

**CONTRACT**

**(NUECES COUNTY/WEST SIDE HELPING HAND)**

<b>STATE OF TEXAS</b>	*	
	*	<b>KNOW ALL MEN BY THESE PRESENTS</b>
<b>COUNTY OF NUECES</b>	*	

This agreement entered into on the date of its execution as set forth below by and between Nueces County, hereinafter called “County,” and the West Side Helping Hand (“WSHH”), a not for profit organization in Nueces County.

**WITNESSETH:**

WHEREAS, the Commissioners Court finds that there is a need for programs to provide services to and support of children in need of protection and care; and

WHEREAS, WSHH has developed programs designed to provide services to provide assistance and guidance to young people from low-income families in grades 1-6 living on the West Side of Nueces County. The programs have a direct and measurable impact on participating children so that the children are guided towards pathways of success; 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 WSHH agree as follows:

I.

WSHH will provide development programs addressing academic enhancement, character formation, career opportunities, extracurricular activities and organized sports; and will further provide assistance and support available to children in need of protection and care in Nueces County. WSHH 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.

WSHH will submit semi-annual reports to the County indicating activities by WSHH in performance of its obligations pursuant to this agreement. WSHH shall include in its reports a detailed accounting of expenditures of County funds and the direct and measurable results obtained with regard to the effect of the programs provided for children living in Nueces County. Such reports shall be presented to the County Commissioners Court at a noticed meeting.

III.

WSHH will diligently use its resources to provide the aforementioned programs designed to help and support the children in Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2019-2020, the County will provide \$1,700.00 subject to appropriations for the administration of WSHH program pursuant to the 2019-2020 County Budget.

V.

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

VI.

This agreement shall continue in full force and effect until September 30, 2020. In the event WSHH terminates its program services 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 WSHH to conduct program services related to this agreement.

WITNESS our hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

NUECES COUNTY

WEST SIDE HELPING HAND

BY: \_\_\_\_\_  
Barbara Canales  
County Judge

\_\_\_\_\_  
Executive Director

ATTEST:

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

Approved as to form:

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