

**CONTRACT**

**(NUECES COUNTY; SCORE)**

**STATE OF TEXAS**

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**\* KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF NUECES**

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This agreement entered into on the date of its execution as set forth below by and between Nueces County, hereinafter called "County," and SCORE, a nonprofit association dedicated to educating entrepreneurs and helping small businesses start, grow, and succeed in the Nueces area.

**WITNESSETH:**

WHEREAS, to stimulate business and commercial activity in Nueces County, the Commissioners Court is authorized by § 381.004 (b) of the Texas Local Government Code to develop and administer a program to stimulate, encourage, and develop business location and commercial activity in the county; to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses; and for local economic development; and,

WHEREAS, the Nueces County Commissioners Court has created a program by resolution adopted on November 12, 2008, designed to promote business activity, provide direction, and organize efforts for the economic benefit of Nueces County and surrounding areas; and,

WHEREAS, the Commissioners Court is authorized to contract with a private association such as SCORE pursuant to § 381.004 (c) of the Texas Local Government Code and Texas Attorney General Opinion No. JM-516 (1986) for the administration of such a program;

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein, the County and SCORE agree as follows:

I.

SCORE agrees to provide free business training and mentoring to small business owners and nonprofits as part of the administration of the County's program for local economic development. SCORE 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.

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

III.

SCORE will diligently use its resources to provide the aforementioned services.

IV.

As payment for these services to be rendered in the County's fiscal year 2017-2018, the County will provide \$500.00 subject to appropriations for the administration of the program pursuant to the 2017-2018 County Budget.

V.

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

VI.

This agreement shall continue in force and effect until September 30, 2018. In the event SCORE terminates the program activities subject to 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 SCORE to conduct program activities related to this agreement.

WITNESS our hands on this \_\_\_\_ day of \_\_\_\_\_, 2018.

NUECES COUNTY

SCORE Corpus Christi Chapter  
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BY: \_\_\_\_\_  
Samuel L. Neal, Jr.  
County Judge

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

ATTEST:

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

Approved as to form:

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