

FAMILY PROTECTION FEE CONTRACT

(NUECES COUNTY; FAMILY COUNSELING SERVICE)

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 Corpus Christi Family Counseling Service, hereinafter called "Family Counseling," a non-profit organization for the strengthening of children, individuals, and families by providing professional therapy, education, advocacy, and other supportive services in response to community needs.

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, Family Counseling provides one or more of the Services listed in section 51.961 of the Texas Government Code, including family strengthening, and counseling to families that are at risk of experiencing of that have experienced family violence or the abuse or neglect of a child; 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 Family Counseling agree as follows:

I.

Family Counseling will continue to provide family strengthening and counseling services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child.

II.

Family Counseling will semi-annually submit reports to the County indicating activities by Family Counseling in performance of its obligations pursuant to this agreement. Family Counseling 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.

Family Counseling will diligently use its resources to provide the aforementioned services designed to assist at risk families and child abuse victims within Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2020-2021, the County will provide \$5,000.00 from the family protection fees collected, subject to the collection of such fees in that amount, for the continuation of activities of Family Counseling pursuant to the 2020-2021 County Budget.

V.

Family Counseling will cause this funding to be segregated from other funds used for

activities of Family Counseling unrelated to the purposes of this agreement.

VI.

This agreement shall continue in force and effect until September 30, 2021. In the event Family Counseling 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 Family Counseling to conduct activities related to this agreement.

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

NUECES COUNTY

FAMILY COUNSELING SERVICE

BY: _____
Barbara Canales
County Judge

BY: _____
Executive Director

ATTEST:

BY: _____
Kara Sands
County Clerk

APPROVED AS TO FORM:

BY: _____
Jenny P. Dorsey
County Attorney