

**CONTRACT**

**(NUECES COUNTY / MISSION OF MERCY)**

**STATE OF TEXAS           \***  
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**COUNTY OF NUECES       \***

**KNOW ALL MEN BY THESE PRESENTS**

This agreement entered into on the date of its execution as set forth below by and between Nueces County, hereinafter called "County," and Mission of Mercy ("M.O.M."), a non-profit organization that provides free medical and dental services to the poor, homeless, uninsured, and underinsured in Nueces County.

**WITNESSETH:**

WHEREAS, Commissioners Court finds that diabetes, heart disease and stroke constitute a public health problem in Nueces County and that M.O.M. provides what may be reasonably characterized as health services; and

WHEREAS, it has been proven that early detection of people at high risk of developing Type 2 diabetes, combined with a program to support healthy eating, physical activity, and achievable weight loss, can prevent up to 58% of expected diabetes, as well as heart disease and stroke; and

WHEREAS, the Commissioners Court finds the need to promote health services providing diabetes, heart health, and heart related disease and illness awareness and prevention for the residents of Nueces County; 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 and the determinations of Texas Attorney General Opinion Nos. JM-158 (1984) and JM-103 (1983)

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein to further the public purpose of the elimination of diabetes, heart disease and stroke in Nueces County, the County and M.O.M. agree as follows:

I.

M.O.M. will provide diabetes, heart disease, and stroke awareness and prevention to the residents of Nueces County. M.O.M. will provide program access or remove barriers to accessibility under the Americans with Disabilities Act to allow individuals with disabilities the opportunity to participate and receive benefits of services, programs and activities.

II.

M.O.M. will submit semi-annual reports to the County indicating services by M.O.M. in performance of its obligations pursuant to this agreement. M.O.M. 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.

M.O.M. will diligently use its resources to provide the aforementioned services to the residents of Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2015-2016, the

County will provide \$500 subject to appropriations for the administration of M.O.M. services related to the purposes of this agreement pursuant to the 2015-2016 County Budget.

V.

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

VI.

This agreement shall continue in force and effect until September 30, 2016. In the event M.O.M. 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 M.O.M. to conduct services related to this agreement.

WITNESS our hands on this \_\_\_\_ day of \_\_\_\_\_, 2016.

NUECES COUNTY

MISSION OF MERCY

BY: \_\_\_\_\_  
Samuel L. Neal, Jr.  
County Judge

BY: \_\_\_\_\_  
Sherry Bowers, CFRE  
Executive Director

ATTEST:

BY: \_\_\_\_\_  
Kara Sands, County Clerk

Approved as to form:

BY: \_\_\_\_\_

Laura Garza Jimenez  
County Attorney