

CONTRACT

(NUECES COUNTY/ NUECES COUNTY CHILDREN’S ADVOCACY CENTER)

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

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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 Nueces County Children’s Advocacy Center (“Advocacy Center”), an organization that works directly with child abuse victims in Nueces County and provides investigative agencies with their forensic interviews.

WITNESSETH:

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, Advocacy Center provides services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child; 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);

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein to provide services to and support of children in need of protection and care, the County and Advocacy Center agree as follows:

I.

Advocacy Center will provide counseling, legal support, and child abuse prevention services and actively pursue activities designed to assist child abuse victims, and investigative agencies prosecuting child abuse cases in Nueces County. Advocacy Center 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.

Advocacy Center will submit semi-annual reports to the County indicating activities by Advocacy Center in performance of its obligations pursuant to this agreement. Advocacy Center shall include in its reports a detailed accounting of expenditures of County funds and the direct and measurable results obtained with regard to the effect of its services. Such reports shall be presented to the County Commissioners Court at a noticed meeting.

III.

Advocacy Center will diligently use its resources to provide the aforementioned services designed to assist child abuse victims in Nueces County.

IV.

As payment for these services to be rendered in the County's fiscal year 2015-2016, the County will provide \$1,500.00 subject to appropriations for the administration of Advocacy Center pursuant to the 2015-2016 County Budget.

V.

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

VI.

This agreement shall continue in full force and effect until September 30, 2016. In the event Advocacy Center 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 by Advocacy Center to conduct program services related to this agreement.

WITNESS our hands on this _____ day of _____, 2016.

NUECES COUNTY

NUECES COUNTY CHILDREN'S ADVOCACY CENTER

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



Executive Director

ATTEST:

BY: _____
Kara Sands, County Clerk

APPROVED AS TO FORM:

BY: _____
Laura Garza Jimenez
County Attorney