

CONTRACT

(NUECES COUNTY; PORT ARANSAS INDEPENDENT SCHOOL DISTRICT)

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 Port Aransas Independent School District, hereinafter referred to as "Port A ISD," a public school district that has been educating students since 1913.

WITNESSETH:

WHEREAS, the Commissioners Court finds that there is a need for programs to provide services to and support of troubled or at risk children; and,

WHEREAS, Port A ISD has developed programs designed to provide services to and support of troubled or at risk children including drug prevention programs; and

WHEREAS, the Commissioners Court is authorized to provide for services to and support of children in need of protection and care without regard to the immigration status of the child or the child's family pursuant to § 264.006 of the Texas Family Code and the determination of Texas Attorney General Opinion No. JC-0439

(2001);

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein to provide services to and support of children in need of protection and care, the County and Port A ISD agree as follows:

I.

Port A ISD agrees to provide programs designed to provide services to and support of any and all troubled or at risk children including a drug prevention program, including employing a drug counselor. Port A ISD 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.

Port A ISD will submit semi-annual reports to the County indicating activities by Port A ISD in performance of its obligations pursuant to this agreement. Port A ISD 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 programs provided. Such reports shall be presented to the County Commissioners Court at a noticed meeting.

III.

Port A ISD will diligently use its resources to provide the

aforementioned programs designed to provide services to and support of the troubled or at risk children in Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2017-2018, the County will provide \$1,000 subject to appropriations for the administration of Port A ISD's activities in accordance with the 2017-2018 County Budget.

V.

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

VI.

This agreement shall continue in force and effect until September 30, 2018. In the event Port A ISD terminates its programs 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 of Port A ISD to conduct programs related to this agreement.

WITNESS our hands on this ____ day of _____, 2018.

NUECES COUNTY

Port A ISD

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

BY: _____

ATTEST:

BY: _____
Kara Sands, County Clerk

Approved as to form:

BY: _____
Laura Garza Jimenez
County Attorney