ability to pay, the County and Shriners agree as follows:

I.

Shriners will provide hospital transportation (including air transportation) to Houston and Galveston to children accepted as patients to Shriners Hospital within Nueces County under the age of 18 suffering from orthopedic, burn, spinal cord injuries, cleft lip and palate, regardless of their ability to pay.

II.

Shriners will submit semi-annual reports to the County indicating services by Shriners in performance of its obligations pursuant to this agreement. Shriners shall include in its reports a detailed accounting of expenditures of County funds and any measurable results. Such reports shall be presented to the County

Commissioners Court at a noticed meeting.

III.

Shriners will diligently use its resources to provide the aforementioned services to children under the age of 18 of Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2012-2013, the County will provide \$2,500 subject to appropriations for the administration of Shriners services related to the purposes of this agreement pursuant to the 2012-2013 County Budget.

V.

Shriners will cause this funding to be segregated from other funds used for services of Shriners unrelated to the purposes of this agreement.

VI.

This agreement shall continue in force and effect until September 30, 2013. In the event Shriners terminates its services related to the purposes of this agreement prior to the expiration of this agreement, the balance of any remaining funds shall be returned to the County in the same proportion that County funds bear to the total funds received or in the possession by Shriners to conduct services related to this agreement.

WITNESS our hands on this ____ day of _____, 2013.

NUECES COUNTY

Al Amin Shrine Center

BY: _____
Samuel L. Neal, Jr.
County Judge

BY: James W. Bivler
Title: Recorder

ATTEST:

BY: _____
Diana Barrera, County Clerk

Approved as to form:

BY: _____
Laura Garza Jimenez
County Attorney