

**CONTRACT**

**(NUECES COUNTY / HALO Flight)**

**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 the HALO Flight ("HALO"), an organization that provides services to the Nueces County community in the form of ambulance services by air transportation to critical patients.

**WITNESSETH:**

WHEREAS, the Commissioners Court finds that providing ambulance service including air transportation to critical patients over long distances, inaccessible locations and multiple patient incidents constitutes public health services in Nueces County provided by the HALO; and

WHEREAS, the Commissioners Court finds the need for these public health services to aid the citizens of Nueces County needing such health services; 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 as further described in Texas Attorney

General Opinions H-976 and H-1279.

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein to further the public purpose of providing in Nueces County ambulance transportation by air to Nueces County residents, the County and HALO agree as follows:

I.

HALO will provide hospital air transportation to Nueces County residents. HALO 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.

HALO will submit semi-annual reports to the County indicating services by HALO in performance of its obligations pursuant to this agreement. HALO shall include in its reports a detailed accounting of expenditures of County funds and any measurable results. Such reports shall be presented to the County Commissioners Court at a noticed meeting.

III.

HALO will diligently use its resources to provide the aforementioned services to residents of Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2019-2020, the County will provide \$15,000 subject to appropriations for the administration of HALO services related to the purposes of this agreement pursuant to the 2019-2020 County Budget.

V.

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

VI.

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

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

NUECES COUNTY

HALO Flight

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

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

ATTEST:

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

Approved as to form:

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