

AGENDA ITEM 26

Consider approving an Interlocal Agreement for Mental Health, Mental Retardation and Chemical Dependency, Commitment Hearing and Psychoactive Medication Hearings at Kerrville State Hospital.

Dale Rye from the County Attorney's office, explained that Austin State Hospital is reducing the number of beds available for patients for a considerable amount of time. Kerrville State Hospital is the next place that Williamson County patients are sent if beds are available. The County Clerk in Kerr County recently sent a letter to Williamson County to authorize Kerr County to bill the County for the cost of doing the orders, hearings and all related fees while the patient is in the Kerrville State Hospital.

Dale's recommendation is to enter into the contract but make it clear to Kerr County that they can only bill us for persons whose proceedings are initiated in Williamson County.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve an Interlocal Agreement for Mental Health, Mental Retardation and Chemical Dependency, Commitment Hearing and Psychoactive Medication Hearings at Kerrville State Hospital.

Vote: 4 – 0. Commissioner Boatright was absent from the dais.

< Attachment >



Jannett Pieper

Kerr County Clerk
700 Main St. Suite 122
Kerrville, TX 78028

Tel. (830) 792-2255

clerk@kctc.com
Fax. (830) 792-2274

Dear County Clerk,

May 12, 2003

Recently the state hospital system has experienced times when beds are not available at every mental health facility. TDMHMR has a procedure in place which allows a hospital to divert individuals in need of hospitalization to another state mental health facility that have beds available. Kerrville State Hospital "KSH" has been accepting some of these diversions.

Because most of the individuals diverted to KSH are brought here on warrantless orders signed by law enforcement agents, upon arrival, Kerr County and Kerrville State Hospital must complete the paperwork within 24 hours in support of a motion for an Order of Protective Custody. Two questions must be answered quickly in order for the hospital to legally detain such individuals beyond 24 hours.

1. Is the County from which the individual is transported to Kerrville State Hospital willing to authorize Kerr County to bill said county for the costs of doing the orders, hearings and all related fees while the patient is here?... or
2. Is the county from which the individual is transported to Kerrville State Hospital NOT willing to authorize Kerr County to do the orders and commitment hearings, which must begin within the first 24 hours of admission?

If the county outside of Kerrville State Hospital's service area IS willing to authorize Kerr County to bill for these costs, then the process of committing the patient according to the Rule of Law may begin immediately.

If the County outside the service area of Kerrville State Hospital IS NOT willing to authorize Kerr County to do such billing, then the county which transported the individual to Kerrville State Hospital must pick the patient up within the first 24 hours and transport him/her back to such county to hold probable cause hearings. If it is determined the patient needs to be held over, then that county must transport the patient back to Kerrville State Hospital. If it is later recommended by Kerrville State Hospital that the individual stay longer, then said county must once again pick the patient up and return them to said county for a regular mental health hearing, place them on a temporary commitment and return them back to Kerrville State Hospital.

Kerr County is very willing to perform all necessary legal duties set out in the Texas Mental Health Code, but we must have authorization from counties outside of Kerrville State Hospital's service area in order to bill for these services. If you consider the costs of personnel, transport, and subpoenas for KSH clinicians to travel to give testimony, you will see that in most cases it is less expensive to allow Kerr County to do the work.

Please give this information to the appropriate official in your county for approval or disapproval and return the enclosed document to my office as soon as possible.

Kerr County looks forward to working with you on behalf of your mental health clients.

Sincerely,

Jannett Pieper

Jannett Pieper
Kerr County Clerk

Interlocal Agreement for Mental Health,
Mental Retardation and Chemical Dependency
Commitment Hearing and Psychoactive Medication Hearings
at Kerrville State Hospital

- ☐ **YES** _____ County IS willing to authorize Kerr County to bill said County for the cost of doing the orders, hearings and all related fees while the patient is in the Kerrville State Hospital. (Return with signed Interlocal Agreement)
- ☐ **NO** _____ County IS NOT willing to authorize Kerr County to bill said County therefore said County would pick the patient up and transport him/her back to such county to hold all hearings.
-

STATE OF TEXAS §
 §
 COUNTY OF KERR §

**INTERLOCAL AGREEMENT FOR MENTAL HEALTH, MENTAL
 RETARDATION AND CHEMICAL DEPENDENCY COMMITMENT
 HEARINGS AND PSYCHOACTIVE MEDICATION HEARINGS AT
 KERRVILLE STATE HOSPITAL**

This agreement is entered into on this the _____ day of _____, 2002, pursuant to the terms of Chapter 791, Texas Government Code (the Interlocal Cooperation Act), by and between the Commissioners' Court of _____ County, Texas, hereinafter "_____", and the Commissioners' Court of Kerr County, Texas, hereinafter "Kerr," for the purpose of providing certain services relating to mental health, mental retardation and chemical dependency commitment hearings as well as certain services relating to psychoactive medication hearings for residents of _____ County, Texas at the Kerrville State Hospital, Kerrville, Kerr County, Texas.

WHEREAS, _____ County, Texas, on occasion has residents who are in need of court-ordered mental health services, mental retardation services and court-ordered chemical dependency treatment available, by commitment to the Kerrville State Hospital, as well as residents who are patients at Kerrville State Hospital and are in need of administration of psychoactive medication; and

WHEREAS, Chapter 571 (General Provisions), Chapter 573 (Emergency Detention) and Chapter 574 (Court-Ordered Mental Health Services) of the Texas Health and Safety Code, hereinafter "Code," recite the statutory scheme whereby court-ordered mental health services may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 462 (Treatment of Chemically Dependent Persons) of the Code recites the statutory scheme whereby court-ordered treatment for chemical dependency may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 593 (Admission and Commitment to Mental Retardation Services) of the Code recites the statutory scheme whereby mental retardation services may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 574, Subchapter G (Administration of Medication to Patient Under Order for Inpatient Mental Health Services) of the Code recites the statutory scheme whereby patients receiving court-ordered mental health services and patients for

whom an application has been filed for such court-ordered mental health services, may be administered psychoactive medications against their will; and

WHEREAS, § 574.001 (b) of the Code provides that an application for court-ordered mental health services must be filed with the county clerk of the county in which the proposed patient:

- (1) resides;
- (2) is found; or
- (3) is receiving mental health services by court order or under Subchapter A, Chapter 573 (§ 573.001) of the Code (Apprehension by a Peace Officer Without a Warrant); and

WHEREAS, § 574.061 of the Code provides that a request to modify an order for inpatient treatment and § 574.062 of the Code provides that a motion for modification of an order for outpatient treatment must be with the judge of the court that entered the order sought to be modified; and

WHEREAS, § 462.062 (b) of the Code provides that an application for court-ordered treatment of chemically dependent persons must be filed with the county clerk of the county in which the proposed patient:

- (1) resides;
- (2) is found; or
- (3) is receiving treatment services by court order or under § 462.041 of the Code (Apprehension by a Peace Officer Without a Warrant); and

WHEREAS, § 593.041 (b) of the Code provides that an application for court-ordered mental retardation services must be filed with the county clerk of the county in which the proposed patient:

- (1) resides; and

WHEREAS, § 574.104 (a) of the Code provides that a physician, who is treating a patient who is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed, may file, with the probate court or a court with probate jurisdiction, an application for an order to authorize the administration of a psychoactive medication; and

WHEREAS, both _____ County and Kerr County have jurisdiction over such proceedings where the proposed patient is a resident of _____ County and

- (1) is found in Kerr County;

- (2) is receiving court-ordered mental health services, court-ordered mental retardation services or treatment for chemical dependency at the Kerrville State Hospital in Kerr County; or
- (3) is brought to the Kerrville State Hospital by a peace officer without a warrant under the provisions of §§ 462.041 or 573.001 of the Code; and

WHEREAS, Kerr County has jurisdiction over proceedings under Chapter 574, Subchapter G of the Code (Administration of Medication to Patient under Order for Inpatient Mental Health Services) in which a physician treating a patient at the Kerrville State Hospital, which patient is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed; and

WHEREAS, given the time constraints set out in the Code, and the difficulty and expense of transporting patients, hospital employees, witnesses, judges, magistrates and attorneys to and from _____ County for such hearings, it is impractical for _____ County to hold hearings to determine existence of probable cause for protective custody orders, as well as hearings on applications for temporary mental health services, hearings on applications for extended mental health services, hearings on applications for renewal of an order for extended mental health services, hearings on applications for court-ordered chemical dependency treatment, hearings on applications for renewal of an order for court-ordered chemical dependency treatment, hearings for modification of order for inpatient treatment, hearings for modification of order for outpatient treatment, hearings on petitions seeking an order to authorize the administration of a psychoactive medication to certain patients at the Kerrville State Hospital and hearings on petitions for reauthorization or modification of a court order authorizing the administration of a psychoactive medication to certain patients at the Kerrville State Hospital, within the geographical confines of _____ County; and

WHEREAS, _____ County finds that the most appropriate, safe and expeditious site for said hearings is the Kerrville State Hospital in Kerrville, Kerr County, Texas, and desires that the aforementioned hearings concerning citizens of said County be held by the proper Kerr County, Texas judicial officer with jurisdiction over such matters within Kerr County and further desires that at the aforementioned hearings concerning citizens of said County, the interests of the State and the Kerrville State Hospital be represented by the Kerr County, Texas prosecutor charged with said responsibility and further desires that at the aforementioned hearings concerning citizens of said County, the interests of said citizens of said County be represented by an attorney appointed by the judicial officer aforementioned; and

WHEREAS, the public health, safety and welfare of the citizens of both counties, and of the proposed patients would be best served by entering into this "Interlocal Agreement For Mental Health, Mental Retardation And Chemical Dependency

Commitment Hearings And Psychoactive Medication Hearings At Kerrville State Hospital" hereinafter referred to as "Interlocal Cooperation Agreement" pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act);

NOW THEREFORE, be it resolved that _____
County and Kerr County agree to enter into this Interlocal Cooperation Agreement, and the parties agree as follows:

§ 1. TERM

- 1.1 This agreement is to be effective on the date that it is approved by order of the commissioners' court of each county, and is to end on September 30, 2003, unless renewed by mutual orders of the respective commissioners' courts for subsequent one-year terms, beginning on October 1st and ending on September 30th of each contract period.
- 1.2 To renew this agreement, _____ shall forward a request to the County Clerk of Kerr County requesting a statement of proposed costs for the next budget year. If said statement of costs is acceptable, _____ shall forward a certified copy of the order renewing this agreement to the County Judge of Kerr County prior to August 15th of the budget year preceding the renewal period or at a later date upon the agreement of the parties, if circumstances so warrant.
- 1.3 Kerr shall either accept or decline the offer to renew by formal order of the commissioners' court and shall forward a certified copy of said order to the County Judge of _____ County on or before September 1st of the budget year preceding the renewal period or at a later date upon the agreement of the parties, if circumstances so warrant.
- 1.4 Either party may cancel this agreement for any reason by notifying the other in writing at least thirty (30) days prior to the effective date of the cancellation. All amounts due and owing to Kerr County pursuant to this agreement as of the effective date of cancellation shall be paid by _____ County within sixty (60) days of the receipt of any bill or the date of the cancellation, whichever is later.

§ 2. DEFINITIONS

- 2.1 "Resident" as that term is used herein shall have the same meaning as that term has been defined in the Indigent Health Care Act and as that term has been applied and construed by the Courts.

§3. FUNDING REQUIREMENTS

- 3.1 _____ County agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.
- 3.2 Any order of the Commissioners' Court of _____ County which renews this agreement shall be deemed to be a certification that the obligation incurred by the renewal shall be payable out of current revenues and that _____ has or will set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.

§4. DUTIES OF KERR COUNTY

- 4.1 Kerr County agrees that it will assume jurisdiction over all court-ordered mental health proceedings, mental retardation proceedings, chemical dependency treatment matters and all psychoactive medication hearings which concern residents of _____ County that are properly filed in or transferred to the Kerr County Court with jurisdiction.
- 4.2 Kerr County shall have no duty to accept jurisdiction or proceed with any court-ordered commitment or treatment proceeding where the terms of this contract have not been complied with, including the terms concerning the duty of _____ County to make payment to Kerr County for the costs as set out herein, for all hearings which involve its residents.
- 4.3 It is understood and agreed that pursuant to §§ 462.004 and 571.016, of the Code, the Kerr County Attorney or his properly-assigned designee is the attorney for the State in any hearing covered by this agreement and therefore retains all of the independent discretionary authority given by the statutes and Constitution of the State of Texas. This agreement shall not be construed to limit that authority in any form or fashion and the decision of the County Attorney is final as to whether the State will proceed in any action covered by this agreement, including appeal, and as to the means and methods employed.

§5. DUTIES OF _____ COUNTY

- 5.1 _____ County agrees and warrants that it will follow all appropriate statutory procedures and shall implement such other procedures and training necessary to ensure that no violation of the constitutional and statutory rights of any proposed patient occurs and that in seeking the commitment of the proposed patient, no person from _____ County will be referred to the Kerrville State Hospital unless the proposed patient has been evaluated and examined by a

qualified mental health professional or a physician; a certificate has been properly issued; the patient has been warned of the non-confidentiality of the interview of the qualified mental health professional or physician; and that all other necessary steps have been taken to assure that the proposed patient's constitutional and statutory rights have been preserved.

- 5.2 Should any _____ County resident who was detained under the authority of the emergency detention provisions of §§ 573.001, 573.012 or 462.041 of the Code be found to be entitled to release, _____ County shall pay the cost of transporting that person to the location of the person's apprehension, the person's residence or another suitable location, as required by §§ 573.024 & 462.041 of the Code.
- 5.3 _____ County agrees to pay to Kerr County the costs associated with any hearing conducted by Kerr County officials as authorized under §§ 571.017, 571.018 (mental health), 462.005 (chemical dependency) 593.050 (mental retardation) and 574.107 (psychoactive medication) of the Code in accordance with the "Kerr County Clerk's Statement of Proposed Costs for the Budget Year 2002-2003," *infra*.
- 5.4 For all cases, _____ County does also agree to pay to Kerr County the following costs:
- a. All other court costs, set by law, and such other costs set either by order of the Kerr County Commissioners Court or by the judge who holds the hearings as set out in this agreement, under authority of law.
 - b. All costs authorized by law for appeals to a Texas Court of Appeals or to the Texas Supreme Court.
 - c. A reasonable fee, in an amount not to exceed \$50.00 per hour, for the Kerr County Attorney or his designee for professional services rendered in researching and preparation of appellate briefs, for time required to travel to and from the site of the appropriate appeals court, and for time to present oral argument in any appeal of a hearing provided for by this Interlocal Agreement, as well as travel expenses and office expenses related to production and mailing of any appellate brief covered by this Interlocal Agreement.
 - d. All costs, including bonds, authorized or mandated by law for any proceedings in Federal Court involving a _____ County resident covered by this agreement.
 - e. All compensation of court-appointed personnel, such as attorneys, physicians, language interpreters, sign interpreters and masters as provided in § 571.017 of the Code.

- 5.5 _____ County agrees that it shall be responsible for obtaining repayment for its costs incurred pursuant to this agreement from the patient and/or the patient's family or estate. _____ County agrees further that failure on its part to recover such repayments shall have no effect on its liability to Kerr County for such costs.

§6. PAYMENTS

- 6.1 All bills for costs shall be submitted to the County Judge of _____ County, Texas at the address below and all payments due under this agreement shall be paid to the County Clerk of Kerr County, Texas and shall be paid at that office in the Kerr County Courthouse, 700 Main Street, Kerrville, Texas 78028.

§7. MISCELLANEOUS

- 7.1 Any and all notices which may be required under the terms of the agreement shall be mailed to the parties, through their representatives, at the addresses indicated below or at such address as either party may furnish in writing to the other party:

_____, County Judge
 _____, County, Texas

 _____, Texas _____

PAT TINLEY, County Judge
 Kerr County, Texas
 Kerr County Courthouse
 700 Main Street
 Kerrville, Texas 78028

- 7.2 This agreement contains the entire agreement of the parties with respect to the matters covered by this agreement. No other agreement, statement or promise made by any party or to any employee, officer or agent of any party, which is not contained in this agreement, shall be binding or valid.
- 7.3 If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 7.4 The obligations and undertakings of each of the parties to this agreement shall be performable in Kerr County, Texas.

County Judge

Date: _____

APPROVED:

County Attorney

Date: _____

ATTEST:

County Clerk

Date: _____

PAT TINLEY, KERR COUNTY JUDGE
Date: _____

APPROVED:

David Motley, Kerr County Attorney
Date: _____

ATTEST:

Jannett Pieper, Kerr County Clerk
Date: _____

This agreement was adopted by the Commissioners' Court of Kerr County, at Kerrville, Texas, by order number 27750, on the 9th day of September, 2002, and by the Commissioners' Court of KERR County, Texas, on the 9th day of September, 2002.

**KERR COUNTY CLERK'S
STATEMENT OF PROPOSED COSTS FOR THE BUDGET YEAR 2002-2003.**

HEARING FOR TEMPORARY MENTAL HEALTH SERVICES (OPC - 90 DAYS):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDICIAL SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

IF A PATIENT PROPOSED FOR MENTAL HEALTH SERVICES IS DISCHARGED PRIOR TO THE TEMPORARY COMMITMENT HEARING, THE KERR COUNTY CLERK WILL NOT BILL THE COUNTY RESPONSIBLE FOR THE PROPOSED PATIENT'S COSTS FOR: A JURY FEE, A JUROR EXPENSE REIMBURSEMENT FEE, A JUDICIAL SERVICE FEE, A JUDICIAL SALARY SUPPLEMENT FEE, A PROSECUTORIAL SERVICE FEE OR A JUDICIAL SUPPORT FUND FEE.

HEARING FOR EXTENDED MENTAL HEALTH SERVICES (UP TO 1 YEAR):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING FOR RENEWAL OF ORDER FOR EXTENDED MENTAL HEALTH SERVICES (BEYOND 1 YEAR):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING ON REQUEST FOR REEXAMINATION AND RECONSIDERATION OF RENEWAL OF ORDER FOR EXTENDED MENTAL HEALTH SERVICES:

JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00

HEARING ON MOTION FOR MODIFICATION OF ORDER FOR INPATIENT TREATMENT:

JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00

HEARING ON MOTION FOR MODIFICATION OF ORDER FOR OUTPATIENT TREATMENT:

JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00

HEARING ON CAPACITY AND ORDER AUTHORIZING PSYCHOACTIVE MEDICATION (PSYCHOACTIVE MEDICATION PETITION; APPLICABLE TO HEARING ON MOTION TO MODIFY OR REAUTHORIZE MEDICATION ORDER):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING ON APPLICATION FOR COURT-ORDERED TREATMENT OF CHEMICALLY DEPENDENT PERSONS (APPLICABLE TO BOTH COURT-ORDERED CHEMICAL DEPENDENCY TREATMENT AND RENEWAL OF AN ORDER FOR COURT-ORDERED CHEMICAL DEPENDENCY TREATMENT):

COUNTY CLERK'S FEE	\$ 40.00
CONTINUING PROBATE EDUCATION FEE	\$ 5.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
JUDICIAL SERVICE FEE	\$ 50.00
JUDGE SALARY SUPPLEMENT FEE	\$ 10.00
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
ALTERNATE DISPUTE RESOLUTION FEE	\$ 10.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

HEARING ON APPLICATION FOR PLACEMENT OF A PERSON WITH MENTAL RETARDATION:

COUNTY CLERK'S FEE	\$ 40.00
JURY FEE (IF NEEDED)	\$ 22.00
JUROR EXPENSE REIMBURSEMENT FEE (IF NEEDED)	**
SHERIFF'S FEE	\$ 60.00
APPOINTED ATTORNEY'S FEE	*
RECORDS MANAGEMENT & PRESERVATION FEE	\$ 5.00
COURTHOUSE SECURITY FEE	\$ 5.00
ALTERNATE DISPUTE RESOLUTION FEE	\$ 10.00
COURT REPORTER SERVICE FEE	\$ 15.00
FOURTH COURT OF APPEALS FEE	\$ 5.00
LAW LIBRARY FEE	\$ 35.00
INDIGENT FEE (SB 1534)	\$ 5.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

* APPOINTED ATTORNEY'S FEE: \$ 50.00 PER HOUR
 \$ 25.00 PER HALF HOUR

FOR THE CONVENIENCE OF THE APPOINTED ATTORNEYS, THEIR FEES FOR HEARINGS ON CAPACITY AND ORDER AUTHORIZING PSYCHOACTIVE MEDICATION ARE COMBINED AND BILLED TOGETHER IN THE BILL FOR THE MENTAL HEALTH SERVICES HEARINGS.

** THE JUROR EXPENSE REIMBURSEMENT FEE IF 6 PEOPLE SERVE IS \$15.00 EACH PER DAY OR \$90.00 FOR THE JURY PER DAY OR PORTION THEREOF. IF A VENIRE PERSON REPORTS BUT IS NOT SELECTED FOR JURY DUTY THE JUROR EXPENSE FEE FOR THAT PERSON IS \$6.00 PER DAY OR PORTION THEREOF.

AGENDA ITEM 27

Consider approving installation of four-way stop signs at the intersection of O'Connor and Morgan Hill Trail.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To authorize the setting of a date on next week's agenda for a public hearing for installation of four-way stop signs at the intersection of O'Connor and Morgan Hill Trail.

Vote: 5 - 0

< Attachment >

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

The undersigned officer of the Board of Directors of Fern Bluff Municipal Utility District hereby certifies as follows:

1. The Board of Directors of Fern Bluff Municipal Utility District convened in a regular meeting on the 13th day of May, 2003, at ECO Resources, Inc., 9511 Ranch Road 620 North, Austin, Texas, and the roll was called of the duly constituted officers and members of the Board, to wit:

Jean I. Cochran	-	President
Michael E. Hines	-	Vice-President
Glen Luepnitz	-	Secretary
John Chisholm	-	Treasurer
Theresa Thompson	-	Assistant Secretary/Treasurer

and all of said Directors were present, except Director Hines & Thompson, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

RESOLUTION REQUESTING FOUR WAY STOP SIGNS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by majority of the Board.

2. A true, full and correct copy of the Resolution adopted at the meeting described in the above paragraph is attached to this certificate; the Resolution has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein, each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject to the meeting was given as required by Chapter 551 of the Government Code.