

**FAMILY PROTECTION FEE CONTRACT**

(NUECES COUNTY; NUECES COUNTY CPS COMMUNITY PARTNERS BOARD)

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 NUECES COUNTY CPS COMMUNITY PARTNERS BOARD, herein after called "PARTNERS," a non-profit organization dedicated to helping Child Protective Services (CPS), including establishing and maintaining Rainbow Rooms for their use.

**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, PARTNERS provides one or more of the Services listed in section 51.961 of the Texas Government Code, including child abuse intervention services; 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 PARTNERS agree as follows:

**I.**

PARTNERS agrees to continue to maintain a Rainbow Room which provides emergency resources to CPS for children who have been victims of abuse or neglect in Nueces County. PARTNERS 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.**

PARTNERS will submit at least semi-annual reports to the County indicating activities by PARTNERS in performance of its obligations pursuant to this agreement. PARTNERS 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.**

PARTNERS 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 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 PARTNERS' activities pursuant to the 2020-2021 County Budget.

**V.**

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

**VI.**

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

WITNESS our hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NUECES COUNTY

NUECES COUNTY CPS COMMUNITY  
PARTNERS BOARD

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

BY: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Kara Sands  
County Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jenny P. Dorsey  
County Attorney