

CONTRACT

(NUECES COUNTY / PALMER DRUG ABUSE PROGRAM)

STATE OF TEXAS *
 * **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF NUECES *

This agreement entered into on the date of its execution as set forth below by and between Nueces County, hereinafter called "County," and the Palmer Drug Abuse Program ("PDAP"), a not for profit organization for the education, counseling, assessment, intervention, referral, and outpatient treatment for individuals subject to alcohol and drug abuse.

WITNESSETH:

WHEREAS, the Commissioners Court finds that drug abuse and alcoholism constitute a public health problem in Nueces County and that PDAP provides what may be reasonably characterized as health services; and

WHEREAS, the Commissioners Court finds the need for health services providing education, intervention, counseling, and other services designed to aid citizens of Nueces County who are chemically dependent; 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 elimination and prevention of alcohol and drug abuse in Nueces County, the County and PDAP agree as follows:

I.

PDAP will provide education, counseling, assessment, intervention, referral, and outpatient treatment to any and all individuals suffering from alcohol and/or drug abuse in support of efforts to eliminate and prevent alcohol and drug abuse within Nueces County. PDAP 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.

PDAP will submit semi-annual reports to the County indicating activities by PDAP in performance of its obligations pursuant to this agreement. PDAP shall include in its reports a detailed accounting of expenditures of County funds and any measurable results obtained with regard to the effect of the education, counseling, assessment, intervention, referral, and outpatient treatment of individuals subject to alcohol and drug abuse and any measurable success toward the elimination and prevention of alcohol and drug abuse in Nueces County. Such reports shall be presented to the County Commissioners Court at a noticed meeting.

III.

PDAP will diligently use its resources to provide the aforementioned services to citizens of Nueces County in efforts of maintaining and enhancing alcohol and drug abuse rehabilitation, prevention and education.

IV.

As payment for accrued and future services to be rendered in the County's fiscal year 2015-2016, the County will provide \$5,000 subject to appropriations for the administration of PDAP activities pursuant to the 2015-2016 County Budget.

V.

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

VI.

This agreement shall continue in force and effect until September 30, 2016. In the event PDAP terminates its activities 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 PDAP to conduct activities related to this agreement.

WITNESS our hands on this ____ day of _____, 2015.

NUECES COUNTY

Palmer Drug Abuse Program

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

BY: _____
Executive Director

ATTEST:

BY: _____
Kara Sands
County Clerk

Approved as to form:

BY: _____
Laura Garza Jimenez
County Attorney