

## **CONTRACT**

### **(NUECES COUNTY AND TEXAS JAZZ FESTIVAL SOCIETY)**

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This agreement entered into on \_\_\_\_\_, as set forth below by and between Nueces County, hereinafter called "County," and the Texas Jazz Festival Society, herein after called "Society," a corporation organized pursuant to the non-profit corporation law of Texas and designated as a qualified charitable organization under 501 (c) (3) of the Internal Revenue Code of 1954, as amended.

#### **WITNESSETH:**

**WHEREAS,** Commissioners Court finds that diabetes constitutes a public health problem in Nueces County; and

**WHEREAS,** The Commissioners Court finds the need to promote health services providing diabetes awareness and prevention for the residents of Nueces County; and

**WHEREAS,** In an effort to promote diabetes awareness and prevention, Nueces County will partner with Society, to provide diabetes education, awareness and prevention to Nueces County residents attending Society's annual Texas Jazz Festival; 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 promote diabetes awareness and prevention, the County and Society, agree as follows:

#### I.

SOCIETY will diligently promote diabetes awareness and prevention to those in attendance at its annual

Texas Jazz Festival. SOCIETY will use its resources to educate regarding the causes of diabetes and diabetes prevention.

II.

SOCIETY will submit a written report to the County indicating activities by SOCIETY in performance of its obligations pursuant to this agreement. SOCIETY shall include in its report a detailed accounting of expenditures of County funds. Such report should be presented to the County Commissioners' Court at a noticed meeting.

III.

SOCIETY, will raise awareness about diabetes, encourage a healthy lifestyle, as well as promote diabetes prevention and education to those in attendance at their Texas Jazz Festival.

IV.

As payment for these services to be rendered in the County's fiscal year 2011-2012, the County will provide five thousand five hundred dollars (\$5,500), subject to appropriations, for the continuation of SOCIETY'S diabetes awareness and prevention activities pursuant to the 2011-2012 County budget.

V.

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

VI.

This agreement shall continue in force and effect until September 30, 2012. In the event the SOCIETY terminates its activities 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 the SOCIETY to conduct activities related to this agreement.

Approved, this day, the \_\_\_\_ day of \_\_\_\_\_ 2012.

Nueces County

Texas Jazz Festival Society

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

BY: \_\_\_\_\_  
Rick Sanchez, President

**ATTEST:**

BY: \_\_\_\_\_  
Diana Barrera, County Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Laura Garza Jimenez  
County Attorney