

FAMILY PROTECTION FEE CONTRACT

(NUECES COUNTY, TEXAS, COURT APPOINTED SPECIAL ADVOCATES)

STATE OF TEXAS

*

* KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NUECES

*

This agreement entered into on the date of its execution as set forth below by and between Nueces County, hereinafter called "County," and the Nueces County Court Appointed Special Advocates, herein after called "CASA," an organization that works directly with the court system wherein they advocate 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, CASA provides one or more of the Services listed in section 51.961 of the Texas Government Code, including legal support for abused or neglected children; 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 CASA agree as follows:

I.

The CASA agrees to actively pursue activities designed to advocate for abused and neglected children in the court system in Nueces County, to include providing the Court with detailed information needed to safeguard the children's best interests and ensure a safe permanent placement. CASA 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 CASA will submit at least semi-annual reports to the County indicating activities by the CASA in performance of its obligations pursuant to this agreement. The CASA 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 CASA will diligently use its resources to provide the aforementioned services designed to assist neglected or abused child 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 CASA's activities pursuant to the 2017-2018 County Budget.

V.

CASA will cause this funding to be segregated from other funds used for activities of the CASA 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 CASA 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 CASA to conduct activities related to this agreement.

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

NUECES COUNTY

COURT APPOINTED SPECIAL
ADVOCATES "CASA"

BY: _____

BY: _____

Samuel L. Neal, Jr.
County Judge

Page Hall
Executive Director

ATTEST:

By: _____
Kara Sands
County Clerk

Approved as to form:

BY: _____
Laura Garza Jimenez
County Attorney