

FAMILY PROTECTION FEE CONTRACT

(NUECES COUNTY; ARK ASSESSMENT CENTER & EMERGENCY SHELTER FOR YOUTH)

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 Ark Assessment Center & Emergency Shelter For Youth, herein after called "THE ARK," an organization that works directly with child abuse victims in Nueces County and provides emergency shelter, food, counseling, and support for abused and neglected children.

WITNESSETH:

WHEREAS, the Texas Legislature through section 51.961 of the Texas Government Code approved a family protection fee to be charged by the district or county clerk in certain cases; and

WHEREAS, the fee charged may be used by the Commissioners Court to fund certain service providers located in the County that may provide family violence and child abuse prevention, intervention, family strengthening, mental health, counseling, legal and marriage preservation services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child, herein "Services"; and

WHEREAS, THE ARK provides one or more of the Services listed in section 51.961 of the Texas Government Code for abused and neglected children in Texas Department of Family and Protective Services custody, including child abuse intervention and counseling; and

WHEREAS, these services assist the courts and the community now and in the future;

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

I.

THE ARK agrees to continue to provide counseling, and child abuse intervention services. The Ark will provide emergency shelter, food, counseling and support for abuse and neglected children in Nueces County. THE ARK 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.

THE ARK will submit at least semi-annual reports to the County indicating activities by THE ARK in performance of its obligations pursuant to this agreement. THE ARK shall include in its reports a detailed accounting of expenditures of county funds. Such reports shall be presented to the County Commissioners Court at a noticed meeting.

III.

THE ARK will diligently use its resources to provide the aforementioned services designed to assist child abuse victims within Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2017-2018, the County will provide \$10,000.00 from the family protection fees collected, subject to the collection of such fees in that amount, for the continuation of The Ark's activities pursuant to the 2017-2018 County Budget.

V.

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

VI.

This agreement shall continue in full force and effect until September 30, 2018. In the event THE ARK terminates its activities 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 THE ARK to conduct activities related to this agreement.

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

NUECES COUNTY

THE ARK ASSESSMENT CENTER &
EMERGENCY SHELTER

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

BY: _____
Executive Director

ATTEST:

By: _____
Kara Sands
County Clerk

Approved as to form:

BY: _____
Laura Garza Jimenez
County Attorney