

**AGENDA ITEM 26**

Consider approving interlocal agreement for mental health services between Williamson County and Kerr County.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Birkman**

Motion: To approve interlocal agreement for mental health services between Williamson County and Kerr County.

Vote: 4 – 0

< Attachment >

**Jannett Pieper**  
Kerr County Clerk  
700 Main St, Suite 122  
Kerrville, TX. 78028  
830/792-2255 clerk@kctc.com 830/792-2274 (fax)

May 3, 2004

Commissioners Court of Williamson County  
710 Main St.  
Georgetown, TX. 78626

Please put this on your next Commissioners Court Agenda.

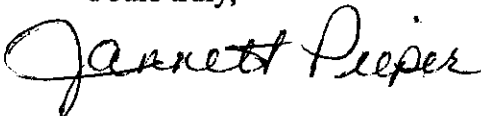
“Consider, discuss, and approve the interlocal agreement for Mental Health services between Williamson County and Kerr County”.

On occasion that Williamson County's mental health facility may be full and need to use the Kerrville State Hospital as an overflow, it would be helpful to have a contract in place.

The Commissioners' Court of Kerr County by order number 28442 adopted this agreement. Once it is adopted by Williamson County, signed, and returned to Kerr County you will receive a fully executed copy for your files.

Should you have any questions, please feel free to call me at the number listed above, Judge Pat Tinley at 830/792-2212 or David Motley, County Attorney at 830/792-2220.

Yours truly,



Jannett Pieper  
Kerr County Clerk

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 \_\_\_\_\_, 2004, pursuant to the terms of Chapter 791, Texas Government Code (the Interlocal Cooperation Act), by and between the Commissioners' Court of **Williamson County**, Texas, hereinafter "**Williamson**," 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 Williamson County, Texas at the Kerrville State Hospital, Kerrville, Kerr County, Texas.

WHEREAS, Williamson 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 Williamson County and Kerr County have jurisdiction over such proceedings where the proposed patient is a resident of Williamson 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 Williamson County for such hearings, it is impractical for Williamson 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 Williamson County; and

WHEREAS, Williamson 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 Williamson 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 ending on the following September 30<sup>th</sup>.
- 1.2 Upon the expiration of the initial term of this agreement, same shall automatically be renewed for successive one year periods beginning October 1<sup>st</sup> and ending on the following September 30<sup>th</sup>, unless terminated by either party, as herein provided.
- 1.3 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 Williamson 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 Williamson 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 Failure of the Commissioners' Court of Williamson County to terminate this agreement shall be deemed to be a certification that the obligation incurred by the continuation of this agreement shall be payable out of current revenues and that Williamson County 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 Williamson 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 Williamson 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 WILLIAMSON COUNTY

- 5.1 Williamson 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 Williamson 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 Williamson 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, Williamson 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 Williamson 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), 574.107 (psychoactive medication) of the Code, and in accordance with the "Kerr County Clerk's Schedule or Statement of Costs as may be then

currently in effect. A copy of the current "Kerr County Clerk's Statement of Costs for the Budget Year 2003-2004," is attached hereto. Additionally, Williamson County agrees to pay Kerr County all costs and expenses associated with guardianship proceedings filed in Kerr County which are related to patients or proposed patients from Williamson County.

5.4 For all cases, Williamson 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 \$70.00 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 Williamson 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 Williamson 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. Williamson 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 Williamson 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

Williamson, 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.

John C. Daifler  
Williamson County Judge

Date: 6-8-04

APPROVED:  
\_\_\_\_\_

ATTEST:  
Nancy E. Rister

Williamson County Attorney

Williamson County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Pat Tinley, Kerr County Judge

Date: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
David Motley, Kerr County Attorney

\_\_\_\_\_  
Jannett Pieper, Kerr County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This agreement was adopted by the Commissioners' Court of Kerr County, at Kerrville, Texas, by order number 28442, on the 8<sup>th</sup> day of December, 2003, and by the Commissioners' Court of Williamson County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, Court Order No. \_\_\_\_\_.

**KERR COUNTY CLERK'S  
STATEMENT OF COSTS FOR THE BUDGET YEAR 2003-2004.**

**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
MASTER'S FEE	\$ 25.00

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
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

**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
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

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

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
PROSECUTORIAL SERVICE FEE	\$ 50.00

**HEARING ON MOTION FOR MODIFICATION OF ORDER FOR INPATIENT TREATMENT:**

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
PROSECUTORIAL SERVICE FEE	\$ 50.00

**HEARING ON MOTION FOR MODIFICATION OF ORDER FOR OUTPATIENT TREATMENT:**

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
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
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

**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
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
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:

\$ 70.00 PER HOUR  
\$ 35.00 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.

MINUTESof theWILLIAMSON COUNTY COMMISSIONERS' COURT MEETINGMay 27, 2003

THE STATE OF TEXAS     )(

COUNTY OF WILLIAMSON)(

BE IT REMEMBERED that at 9:39 a.m. on May 27, 2003, a SPECIAL SESSION of the Commissioners' Court of Williamson County, Texas, was held with the following being present, to-wit:

JOHN C. DOERFLER, County Judge  
 MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1  
 GREGORY W. BOATRIGHT, Commissioner, Precinct 2  
 DAVID HAYS, Commissioner, Precinct 3  
 \_\_\_\_\_, Commissioner, Precinct 4

AGENDA ITEM 2

Consider approving  
Chemical Dependency  
Kerrville State Hos

Dale Rye from the  
 reducing the numb  
 Kerrville State Hos  
 are available. The  
 County to authoriz  
 hearings and all rel....

*Compare**With**how me*

Mental Retardation and  
Medication Hearings at

Austin State Hospital is  
 siderable amount of time.  
 ty patients are sent if beds  
 ent a letter to Williamson  
 cost of doing the orders,  
 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.

**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 78028clerk@kctc.com  
Fax: (830) 792-2274

Tel. (830) 792-2255

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.
-

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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

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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;

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- (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

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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 1<sup>st</sup> and ending on September 30<sup>th</sup> 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 15<sup>th</sup> 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 1<sup>st</sup> 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.

*new agreement says  
said agree. is for one year  
ending 9/30  
you - automatic  
renew unless  
term by either party  
30 days before  
cancellation*

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**§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

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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:
- 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.
  - All costs authorized by law for appeals to a Texas Court of Appeals or to the Texas Supreme Court.
  - 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.
  - All costs, including bonds, authorized or mandated by law for any proceedings in Federal Court involving a \_\_\_\_\_ County resident covered by this agreement.
  - All compensation of court-appointed personnel, such as attorneys, physicians, language interpreters, sign interpreters and masters as provided in § 571.017 of the Code.

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- 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



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- 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.

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**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

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**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 1634)	\$ 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 1634)	\$ 5.00
PROSECUTORIAL SERVICE FEE	\$ 50.00
JUDICIAL SUPPORT FUND FEE (HB 3211)	\$ 40.00

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## 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	\$ 50.00
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 1634)	\$ 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 8 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 \$5.00 PER DAY OR PORTION THEREOF.

**AGENDA ITEM 27**

Consider awarding/rejecting bids received for the Criminal Justice Center moving services.

Ginny Atkinson from the Auditor's Office addressed the Court.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To award bid received from Electronic Data Carriers of Austin in the amount of \$82,827.38 for the Criminal Justice Center moving services.

Vote: **4 – 0**

< Attachment >