

CONTRACT

(NUECES COUNTY/ CALVARY FIRST BAPTIST CHURCH)

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 Calvary First Baptist Church hereinafter called "Calvary 1st Baptist", a nonprofit organization providing free, hot, nutritious meals to the public, clothing for the homeless and poor , as well as assistance with educational supplies and college books and tuition expenses to Nueces County residents .

WITNESSETH:

WHEREAS, the Commissioners Court finds that hunger and homelessness constitute a public health problem in Nueces County; and

WHEREAS, the Commissioners Court finds that there is a need for health service programs providing free, hot nutritious meals to the citizens of Nueces County who are hungry, poor, working poor, elderly, disabled, or families who may be at risk for homelessness and that Calvary 1st Baptist provides what may be reasonably characterized as health services for the hungry, homeless, poor, working poor, elderly, disabled, and families at-risk for homelessness

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, Calvary 1st Baptist provides assistance with educational supplies and expenses to provide assistance to youth and young adults in Nueces County enabling them to achieve self-discipline, respect and self-esteem; 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); 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), the Commissioners Court is authorized to provide for the support of paupers, residents of their county, who are unable to support themselves pursuant to §81.027 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein the County and Calvary 1st Baptist agree as follows:

I.

Calvary 1st Baptist will continue providing free, hot nutritious meals to the citizens of Nueces County who are hungry, homeless, poor, working poor, elderly, disabled, or families at-risk for homelessness within Nueces County and who are in need of protection and care. Calvary 1st Baptist will also continue providing assistance with educational supplies and expenses to youth and young adults in Nueces County to foster and promote their self esteem and respect. Calvary 1st Baptist 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.

Calvary 1st Baptist will submit semi-annual reports to the County indicating activities by Calvary 1st Baptist in performance of its obligations pursuant to this agreement. Calvary 1st Baptist shall include in its reports a detailed accounting of expenditures of County funds and all direct and measurable results. Such reports shall be presented to the County Commissioners Court at a noticed meeting.

III.

Calvary 1st Baptist will diligently use its resources to provide the aforementioned services to citizens of Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2020- 2021, the County will provide \$800.00 subject to appropriations for the administration of Calvary 1st Baptist's program pursuant to the 2020-2021 County Budget.

V.

Calvary 1st Baptist will cause this funding to be segregated from other funds used for activities of Calvary 1st Baptist unrelated to the purposes of this agreement.

VI.

This agreement shall continue in full force and effect until September 30, 2021. In the event Calvary 1st Baptist 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 of Calvary 1st Baptist to conduct program services related to this agreement.

WITNESS our hands on this _____ day of _____, 2021.

NUECES COUNTY

CALVARY FIRST BAPTIST CHURCH

BY: _____
Barbara Canales
County Judge

Name: _____
Title: _____

ATTEST:

BY: _____
Kara Sands
County Clerk

APPROVED AS TO FORM:

BY: _____
Jenny P. Dorsey
County Attorney