

County of Nueces

MIKE PUSLEY
County Commissioner
Precinct 1

JOE A. GONZALEZ
County Commissioner
Precinct 2



County Judge
Nueces County Courthouse, Room 303
901 Leopard Street
Corpus Christi, Texas 78401-3697

OSCAR ORTIZ
County Commissioner
Precinct 3

JOE MCCOMB
County Commissioner
Precinct 4

CONTRACT

Nueces County and Food Bank of Corpus Christi

This agreement entered into on _____, as set forth below by and between Nueces County, hereinafter called "County," and Food Bank of Corpus Christi, hereinafter called "Food Bank," a non-profit organization providing food and nutrition aid and assistance to Nueces County residents.

WITNESSETH:

- WHEREAS,** Commissioners Court finds that diabetes constitutes a public health problem in Nueces County; and
- WHEREAS,** Diabetes is a chronic, incurable disease and is the fifth leading cause of death in the United States. Over 29.1 million people in the United States, or 9.3% of the population, have been diagnosed with diabetes and approximately 8.1 million people are unaware that they have the disease; and
- WHEREAS,** Although the cause of diabetes continues to be a mystery, both genetics and environmental factors such as obesity, eating habits, and lack of exercise, appear to play key roles as risk factors for developing the disease; 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; and
- WHEREAS,** In an effort to reduce the negative health effects of diabetes in the local population, Nueces County will partner with Food Bank to provide awareness, prevention, and self-management of a diabetes education program; and
- WHEREAS,** Section 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) allow the commissioners court of a county to appropriate and spend money from the county general revenues for public health;

THEREFORE, LET IT BE RESOLVED, for and in consideration and exchange of mutual covenants and conditions contained herein, the County and Food Bank agree to the following:

- I. Food Bank will diligently use its resources to continue its activities in educating Nueces County residents regarding diabetes self-management in the form of a neighborhood diabetes education program, including the Food Bank "Diabetes Hands On" program.

- II. Food Bank will submit a written report to the County indicating activities by Food Bank in performance of its obligations pursuant to this agreement. Food Bank shall include in its report a detailed accounting of expenditures of County funds. Such report shall be submitted to the County Commissioners Court at a noticed meeting.
- III. As payment for these services to be rendered in the County's fiscal year 2014-2015, the County will provide a total of \$10,000.00, subject to budget appropriations, for the continuation of Food Bank activities pursuant to the 2014-2015 County budget.
- IV. Food Bank will cause this funding to be segregated from other funds used for activities of the Foundation unrelated to the purposes of this agreement.
- V. This agreement shall continue in force and effect until September 30, 2015. In the event the Food Bank 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 Food Bank to conduct activities related to this agreement.

Approved, this day, the _____ day of _____ 2014.

Nueces County

Food Bank of Corpus Christi

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

BY: _____
Executive Director

ATTEST:

BY: _____
Diana Barrera, County Clerk

APPROVED AS TO FORM:

BY: _____
Laura Garza Jimenez
County Attorney