

**NUECES COUNTY
CONTRACT FOR LEGAL SERVICES**

STATE OF TEXAS §

COUNTY OF NUECES §

SECTION I - PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the County of Nueces, hereinafter referred to as "COUNTY" and Texas Rio Grande Legal Aid, Inc., hereinafter referred to as "TRLA." The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

SECTION II - CONTRACT PERIOD

The period for performance of this contract shall commence on October 1, 2017 and shall terminate on September 30, 2018.

SECTION III - CONTRACT PERFORMANCE

TRLA shall provide legal services to low-income clients in Nueces County. An applicant's eligibility for these services is to be determined solely by TRLA. These services will include, but shall not be limited to, legal advice, representation in appropriate judicial or administrative forums, appropriate referrals to other agencies and community education.

SECTION IV - MUTUAL OBLIGATIONS

A. MEASURE OF LIABILITY

In consideration of full and satisfactory performance, County shall be liable to TRLA in an amount not to exceed \$25,000.00.

- 1) County shall not be liable for expenditures made in violation of either federal or civil laws while this contract is in force.
- 2) County shall not be liable to TRLA for costs incurred or performances rendered by TRLA before commencement of this contract or after termination of this contract.

B. METHOD OF PAYMENT

- 1) The amount to be paid for services will be \$25,000.00 for the contract period. This amount will be payable in one lump sum.
- 2) No later than one hundred fifty (150) days following the end of the TRLA fiscal year, TRLA shall submit the program's audited financial statements.
- 3) No later than sixty (60) days following the termination of this contract, TRLA shall submit a report detailing the services rendered during the contract period.

C. LIMITATION ON LIABILITY

- 4) TRLA understands and agrees that it shall be liable to repay to County any amounts determined to be expended in violation of the terms of this contract and to return to the County any unexpended funds upon termination or expiration of this Contract.
- 5) County by the execution of this contract acknowledges that TRLA has received an obligation from Nueces County that if paid, will be sufficient to pay costs properly incurred by TRLA for performance under this contract in the amount specified and for the period contracted for.

SECTION V - LEGAL AUTHORITY

- A. TRLA assures and guarantees that it possesses the legal authority to enter into this contract, receive the funds as authorized, and to perform the services TRLA has obligated itself to perform under this contract.
- B. The person signing this contract on behalf of TRLA warrants that she has full authority to execute this contract on behalf of TRLA and to validly and legally bind TRLA to all the terms and conditions and provisions herein set forth.

SECTION VI - RECORDKEEPING REQUIREMENTS

- A. TRLA shall maintain a record of services provided to clients served with funds received under this contract. Provided, that the County expressly agrees to honor the confidentiality of client records and information that is within the purview of the attorney/client privilege and will not seek information that discloses client confidences.
- B. TRLA shall retain all records of clients and expenditures for a three (3) year period following final reporting requirements.
- C. TRLA shall submit a copy of the TRLA single audit, no later than one hundred fifty (150) days following the close of the program's fiscal year.
- D. The County Auditor of Nueces County shall have access to financial records upon proper request.

SECTION VII - POLITICAL ACTIVITY, LOBBYING, AND OTHER RESTRICTIONS

No funds provided under this contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or Local Legislators. TRLA is funded in part by the Legal Services Corporation.

As a condition of the funding it receives from the LSC, TRLA is restricted from engaging in certain activities in all of its legal work, including activities that are supported by other funding sources. TRLA may not expend any funds for any activity prohibited by the Legal Services Corporation Act, 42 U.S.C. 2996 et.seq. or Public Law 104-134, subsequent amendments and regulations promulgated thereunder.

SECTION VIII - SECTARIAN INVOLVEMENT PROHIBITED

TRLA shall insure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

SECTION IX - NON-DISCRIMINATION AND EQUAL OPPORTUNITY

TRLA insures that no person shall on grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity funded by this contract. TRLA 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.

SECTION X - RENEWABLE CONTRACT

Both parties hereto recognize the long-standing partnership between the former Coastal Bend Legal Services, now merged with and into TRLA, and Nueces County and their long history of working together to ensure equal access to justice for persons who are unable to afford legal counsel and representation in civil matters. Both parties also recognize the efficiencies created by combining the resources of both organizations in fulfilling this purpose and the importance of maintaining this relationship in the future. Both parties further agree that the representation of clients in civil matters and the professional responsibility owed to the clients pursuant to the attorney/client relationship necessarily requires a reasonable assumption that continued renewal of this Contract be presumed. Accordingly, both parties agree that this Contract is renewable on an annual basis. Provided, however, that annual adjustments to the dollar amount of the contract may be made by either party pursuant to the regular process for the adoption of the annual fiscal year budget by the County. Provided further, either party may terminate this Contract upon ninety (90) days' written notice to the other party.

WITNESS THIS THE _____ DAY OF _____, 2018.

Honorable Samuel L. Neal, Jr.
Nueces County Judge

Rebecca G. Flanigan
Texas RioGrande Legal Aid, Inc.

ATTEST:

Kara Sands, County Clerk