



# TRAVIS COUNTY PURCHASING OFFICE

*Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent*

P.O. Box 1748 / Austin, Texas 78767 / (512) 854-9700 / Fax (512) 854-9185

## NOTICE OF AWARD

September 26, 2014

**SUBJECT: Contract No. 4400002180, Professional Services for Management of Assigned Counsel**

Capital Area Private Defender Service  
Attn: Betty Blackwell  
1306 Nueces  
Austin, TX 78701

Dear Ms. Blackwell:

Enclosed is an executed copy of the above referenced contract entered into between your company and Travis County for Professional Services for Management of Assigned Counsel.

As required by the contract, please provide a Certificate of Insurance within 10 days of receipt of this Notice. You are also requested to provide the "Notice of Intent (NOI)" to subcontract with Historically Underutilized Businesses (HUBs) form, signed by your HUB subcontractors (if applicable). **Also, please assure your certificate contains the contract number as shown above.**

Contact Jason G. Walker at (512) 854-4562 with any questions regarding this contract award.

Your continued service is appreciated.

Sincerely,

Cyd V. Grimes, C.P.M.  
County Purchasing Agent

CVG:jgw

Enclosure

cc: County Auditor: Mike Crawford, Rhett Perry  
County Attorney's Office: Jennifer Kraber  
Criminal Courts: Debra Hale, Director; Joseph Kertz

**CONTRACT  
AWARD**

**TRAVIS COUNTY  
PURCHASING OFFICE**  
P.O. BOX 1748  
AUSTIN, TEXAS 78767



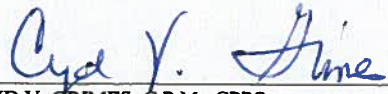
THIS CONTRACT IS ENTERED INTO BETWEEN TRAVIS COUNTY AND THE CONTRACTOR NAMED BELOW, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 262 OR 271, IN ACCORDANCE WITH THE REFERENCED SOLICITATION.

CONTRACT NO.: 4400002180		SOLICITATION NO.: N/A	DATED:
CONTRACT AMOUNT: \$769,894.00, Not-to-Exceed		DELIVERY DATE OR TERM OF CONTRACT: October 1, 2014 – September 30, 2015	
CONTRACTOR:	CODE: TBD	AWARDED AS TO ITEM(S): Attachment A, Exhibit 1 Objectives	
Capital Area Private Defender Service 1306 Nueces Austin, TX 78701 Attn.: Betty Blackwell			

**REMARKS**

**Scope of Contract: The contractor shall provide Professional Services for Management of Assigned Counsel, in accordance with the Terms, Conditions and Specifications of the contract.**

THIS CONTRACT ISSUED PURSUANT TO AWARD MADE BY COMMISSIONERS COURT ON 9/23/2014

  
CYD V. GRIMES, C.P.M., CPPO  
COUNTY PURCHASING AGENT

9/30/14  
DATE

#18  
4-16-14

**PROFESSIONAL SERVICES  
CONTRACT**

FOR

**MANAGEMENT  
OF  
ASSIGNED COUNSEL**

BETWEEN

**TRAVIS COUNTY**

AND

**CAPITAL AREA PRIVATE DEFENDER SERVICE**

**CONTRACT NO.** 4400002180



**PROFESSIONAL SERVICES CONTRACT  
FOR MANAGEMENT OF ASSIGNED COUNSEL  
BETWEEN TRAVIS COUNTY AND  
CAPITAL AREA PRIVATE DEFENDER SERVICE**

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**PROFESSIONAL SERVICES CONTRACT  
FOR MANAGEMENT OF ASSIGNED COUNSEL  
BETWEEN TRAVIS COUNTY AND  
CAPITAL AREA PRIVATE DEFENDER SERVICE**

This Contract is made by the following parties: Travis County, Texas (“County”) and Capital Area Private Defender Service (“Contractor”).

**STATEMENT OF PURPOSE**

The Sixth Amendment to the United States Constitution guarantees the following rights to the accused in a criminal trial:

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, ... and to have the Assistance of Counsel for his defense.

The United States Supreme Court held in *Gideon v. Wainwright*, 372 U.S. 335 (1963) that a criminal defendant who cannot afford a lawyer must be appointed one to ensure a fair trial. This constitutional requirement preserves the fundamental principles of liberty and justice. In *Strickland v. Washington*, 466 U.S. 668 (1984), the Supreme Court elaborated on indigent defense, holding that it is not enough that counsel merely be present, but rather, counsel must be effective. The *Strickland* Court held that in order to secure the Sixth Amendment’s right to assistance of counsel, defense counsel’s skill and knowledge must be evaluated to determine that a defendant has been competently represented.

The State of Texas passed the Fair Defense Act in 2001, which assists local governments in affording counsel for indigent defendants. At the same time, Texas created what is now known as the Texas Indigent Defense Commission, which administers statewide appropriations and policies. The Texas Code of Criminal Procedure lists several different manners and means of providing effective counsel to indigent defendants.

The execution of this Contract between County and Contractor creates a Managed Assigned Counsel Program as described in Article 26.047 of the Texas Code of Criminal Procedure. Contractor shall act as the Judge’s designee, as authorized under Article 26.04 of the Texas Code of Criminal Procedure, to appoint qualified counsel to indigent defendants accused of a crime in Travis County. This Agreement is intended to further justice and fairness in the criminal justice system in Travis County and satisfy the constitutional requirements mandated by the Sixth Amendment.

## AGREEMENT

### 1.0 DEFINITIONS

In this Contract:

- 1.1 “Appointment List” means a list of attorneys licensed to practice in Texas, who have the qualifications and experience detailed in the Travis County Fair Defense Plan and who have applied for and been granted inclusion on the list of attorneys who may be appointed to represent Clients.
- 1.2 “Case” means the representation of one defendant in one accusatory pleading in the prosecution of a misdemeanor or a felony, potentially including multiple charges and in the appeal of the judgment in any such matter. If a single defendant is accused in more than one accusatory pleading, each separate pleading constitutes a separate Case. Matters involving trial competency pursuant to Texas Code of Criminal Procedure Section 46B are not separate Cases. Any proceeding instituted after sentence and requiring appointment of an attorney shall be treated as an additional Case.
- 1.3 “Client” means an adult criminal defendant who has been determined to meet financial eligibility requirements and appointed an attorney on the Appointment List to represent him or her in a Case.
- 1.4 “Commissioners Court” means the Travis County Commissioners Court.
- 1.5 “Contract” means the entire agreement between County and Contractor as described in Section 12.4, including all attachments and exhibits listed in that section.
- 1.6 “County Auditor” means the Travis County Auditor or her designee.
- 1.7 “Day” means calendar day.
- 1.8 “Judge” means any one or all of the judges presiding over the criminal County-Courts-at-Law and the District Courts located in Travis County.
- 1.9 “Notice” means a written statement delivered in compliance with section 11.0.
- 1.10 “Program” means the Managed Assigned Counsel program described in Article 26.047 of the Texas Code of Criminal Procedure and includes the office of Contractor from which Contractor provides the Services described in this portion of the Contract and in Attachment A including its exhibits.
- 1.11 “Project Manager” means the Director of Criminal Court Administration or her designee.
- 1.12 “Purchasing Agent” means the Travis County Purchasing Agent or her designee.
- 1.13 “Services” mean the activities, obligations, and deliverables described in Section 3, Contractor Responsibilities and in the Description of Services in Attachment A, Description of Services.
- 1.14 “TIDC” means the Texas Indigent Defense Commission.
- 1.15 “Working Day” means Monday through Friday except for days that County has designated as holidays.

## 2.0 TERM

- 2.1 Initial Term. This Contract commences on October 1, 2014, and continues until September 30, 2015, unless sooner terminated by either party as provided herein.
- 2.2 Renewal Term(s). Subject to continued funding by the TIDC and Commissioners Court, County has the option to renew this Contract on October 1 of each year for four additional one year terms unless sooner terminated as provided herein. During the fifth year, County will evaluate the effectiveness and efficiency of the Program and determine whether continuation of the Program under this Contract or another arrangement or at all is appropriate and warranted.

## 3.0 CONTRACTOR RESPONSIBILITIES

- 3.1 Implementation of Policies and Procedures. Contractor shall implement the policies and procedures in the Travis County Fair Defense Plan, attached as Exhibit 4 to this Contract, and perform all Services as the Program Administrator under this Contract in compliance with the Travis County Fair Defense Plan. County acknowledges that all attorneys appointed prior to January 1, 2015, the commencement date of the Program, are not subject to the terms of this Contract and the Contractor is not required to provide Services for these attorneys.
- 3.2 Compliance with Grant Application and Contract. Contractor shall perform all services under this Contract in a manner that complies with the County's grant application for Managed Assigned Counsel Program and TIDC's Statement of Grant Award to Travis County for fiscal year 2015 as modified during any extension of this grant. The provisions particularly applicable to Contractor are the budget including positions and amounts, and objectives and evaluation factors stated in Exhibit 1 to Attachment A. These provisions must be followed during this Contract year unless this Contract is amended.
- 3.3 Description of Services. Contractor shall select qualified licensed attorneys in compliance with the Travis County Fair Defense Plan for placement on the Appointment List to provide legal representation for Clients in a timely manner. Contractor shall administer the Program by maintaining an Appointment List and developing a systematic plan for obtaining or developing better trained and better qualified attorneys to represent Clients. Contractor shall provide oversight, supervision, and mentoring to those attorneys on the List. Contractor shall review the attorneys' work on a regular basis, and be responsible for removing attorneys from the Appointment List when Contractor determines that an attorney is no longer able to provide competent representation pursuant to the Travis County Fair Defense Plan. Contractor also makes the preliminary

determination of when investigators or experts are necessary for the proper presentation of a criminal defendant's Case, and shall begin the process to select such professionals. Contractor's Services are outlined in further detail in Attachment A.

3.4 Written Report. Contractor has produced a line-item budget for the Program, including salaries and benefits, which is based on the TIDC Grant Award and attached to this Contract as Exhibit 1 to Attachment A. Contractor will produce a written report by October 15, 2014, which will be attached to this Contract as Exhibit 2 to Attachment A and outline its plan of operation, consistent with Section 26.047(c) of the Texas Code of Criminal Procedure, and including, at least:

- 3.4.1 Copy of Exhibit 1 which is a line-item budget for the Program, including salaries and benefits;
- 3.4.2 A job description of each personnel position, including the Program's executive director;
- 3.4.3 The maximum allowable appointed caseload for any attorney appointed by the Program;
- 3.4.4 Provisions for training personnel and attorneys on the Appointment List;
- 3.4.5 A description of anticipated overhead costs for the Program;
- 3.4.6 A policy regarding licensed investigators and expert witnesses, including when and how provided, types provided, limits of reimbursement provided and any other relevant consideration;
- 3.4.7 A policy ensuring that appointments are reasonably and impartially allocated among qualified attorneys on the Appointment List and describing the methods of accomplishing this;
- 3.4.8 A policy to ensure that appointed attorneys are not assigned cases with conflicts of interest, or the appearance of conflicts unless these have been voluntarily waived with full understanding by all affected Clients; and
- 3.4.9 A declaration providing that no attorney accepting appointments for any case under the program is eligible to serve as a voting member of any board or committee that provides day-to-day oversight, policy creation, or determines or influences the appointment processes of Contractor.

The written report shall be submitted for approval by Commissioners Court and, when approved, attached to this Contract as Exhibit 2 to Attachment A.

3.5 Policies and Procedures Manual. Contractor shall prepare and submit a Policies and Procedure manual for office operation to the Project Manager no later than January 10, 2015. If the manual is amended during the year, the amended version must be submitted to the Project Manager no later than October 30, 2015.

3.6 Professional Qualifications. At all times during the Contract, Contractor shall ensure that its staff maintain in good standing their professional licenses and accreditations



applicable to Services. Contractor shall ensure that its staff perform all acts reasonably necessary to maintain and improve their professional competence and training. Contractor shall notify County within two (2) Work Days if any adverse action related to the professional license and accreditations of any of its staff occurs.

3.7 Full-Time Employment. The following employees of Contractor shall be full-time positions: Executive Director, First Assistant, Second Assistant, and Investigator. Contractor shall require these employees not to work professionally outside of the Services provided under this Contract. For purposes of correlation with the grant contract, the following position titles shall be equivalent:

Attorney – Director	Executive Director
Attorney – Assistant Director	First Assistant
Supervising Attorney	Second Assistant

County recognizes that one or more of these employees may have ongoing cases resulting from a private law practice for which it is not practicable to seek substitution of counsel and which cannot be completed within the time between an offer of employment and their first day of work for Contractor. To facilitate Contractor's ability to select the most qualified and appropriate applicant for each position, County shall not consider it a breach of this Contract if Contractor requires selected applicants to dispose of as many of the obligations of their private practice as practicable before their first day of work and allows these new employees up to six months to complete any matters in which substitution of counsel is not practicable. However, Contractor and these employees must certify the actual hours of work that were devoted to the employees' responsibilities to Contractor and the Program. Contractor acknowledges that it may only request reimbursement for hours spent on work related to the Program and for Contractor and that for purposes of determining the pro-rata portion of the salary which is due to an employee, full time employment is calculated as forty hours per Fair Labor Standards Act work week.

3.8 Right to Contractual Material. All work products created or produced by Contractor as a result of Services, including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material are the property of County at the time of creation. Any intellectual property rights granted to County survive the termination of this Contract and endure for the useful life of the contractual material and other intellectual property rights provided.

3.9 Rights to Contractor's Work Products. Contractor assigns to County any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the work products developed or prepared for County under this Contract. The work products exclude all third party works and products whether or not included or embedded in the Contractor's work products. Contractor shall give County reasonable

assistance, at County's expense, to perfect this assignment of these rights, title and interest. In addition, Contractor retains the right to use its knowledge, experience, and know-how, including processes, ideas, concepts and techniques developed in the course of performing the Services.

- 3.10 Standard of Care. Despite anything to the contrary in this Contract, Contractor shall perform all Services using at least the standard of care that a reasonably prudent person providing the same or similar services would use in similar circumstances. Contractor shall perform the Services and other obligations in this Contract in a good and workmanlike manner. This Contract shall not be interpreted to relieve Contractor of this duty.
- 3.11 Ethical Standards. Contractor shall perform the Services and exercise all discretionary powers in a manner consistent with applicable standards of professional conduct and ethics and Contractor's best professional judgment.
- 3.12 Civil Rights/ADA Compliance. In performing the Services, Contractor shall not discriminate against any applicant, employee, attorney, Client, or other person on the basis of race, color, religion, sex, age, national origin or disability and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended.
- 3.13 Legal Compliance. Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of all Services.
- 3.14 Conflict of Interest Questionnaire. If required, Contractor shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Contractor acknowledges that the law requires County to provide access to this questionnaire on the official Travis County website.
- 3.15 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Attachment C whenever there is a change in status.

#### 4.0 CONTRACTOR WARRANTIES AND ACKNOWLEDGEMENTS

- 4.1 AUTHORITY TO CHANGE CONTRACT. CONTRACTOR ACKNOWLEDGES THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS OR EXHIBITS TO IT, TO APPROVE ASSIGNMENT OF ANY PART OF IT, OR TO WAIVE ANY PROVISION OF IT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY COMMISSIONERS COURT.

- 4.2 Copyrights, Patents, and Licenses. Contractor represents that all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which exist on materials used in this Contract have been adhered to, and warrants that County is not liable for any infringement of those rights.
- 4.3 Payment of Property Taxes. Contractor warrants that Contractor is not currently delinquent in payment of property taxes to the Travis County Tax Assessor-Collector.
- 4.4 Federal Funds. Contractor warrants that Contractor has not paid and will not pay, and no one else has paid and will not pay on behalf of Contractor, any federally appropriated funds to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, any officer or employee of Congress, or any employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 4.5 Independent Contractor. The provisions of this Contract are not intended to create and shall not be deemed or interpreted to create any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of this Contract. Contractor acknowledges that Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Contractor acknowledges that it and its employees are not employees of County, and Contractor and its employees do not gain any rights against County pursuant to the County personnel policies and procedures. This Contract does not confer any benefits on any third parties.
- 4.6 No Agency Relationship. Contractor acknowledges that it does not have the authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County. County does not have the authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.
- 4.7 Return of County Equipment and Access Keys. Pursuant to TIDC's grant funding requirements, County shall purchase furniture and equipment needed for the operation of the Program and County shall maintain ownership of all property purchased with grant funds. Contractor acknowledges that all furniture, equipment, supplies and other tangible property purchased with funds provided by County under this Contract are and remain the property of County while in the temporary possession of Contractor. At the end of this Contract, Contractor shall return County property of any kind, including all keys, access cards and other means of access to County buildings and other property that have been provided to it or its staff. Contractor shall not permit its staff to take or retain any County property or any property of County employees.

## 5.0 COMPENSATION, INVOICING AND PAYMENT

- 5.1 Taxpayer Identification Number. Contractor shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before any Contract funds are payable.
- 5.2 Reimbursement Requests. In consideration of Contractor's satisfactory performance of the Services under this Contract, County shall reimburse Contractor for expenses incurred in compliance with the Budget in Exhibit 1 to Attachment A as amended and approved by County in accordance with the Reimbursement Requirements and Limits in Attachment B. Contractor must request reimbursement from County in compliance with Attachment B. Each reimbursement request submitted by Contractor shall be signed by Contractor.
- 5.3 Unauthorized Requests. County is not liable for any of the following:
- 5.3.1 Costs incurred or performances rendered by Contractor before or after the Contract term,
  - 5.3.2 Expenses not billed to County within the applicable time limits in this Contract,
  - 5.3.3 Any costs for activities not included as Services,
  - 5.3.4 Costs not approved by the Regional Administrative Judge, the Oversight Committee or the Commissioners Court, or
  - 5.3.5 Any costs not allowed under Uniform Grant Management Standards (UGMS) for local governments.
- 5.4 Availability of Funds. This Program is partially operated with grant funds; therefore, the Program and disbursement of funds for it are subject to the availability of those funds. County funds used for payment under this Contract come, in part or in whole, from a grant awarded by TIDC. Violation of any term of the grant provisions may result in TIDC placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring County from receiving future grants. If funds are lost or misused or used in violation of any term of the TIDC grant provisions or any term of this Contract, Contractor shall return funds in full to County.
- 5.5 Delayed Payment to Contractor with Outstanding Debt.
- 5.5.1 In section 5.5, "Debt" includes delinquent taxes, fines, fees owing to the State or the County, and indebtedness arising from written agreements with Texas or

County for which a notice with evidence has been filed with the County Auditor or Travis County Treasurer.

- 5.5.2 Section 154.045 of the Texas Local Government Code authorizes County not to draw a check on any County fund in favor of the Contractor, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies Contractor in writing that the Debt is outstanding.
- 5.5.3 If the Treasurer's notice states that any amount owed by the County to Contractor may be applied to reduce the outstanding Debt, County may apply any amount County owes Contractor to the outstanding balance of the Debt.
- 5.6 Timely Payment. County reimburses Contractor within thirty (30) Days after 1) County accepts the Services and 2) County receives a complete and accurate reimbursement request, whichever is later. County pays interest on overdue payments in compliance with Chapter 2251 of the Texas Government Code.
- 5.7 Return of Overpayment. Contractor is liable to County if County determines that a payment or reimbursement has resulted in overpayment. Contractor shall repay any overpayment or over-reimbursement to County within thirty (30) Days after County requests a repayment. If Contractor does not repay the overpayment or over-reimbursement within thirty (30) Days, County may offset the amount of any overpayment or over-reimbursement against the next amount payable to Contractor under this or any other contract.
- 5.8 Use of Funds. Contractor acknowledges that all County funds provided to it hereunder must be used only to enable Contractor to meet its responsibilities as stated herein.

## 6.0 RECORDS AND AUDITS

- 6.1 Maintenance and Retention. Contractor shall create and maintain all necessary and appropriate information and documentation (including accounting records) related to its operations and the Services in accordance with generally accepted accounting principles. Records shall be kept in a readily available location until a financial audit in conformance with the State Single Audit Circular is completed and all questions arising from it are resolved satisfactorily for at least seven (7) years after providing the Services, or until any litigation concerning any Services has been satisfactorily resolved, whichever occurs later.
- 6.2 Inventory. Contractor shall inventory all furniture and equipment provided to Contractor by County or purchased by Contractor with contract funds and, Contractor shall provide County a copy of this inventory with its last expenditure report annually. Contractor shall allow County to perform a physical inventory to verify the Contractor's report if requested.

- 6.3 Information Required by TIDC. Contractor shall provide all data and statistical information required to be reported to TIDC to the Director of Court Administration in a mutually acceptable electronic format. County shall submit the necessary and required information to TIDC.
- 6.4 Texas Public Information Act. The Parties acknowledge that this Contract, all performance under this Contract, and all information obtained by County in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOV'T. CODE, Chapter 552, and all legal authorities relating to such Act, including decisions and letter rulings issued by the Texas State Attorney General's Office; and Contractor agrees to provide County, citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- 6.5 Fee Schedule. The Judges shall provide a fee schedule as to the guidelines for payment amounts to the appointed attorneys. A copy of that fee schedule is included in the Travis County Fair Defense Plan, and attached to this Contract as Exhibit 4 to Attachment A. County and Contractor acknowledge that if TIDC or the Texas legislature promulgates rules at any time during this Contract while County is receiving grant funding from TIDC, modifications to this Contract may be immediately necessary and both parties shall amend this Contract to bring it into compliance with these new laws or rules.
- 6.6 Audit and Access. At reasonable times and on reasonable notice, Contractor shall make available to County or its duly authorized representatives any information and documentation in Contractor's possession or control, which directly pertains to Services for audits, examinations, excerpts, and transcriptions for as long as Contractor has access to the information and documentation. If requested, Contractor shall permit the County Auditor and her representatives and TIDC and its representatives to audit Contractor's financial records and accounting system, in particular in relation to compliance with budget and grant restrictions.
- 6.7 Monitoring. County monitors Contractor in relation to utilization, activity and reporting of financial data to evaluate whether performance is within budget. If there are deficiencies in performance, County shall provide Contractor with a written report detailing the fiscal and performance deficiencies within thirty (30) days. Within forty five days after receipt of the report, Contractor shall respond in writing to each finding of deficiency and describe proposed corrective action to be taken by Contractor including the title of the person responsible for implementing the correction, the corrective action to be taken and the anticipated completion date. If Contractor believes that corrective action is not needed, Contractor shall provide an explanation with specific reasons and supporting documentation for that position. If appropriate, County approves the correction plan and Contractor shall comply with it.

- 6.8 Attorney-Client Privilege. This Contract is not to be interpreted to permit County to examine the files of appointed attorneys pertaining to actual representation of Clients, and the laws defining the attorney-client privilege and attorney work-product must be strictly interpreted and observed to protect Client confidentiality.
- 6.9 Single Audit. If required based on the level of grant funding received in any contract year and the applicable Uniform Grant Management Standards, Contractor shall have a single audit conducted in compliance with the State Single Audit Circular issued under the Uniform Grant Management Standards and submit a copy of the results to County within 30 days after the earlier of when Contractor receives the results of the audit or nine months after the end of the contract year.

## 7.0 RISK ALLOCATION

- 7.1 Definition of Claim. In section 7.2 and 7.3, "Claim" means any negligence, cause of action, suit, proceeding before any administrative agency, loss, damages, or liability of any kind, including all expenses of litigation, court costs and attorney's fees.
- 7.2 Indemnification. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL CLAIMS, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED BY CONTRACTOR UNDER THIS CONTRACT, WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY CONTRACTOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF CONTRACTOR AND ANY OTHER THIRD PARTY. THIS INDEMNIFICATION ALSO APPLIES TO ANY CLAIMS ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING LICENSE, PATENTS OR COPYRIGHTS APPLICABLE TO MATERIALS USED OR PRODUCED UNDER THIS CONTRACT. THIS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY CONTINUES BEYOND THE TERMINATION OF THIS CONTRACT.
- 7.3 Claims Notification. If Contractor receives notice or becomes aware of any Claim against Contractor or County, without regard to who brought it, Contractor shall give County Notice within three (3) Working Days after Contractor becomes aware of the Claim or threat of Claim. Unless otherwise directed, Contractor shall furnish County copies of all pertinent papers received by Contractor regarding the Claim. Contractor's Notice shall include:
- 7.3.1 A written description of the Claim;
  - 7.3.2 The name and address of whoever made or threatened to make the Claim;
  - 7.3.3 The basis of the Claim;
  - 7.3.4 The court or administrative tribunal, if any, where the Claim was instituted; and
  - 7.3.5 The name of any other persons against whom this Claim is being made or threatened.

**7.4 Requirement for Insurance.** Contractor shall have and maintain at least the minimum types of insurance listed in Section 7.6 throughout the term of this Contract, as extended. Contractor's insurance must be sufficient to cover the needs of Contractor pursuant to applicable generally accepted business standards related to the risks associated with providing the Services, but not less than the minimum coverage limits listed in Section 7.6. Depending on Services provided by Contractor, supplemental insurance requirements or alternate insurance options may apply in addition to those listed in Section 7.6. If County authorizes Contractor to subcontract Services under this Contract, Contractor shall either maintain insurance that covers all subcontractors and complies with 7.5 and 7.6 throughout the term of the Contract or ensure that all subcontractors have and maintain insurance for the work related to the Services that is performed by them and that their insurance complies with sections 7.4, 7.5, 7.6 and 7.7 while performing work related to the Services.

**7.5 General Insurance Requirements.** Contractor shall comply with the following requirements related to insurance:

- 7.5.1 Contractor shall obtain insurance written by companies licensed in Texas that have an A.M. Best rating of B+ VIII or higher. If Contractor wants to use surplus carriers, these carriers are subject to County approval.
- 7.5.2 Insurance that names County as an additional insured is primary for all claims under it.
- 7.5.3 Before Contractor begins Services, Contractor shall have at least the required insurance in force. Contractor shall not allow any insurance to be cancelled or lapse and shall not permit the minimum limits of coverage to erode or otherwise be reduced during this Contract. Contractor is responsible for all premiums, deductibles, and self-insured retention.
- 7.5.4 Contractor shall submit a Certificate of Insurance written on the state-approved form and signed by the writing agent or the carrier to the Purchasing Agent within ten (10) Working Days after the earlier of execution of the Contract by both parties, or the effective date of the Contract. The Certificates of Insurance must include the Travis County contract number, all deductibles and self-insured retention, and the endorsements applicable to the type of insurance as stated in 7.6.
- 7.5.5 Contractor shall provide replacement Certificates of Insurance to the Purchasing Agent within ten (10) Days of each renewal of insurance during the term of this Contract in compliance with 7.6 and 7.7.
- 7.5.6 On its request, County is entitled to receive certified copies of policies and endorsements at no additional expense to County.
- 7.5.7 Contractor acknowledges that County has the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the Services have changed or expanded.
- 7.5.8 Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor.



7.6. Minimum Coverage. Contractor, at no cost to County, shall maintain each type of insurance coverage described in this Section with liability limits at least as great as the minimum insurance coverage in this Section, and this insurance shall be applicable to both Contractor and any subcontractor performing work related to Services. Minimum insurance coverage may be written as combined single limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

7.6.1. Workers' compensation and employers' liability insurance that meets the following minimum requirements:

7.6.1.1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

7.6.1.2. Employers' liability with minimum coverage limits as follows:

7.6.1.2.1. \$500,000 bodily injury each accident,

7.6.1.2.2. \$500,000 bodily injury by disease, and

7.6.1.2.3. \$500,000 aggregate policy limit.

7.6.1.3. These policies shall be subject to the laws of Texas and include the following endorsements in favor of Travis County:

7.6.1.3.1. Waiver of Subrogation (Form 420304), and

7.6.1.3.2. Thirty (30) Day Notice of Cancellation (Form 420601).

7.6.2. Commercial general liability insurance that meets the following minimum requirements:

7.6.2.1. Minimum limits for coverage:

7.6.2.1.1. \$1,000,000 per occurrence for coverage A for Bodily Injury and Property Damage,

7.6.2.1.2. \$1,000,000 per occurrence for coverage B Personal Injury and Advertisement, and

7.6.2.1.3. \$2,000,000 aggregate policy limit.

7.6.2.2. The Policy shall be subject to the laws of Texas and include the following endorsements in favor of Travis County:

7.6.2.2.1. Blanket contractual liability for this Contract,

7.6.2.2.2. Independent Contractor Coverage,

7.6.2.2.3. Waiver of Subrogation (Form CG 2404),

7.6.2.2.4 Thirty (30) Day Notice of Cancellation (Form CG 0205), and

7.6.2.2.5 Travis County named as additional insured (Form CG 2010).

7.6.3. Automobile liability insurance that meets the following minimum requirements:

7.6.3.1 Automobile Insurance Requirement. As Contractor represents that it provides no transportation services of any type, and Contractor's use of motor vehicles is strictly limited to travel to and from work or work sites, Contractor shall provide evidence of Personal Auto Policy coverage with limits of \$100,000 / \$300,000 / \$50,000.

7.6.3.2 Any policy Contractor provides in compliance with section 7.6.3.1 shall be subject to the laws of Texas and include the following endorsements in favor of Travis County:

7.6.3.2.1 Waiver of Subrogation (Form CG 2404),

7.6.3.2.2 Thirty (30) Day Notice of Cancellation (Form CG 0205), and

7.6.3.2.3 Travis County named as additional insured (Form CG 2010).

7.6.4 Professional liability / Errors & Omissions insurance that meets the following minimum requirements:

7.6.4.1 Minimum limit for coverage for malpractice, negligent acts, errors, or omissions and sexual harassment:

7.6.4.1.1 \$1,000,000 per claim, and

7.6.4.1.2 \$3,000,000 aggregate policy limit.

7.6.4.2 The Policy shall be subject to the laws of Texas and include the following endorsements in favor of Travis County:

7.6.4.2.1 Waiver of Subrogation (Form CG 2404), and

7.6.4.2.2. Thirty (30) Day Notice of Cancellation (Form CG 0205).

7.6.4.2.3 Travis County named as additional insured (Form CG 2010)

7.6.4.3 If this coverage is written on a claims made basis, the retroactive date must be prior to the earlier of the date this Contract is signed or its effective date and include a three (3) year extended reporting period from the date this Contract ends. The Certificate of Insurance must state whether the coverage is claims made and, if so, contain both the retroactive date of coverage and the extended reporting date.

7.6.4.4. Any subcontractor who is not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of

insurance on the state approved form annually on the renewal date of their insurance policy.

**7.6.5 Blanket Crime Policy Insurance.**

7.6.5.1 Contractor shall provide a Blanket Crime Policy with a minimum coverage of \$150,000.

7.6.5.2 If coverage is written on a claims made policy, the retroactive date shall be prior to the date Services begin under this Contract or the effective date of this Contract, whichever is earlier. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. The Certificate of Insurance shall clarify whether coverage is for claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

7.6.5.3 Additional insured status for Travis County is not required.

7.7. Filing Insurance Certificates. Immediately after execution of this Contract, and upon each yearly renewal thereafter, Contractor must submit the Certificate of Insurance, and updates, in compliance with Section 7.6 to the following address:

Cyd Grimes C.P.M. CPPO (or her successor)  
Travis County Purchasing  
Contract #  
P.O. Box 1748  
Austin, Texas 78767

**8.0 MODIFICATIONS OR AMENDMENTS**

8.1 Requests for Changes. Contractor shall submit requests for changes to this Contract to the Project Manager with a copy to the Purchasing Agent.

8.2 Change of Name. If Contractor's actions require County to recognize a change of Contractor's name, Contractor must notify the Purchasing Agent and Project Manager immediately. County does not recognize any change in its Contractor's obligations until Commissioners Court approves the change.

8.3 Subcontracting. Contractor may not subcontract with any other person to perform any of the Services or other obligations under this Contract. Subcontracting does not include the appointment of attorneys for representation of Clients or the employment of speakers or the use of administrative support services. If this Contract is modified and subcontracting is later allowed, Contractor must provide for insurance for subcontracts as stated in Section 7.4, 7.5 and 7.6 and require subcontractors to complete and update a Certification Regarding Debarment on the form in Attachment C whenever there is a change in status and provide the Purchasing Agent and Project Manager with copies of these certifications.

## 9.0 DISPUTE RESOLUTION

### 9.1 Procedure.

- 9.1.1 Correspondence. In this section, “Correspondence” means any notice, document, letter, email, or other tangible transfer of information related to an issue and the “Dispute Manager” means the Purchasing Agent with a copy to the Project Manager.
- 9.1.2 Notice of Dispute. If the Contractor and the Project Manager have been unable to resolve any issue related to this Contract, Contractor may submit a notification of the dispute to the Dispute Manager. The Notice should contain specific details about the issues and Contractor’s preferred resolution of the dispute, including mediation, if desired. The Contractor may include any other relevant information.
- 9.1.3 Flow of Information. After the Dispute Manager receives the Contractor’s Notice, the Dispute Manager represents County in the administration of the dispute. After this Notice, any additional Correspondence is not effective unless it is directed to or sent by the Dispute Manager. If Contractor disagrees with any Correspondence issued by the Dispute Manager, Contractor shall submit a written response detailing its reasons for disagreement with the Correspondence to the Dispute Manager and the Project Manager within ten (10) Days after receipt of the Correspondence.
- 9.1.4 Proposed Resolution. Within thirty (30) Days after the Dispute Manager receives Contractor’s response, the Dispute Manager must send a final written proposal for resolution of the dispute to Contractor.
- 9.1.5 Appeal. If the final written proposal does not resolve the dispute to Contractor’s satisfaction, Contractor may submit a written appeal to the Commissioners Court through the Dispute Manager within ten (10) Days after receipt of the unsatisfactory proposal. The Dispute Manager forwards a copy of the appeal to the Project Manager for it to be placed on the Commissioners Court agenda. The Commissioners Court hears the appeal. Contractor may make a presentation at that hearing.

9.2 Mediation. When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

9.3 Remedies for Non-Compliance with Contract or Deficiency Report after Monitoring. If Contractor is in breach of this Contract County may take one or more of the following actions:

- 9.3.1 disallow all or part of the cost of the action that is not in compliance and seek a return of the cost,
- 9.3.2 impose sanctions, other than fines,
- 9.3.3 temporarily withhold all payments until all breaches and deficiencies are corrected,
- 9.3.4 not renew the contract at the end of the current term, or
- 9.3.5 terminate the contract in whole or in part.

9.4 Suspension. After notice to Contractor, County may suspend this Contract in whole or in part and withhold further payments to Contractor until County and Contractor resolve the issues causing the suspension. Contractor shall not incur additional obligations of Contract funds after receipt of a Notice of suspension until Contractor receives a Notice from County that the issues supporting suspension are resolved to County's satisfaction.

9.5 Non-Waiver of Default. County expressly reserves all its rights under this Contract. Any action that County takes to exercise any right or remedy shall not be interpreted as a waiver of any other rights or remedies or preclude the exercise of any other right or remedy under this Contract or under any law. A payment, act, or omission by County shall not impair or prejudice any of its rights or remedies.

## 10.0 TERMINATION

10.1 Termination for Convenience. Either party may terminate this Contract at any time by giving the other party Notice in writing of termination at least sixty (60) Days before the effective date of the termination. If County terminates this Contract, County is not liable for any loss of future costs of Contractor, but Contractor shall be entitled to compensation necessary to pay remaining outstanding administrative costs due as a result of Contractor performing the functions and duties outlined in this Contract before the effective date of termination.

10.2 Termination for Default. Either party may terminate this Contract for the failure of the other party to perform any material provision of this Contract by delivering Notice of termination for default. A material provision would include any violation of the terms of the funding grant or non-compliance with the terms of the Travis County Fair Defense Plan. A party may not terminate for default if the party was a contributing cause of the failure to perform. The Contract terminates immediately when the defaulting party receives that Notice. If County terminates this Contract, County is not liable for any loss of future costs anticipated by Contractor.

10.3 Automatic Termination. This Contract shall immediately and automatically terminate upon the occurrence of any one of the following:

- 10.3.1 Dissolution of Contractor;
- 10.3.2 Adjudication of insolvency, under state or federal law or regulation,
- 10.3.3 Assignment for the benefit of creditors;
- 10.3.4 Any action seeking or having the effect of imposing bankruptcy, reorganization or receivership, or seeking relief under that law, unless the action has been vacated within sixty (60) Days;
- 10.3.5 Appointment of a receiver for all or a substantial portion of its property that is not discharged or vacated within sixty (60) Days;
- 10.3.6 Any action of custody, attachment or sequestration against Contractor;
- 10.3.7 Cessation of doing business or termination of its business operations;
- 10.3.8 Abandonment of its duties and responsibilities in this Contract by either party;
- 10.3.9 Failure to perform its responsibilities in a professional manner by either party; or
- 10.3.10 Any substantiated allegation of wrongdoing by Contractor that could materially interfere with its performance of its duties.

10.4 Funding Out. Despite anything to the contrary in this Contract, if the Commissioners Court or TIDC fails to provide funding for this Contract during the budget planning and adoption process for the next County fiscal year, County may terminate this Contract after giving Contractor thirty (30) Days' Notice that this Contract is terminated due to the failure to fund it.

## 11.0 NOTICE

11.1 Written Notice. All notices between the parties and related to this Contract shall be given to the other party in writing. If a Notice is delivered in person to the address in this section 11.0 for the party to whom the Notice is given, that Notice is deemed to have been given immediately. If a Notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section 11.0 for the party to whom the notice is given, that Notice is deemed to have been given on the third Working Day following mailing.

11.2 County Address. The address of County for all purposes and notices under this Contract is:

Cyd Grimes, C.P.M. CPPO (or her successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail, not required):

Project Manager's Name: Debra Hale  
Project Manager's Title: Director of Criminal Court Administration  
Project Manager's Department: Travis County Criminal Courts  
P.O. Box 1748  
Austin, Texas 78767

11.3 Contractor Address. The address of Contractor for all purposes and notices under this Contract is:

Capital Area Private Defender Service  
Attn: Betty Blackwell  
1306 Nueces  
Austin, Texas 78701

11.4 Change of Address. Each party may change its address for notice by giving Notice of the new address. County and Contractor shall give Notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

## 12.0 GENERAL PROVISIONS

12.1 Time is of the Essence. Timing of performance of the Services and of delivery of all deliverables is of the essence. If any delivery or completion dates cannot be met, Contractor must inform the Project Manager immediately. Providing this information does not change the delivery or completion dates unless this Contract is amended.

12.2 Forfeiture of Contract Benefits. If Contractor has done business with a Key Contracting Person during the 365 day period immediately before the date of execution of this Contract or does business with any Key Contracting Person during the performance of this Contract, Contractor shall forfeit all benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. In this section and Attachment D, "Key Contracting Person means any person or business listed in Exhibit 1 to the Ethics Affidavit attached to this Contract as Attachment D. In this section and Attachment D, "Is doing business" and "has done business" mean:

12.2.1 Paying or receiving in any calendar year any money or valuable thing with a value of more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

12.2.2 Loaning or receiving a loan of money or goods, or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

12.2.3 But do not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public, or any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business.

12.3 Force Majeure. “Force Majeure” means any cause generally recognized under Texas law as constituting impossible conditions. Neither party is financially liable to the other party for delays or failures in Contract performance caused by Force Majeure. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party Notice within five (5) Working Days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

12.4 Entire Agreement. This Contract contains the entire agreement between County and Contractor related to the subject matter of this Contract. If County and Contractor made any prior agreements, promises, negotiations, or representations that County and Contractor have not expressly stated in this Contract, those prior agreements, promises, negotiations, or representations are null and void.

12.4.1 The Attachments listed below are a part of this Contract, and are promised performances by Contractor under this Contract:

12.4.1.1 Attachment A – Description of Services & Performance Measures

12.4.1.1.1 Exhibit 1 Capital Area Private Defender Service Budget, Objectives, and Evaluation Measures

12.4.1.1.2 Exhibit 2 –Contractor’s Written Report

12.4.1.1.3 Exhibit 3 – MOU between ACDLA, ABA, & Judiciary

12.4.1.1.4 Exhibit 4 – Travis County Fair Defense Plan

12.4.1.1.5 Exhibit 5 – Reporting Tables

12.4.1.2 Attachment B – Reimbursement Requirements and Limits

12.4.1.2.1 Exhibit 1 – Travis County Financial Forms

12.4.1.3 Attachment C – Certification Regarding Debarment

12.4.1.4 Attachment D – Ethics Affidavit

12.4.1.5.1 Exhibit 1 – List of Key Contracting Persons

12.5 Authority.



- 12.5.1 The Purchasing Agent acts as County's overall Contract administrator. The Purchasing Agent may designate representatives to transmit instructions and receive information.
- 12.5.2 Project Manager has been designated as County's primary representative on the project and acts on behalf of County with respect to Services. Project Manager has the authority to interpret and define County policies and decisions regarding Services.
- 12.5.3 Project Manager may designate representatives to transmit instructions and receive information. Project Manager reviews, inspects and examines Contractor's performance of Services.
- 12.6 Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this Contract are performable in Travis County, Texas.
- 12.7 Binding Contract. Despite any other provision in this Contract, this Contract is binding upon County and Contractor and their respective successors, executors and administrators.
- 12.8 Non-Party Beneficiaries. No provision in this Contract creates any rights in any person or entity that is not a party to this Contract, and the rights to performance in this Contract are only enforceable by the County and the Contractor.
- 12.9 Authority of Judges. Notwithstanding the terms of this Contract, any Judge may appoint attorneys from the Appointment List pursuant to article 26.04 of the Texas Code of Criminal Procedure when that Judge deems it necessary or in cases where exigent circumstances exist.
- 12.10 Survival. Conditions and covenants of this Contract which by their terms are performable after the termination of this Contract shall survive such termination and remain fully performable.
- 12.11 Interpretational Guidelines.
- 12.11.1 Sovereign Immunity and Affirmative Defenses. This Contract must not be interpreted to include anything that is effective as a waiver of sovereign immunity or a waiver of any affirmative defenses available to County.
- 12.11.2 Severability. If any provision of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of the Contract remains valid and binding.
- 12.11.3 Computation of Time. In computing a time period under this Contract, exclude the first Day and include the last Day. If the last Day does not occur on a Working Day, the last day is extended until the next Working Day. Commissioners Court customarily designates the following as holidays: New Year's Day (January 1), Martin Luther King's Birthday (third Monday in

January), Presidents' Day (third Monday in February), Memorial Day (fourth Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans' Day (November 11), Thanksgiving and day after (last Thursday and Friday in November), Christmas Day and either the day before or day after which ever results in a four day weekend if possible (December 25 plus one).

12.11.4 Number and Gender. Unless the context clearly requires otherwise, words of any gender are construed to include all genders and words in singular and plural are construed to include the other.

12.11.5 Headings. The headings and titles throughout this Contract are included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Contract.

12.12 Exemption from County Purchasing Act. Pursuant to Section 262.024 of the Texas Local Government Code, the Commissioners Court hereby orders this Contract exempt from the requirements established by Section 262.023 of the Texas Local Government Code because it is a contract for the purchase of personal or professional services.

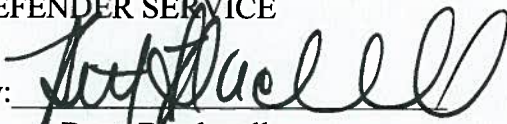
12.13 Duplicate Originals. This Contract may be executed in duplicate originals and is effective when executed by both parties.

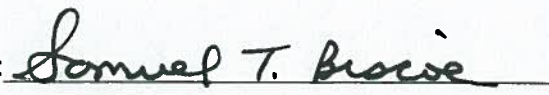
13.0 SIGNATURES

13.1 Those signing this Contract on behalf of Contractor, or representing him or her or themselves as signing this Contract on behalf of Contractor, warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

CAPITAL AREA PRIVATE  
DEFENDER SERVICE

TRAVIS COUNTY

By:   
Betty Blackwell  
Member, Board of Directors

By:   
Samuel T. Biscoe  
Travis County Judge

Date: 9-9-14

Date: 9-16-14

Approved as to Legal Form By:

  
Assistant County Attorney

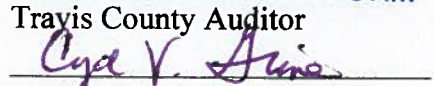
Date: 9/9/2014

Funds Verified By:

  
**SEE VERIFICATION FORM**  
Travis County Auditor

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

Approved by Purchasing:

  
Travis County Purchasing Agent

Date: 9/16/14

**ATTACHMENT A**

**DESCRIPTION OF SERVICES & PERFORMANCE MEASURES**

**ATTACHMENT A**  
**DESCRIPTION OF SERVICES & PERFORMANCE MEASURES**

1.0 Description of Services.

- 1.1 Provision of Qualified Attorneys. Contractor shall create and maintain an Appointment List and provide Project Manager with the Appointment List to use when appointing attorneys to Clients. Additionally, in the event that a Judge needs to appoint an attorney from the bench, Contractor shall provide an appropriate, qualified attorney from the Appointment List and Contractor shall notify Project Manager.
- 1.2 Review of Legal Representation. To ensure that a high quality of legal representation is provided to indigent defendants, Contractor shall monitor, review, mentor and train the attorneys on its list. Included in this review, Contractor shall provide continuing legal education classes for the attorneys on its Appointment List. Contractor shall also attend court proceedings on a regular basis in order to observe attorneys on the Appointment List, and provide guidance to attorneys needing assistance to fully perform their role as appointed legal counsel.
- 1.3 Assistance to Indigent Defendants. Contractor shall provide, through the internet and telephone access, a means to receive complaints about the performance of appointed attorneys directly from Clients. Competent personnel of Contractor should be available on all Working Days to receive complaints and properly address them based on a written procedure. Contractor shall develop this procedure, including a procedure for reassigning a Case if Contractor believes it is in the interest of justice. However, Contractor acknowledges that a Judge may at any time determine the adequacy of the performance of any attorney in court-appointed Cases and take whatever action the Judge, in his or her sole discretion, decides is necessary and appropriate under the circumstances. The number and nature of such complaints, as well as their disposition, shall be included in summary form, in the annual report of Office to County, as described in Section 6.7 below.
- 1.4 Management and Supervision of County Budget Approved for Indigent Defense. Contractor is responsible for maintaining a high level of representation for Clients without raising the costs incurred by County for indigent defense.
  - 1.4.1 Controlling Costs. Contractor must maintain control of costs based on:

1.4.1.1 ensuring that the representation provided to each Case is appropriate,

1.4.1.2 scrutinizing requests for investigators, experts and second chairs, and

1.4.1.3 carefully monitoring all payment vouchers submitted by attorneys.

1.4.2 Monitoring and Reporting Costs. Taking into account the number and complexity of Cases, Contractor shall provide a report and Notice to the Commissioners Court if the quarterly costs for representation for indigent defense exceed those costs for the same quarter during the previous fiscal year by more than five (5) percent, or if cumulatively the costs for any two or more quarters during the fiscal year exceed the same period during the previous year by more than five (5) percent. This report and notice is to provide Commissioners Court the opportunity to take appropriate action, up to and including termination of this Contract. The report should provide an analysis comparing the number and complexity of the cases in each period and providing explanations about circumstances that have affected the costs during the current period.

## 2.0 Performance Benchmarks.

2.1 Attorney Training. Contractor and County acknowledge that ongoing professional training is necessary to keep attorneys abreast of changes and developments in the law. Contractor must ensure that attorneys on the Appointment List maintain enough hours of training to comply with the State Bar of Texas as well as the Travis County Fair Defense Plan. Contractor shall facilitate sufficient training, whether in-house or through a qualified provider of Continuing Legal Education certified by the State Bar of Texas, that allows attorneys on the Appointment List to stay up-to-date on developments in relevant law and procedure. Contractor shall provide training that covers topics suggested by the judges after a majority vote of the judges. This subject shall be included in the annual report of Contractor as described in Section 6.7 below.

2.2 Attorney Evaluation. The Executive Director of the Program, or their designee, shall evaluate the professional performance of appointed attorneys at least annually, or more frequently as Contractor determines necessary. The Executive Director shall also consider judicial, Board, and Review Committee feedback during the course of the evaluation of professional performance of appointed attorneys, as well as taking into account any complaints or grievances from Clients. The number of evaluations conducted and the results thereof shall be included in summary form in the annual report of Contractor to County as described in Section 6.7 below.

- 2.3 Attorney Caseloads. Contractor and County agree that the number and type of Cases for which a lawyer is responsible may impact the quality of representation Clients receive. While there are many variables to consider, including the seriousness or complexity of each Case and the skill and experience of an attorney, useful information might be gathered from evaluation of the caseloads of appointed attorneys. Contractor shall meet the requirements set out in Exhibit 4 to Attachment A. To this end, Contractor shall include the caseloads of each Program attorney by types of Cases, as well as the average appointed caseloads for Program attorneys as a whole in the monthly and annual reports of Contractor to County, as described in Section 6.7 below.
- 2.4 Initial Client Meetings. Contractor and County agree that attorneys should make initial contact with a Client within one (1) Working Day of attorney appointment. When a Client is in custody at a Travis County facility, the attorney should conduct a client interview as soon as practicable after being appointed by Contractor, and no later than five (5) days after the attorney receives notice of appointment of a client's misdemeanor Case and not later than ten (10) days from notification of a felony Case appointment, to obtain the necessary information to provide qualified representation in the early stages of the case. This initial contact also serves to provide the client with information concerning the lawyer's representation and the course a criminal Case takes in the Travis County District Courts and County Courts-at-Law.
- 2.5 Monitoring Initial Meetings. Contractor will devise a system to monitor the occurrence of initial contacts and early interviews of Clients. The monitoring system should include, but is not limited to, recording the number of days between appointment and the attorney's initial client meeting. An attorney shall not be paid unless it is verified that he or she has contacted client within the time period specified by the Travis County Fair Defense Plan, unless good cause is shown by the attorney for non-compliance with the Travis County Fair Defense Plan. Additionally, Contractor shall keep track of the days from appointment to initial interview contact when a defendant is in jail. The results shall be included in the monthly and annual reports of Contractor to County, as described in Section 6.7 below.
- 2.6 Mentoring. Contractor shall develop a mentoring program to solicit experienced attorneys to assist assigned attorneys in developing specific skills and knowledge that will enhance the assigned attorneys' professional and personal growth in relation to the representation of Clients. In this program, the experienced attorneys may provide instruction on specific issues, coaching on a particular skill, sharing of resources and networks, encouragement in professional growth and development.

Contractor shall solicit and provide mentors and support them, as needed. Contractor shall develop various methods of creating mentoring relationships, including possibly mentor initiated and program matching. Contractor shall develop a policy describing the mentoring program.

### 3.0 Evaluation of Program.

- 3.1 Collection of Data for Evaluation. Contractor shall develop surveys to collect information to assist the Oversight Committee in its evaluation of the Program. Contractor through its Executive Director shall create a simple survey to be given to the Judges at the beginning of each contract year. This survey should address the overall impression of the Judges regarding the quality of the representation of Clients and other defendants, and in particular Clients and defendants with mental health issues, both by the Program and by private practitioners and the impact of such cases. Contractor, through its Executive Director, shall create a survey to be distributed to the Judges following jury trials to assess their satisfaction with representation by assigned attorneys in these trials. Contractor through its Executive Director shall also create a survey to be distributed to the Clients to assess the level of overall satisfaction with the representation received from the assigned attorneys and the Program.
- 3.2 Creation of the Oversight Committee. County and Contractor acknowledge that evaluation of Contractor's performance of the Services is a function that necessarily includes the participation of an impartial review, and for that purpose have created an Oversight Committee. The purpose of this committee is to ensure the objective evaluation of Contractor and to ensure that Clients receive appropriate, timely and qualified representation. County provides written notification to Contractor of the names and contact information for members of the Oversight Committee by September 30 of each year. Membership of the oversight committee shall consist of the following persons or their designee:

- 3.2.1 Presiding District Court Judge
- 3.2.2 Travis County Presiding County Court-at-Law Judge
- 3.2.3 Travis County Court Administrator
- 3.2.4 Travis County Criminal Justice Planning Chair
- 3.2.5 A Travis County Commissioner or the County Judge
- 3.2.6 Travis County Director of Mental Health Public Defender
- 3.2.7 Travis County Director of Juvenile Public Defender

Any changes in the membership of the Oversight Committee shall be made in writing and approved by both parties.

- 3.3 Function of the Oversight Committee. County shall ensure that the Oversight Committee does the following:
- 3.3.1 Conducts an annual Contract review, assessing the performance of Contractor;
  - 3.3.2 Holds quarterly meetings with the Board of Directors of Contractor reviewing the state of the Program;
  - 3.3.3 Reviews monthly reports on the amount of funds spent on indigent defense and comparisons with similar prior periods;
  - 3.3.4 Reviews the annual report presented by Contractor before publishing; and
  - 3.3.5 Makes recommendations to the Commissioners Court based on the Oversight Committee's review.
- 3.4 Result of Review. Upon the submission of any report and/or recommendation by the Oversight Committee, either party may require the other party to meet and discuss any changes to the Program or amendments to this Contract that may be warranted based on the report and recommendations.
- 3.5 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff, Judges and the Oversight Committee as reasonable and necessary and as required by the terms of this Contract.
- 3.6 Establishment of the Review Committee. In addition to the Oversight Committee, the Contractor's Board of Directors must create a Review Committee in accordance with Texas Code of Criminal Procedure 26.047(e). The Contractor's Board of Directors must name a chair for this review committee.
- 3.7 Function of the Review Committee. The Review Committee will:
- 3.7.1 Make final determinations on acceptance or removal of qualified attorneys for the Appointment List;
  - 3.7.2 Make the final determination on the level of an attorney on the Appointment List, described in Exhibit 4 to Attachment A;
  - 3.7.3 Hear appeals of appointed attorneys concerning payment vouchers required by section 5.1 below;
  - 3.7.4 Hear specific allegations of unsatisfactory performance of an attorney; and
  - 3.7.5 Hear any matter referred by Contractor for adverse action against an attorney on the Appointment List.
  - 3.7.6 Hear an appeal required by Section 5.2 below.



3.8 Extent of Authority of Review Committee. Any determination of the Review Committee regarding acceptance, removal or level on the Appointment List is final, binding, and conclusive.

4.0 Requests for Additional Assistance

4.1. Potential Additional Attorneys. If the attorney appointed to a Case seeks a second chair because of the complexity of the Case, the complexity of a part of the Case or for any other purpose, the appointed attorney shall make that request to the Executive Director of the Program. If the Executive Director denies the request, the appointed attorney may appeal the decision to the Review Committee. If the Review Committee approves second chair assistance as necessary to provide effective representation, the Review Committee shall immediately instruct the Director to appoint a second chair and state the amount of funds approved for the second chair. The Judge presiding over any Case may, in his or her sole discretion, determine that a second chair is necessary or appropriate to provide proper representation in the Case and either appoint a second chair or direct Contractor to do so.

4.2. Requests for Investigators. If an appointed attorney seeks authority to hire an investigator, the appointed attorney shall request authority from the Contractor. For purposes of determining whether an investigator is necessary in any Case, Contractor shall have an investigator on staff to assist. Contractor's investigator must make a list of appropriate investigators, determine what appropriate rates are for investigative services, and in each Case, analyze how much, if any, investigative work is necessary. If Contractor denies the appointed attorney's request for authority to hire an investigator, the appointed attorney may appeal his or her request to the Judge presiding over the Case, and the appointed attorney shall be given an opportunity to have a hearing upon said denial and make an appropriate appellate record.

4.3. Requests for Experts. If an appointed attorney seeks authority to hire an expert, the appointed attorney shall request authority from Contractor. If Contractor denies the request, the appointed attorney may appeal his or her request to the Judge presiding over the Case, and the appointed attorney shall be given an opportunity to have a hearing upon said denial and make an appropriate appellate record.

5.0 Procedures for Reviewing Payment Requests.

5.1 Initial Payment Determination. Contractor shall make the initial review of requests for payment by appointed attorneys, investigators, and experts. Contractor shall apply the fee schedule included in Exhibit 4 to Attachment A to each person requesting payment in each Case and scrutinize each request for payment. If an appointed attorney, investigator or expert is dissatisfied with Contractor's decision concerning payment, that person may appeal that decision to the Review

Committee. The decisions of the Review Committee on payment may be appealed to the Regional Presiding Judge.

- 5.2 Submission of Payment Requests to County. When the payee is satisfied with the review of the payment request or a decision has been made by the Review Committee, Contractor shall forward the payment request to the Project Director for processing by Travis County.

6.0 Programmatic Reporting Requirements.

- 6.1 Contractor shall provide County all programmatic data that County needs to complete the quarterly on-line progress report that must be submitted to TIDC. Contractor shall provide programmatic reports monthly, quarterly, and annually to the Project Manager.
- 6.2 Monthly, Contractor shall submit reports on the items listed in Outputs under Evaluation in Exhibit 1 to Attachment A. Monthly reports are due to the Program Manager no later than the 10<sup>th</sup> day of the month after the month to which they relate.
- 6.3 Quarterly, Contractor shall submit reports on
- 6.3.1 all items in the Reporting Tables in Exhibit 5 to Attachment A and
  - 6.3.2 all items listed under Evaluation in Exhibit 1 to Attachment A.
- 6.4 Quarterly reports are due to the Project Manager no later than the 10<sup>th</sup> day of the month after the end of the quarter to which they relate as follows:
- 6.4.1 For October, November, & December reporting due January 10<sup>th</sup>
  - 6.4.2 For January, February, & March reporting due April 10<sup>th</sup>
  - 6.4.3 For April, May, & June reporting due July 10<sup>th</sup>.
- 6.5 The quarterly report for the last quarter (July, August, & September) may be included in the annual report and is due to the Project Manager no later than October 30<sup>th</sup>.
- 6.6 County and Contractor acknowledge that the items in the Reporting Tables in Exhibit 5 to Attachment A and the items listed under Evaluation in Exhibit 1 to Attachment A may not be an exhaustive list of reporting or conditions that may develop throughout this Contract. Any requests to change or modify these reporting requirements or conditions shall be made in writing.

6.7 Annual Report of Contractor. For each year of this Contract, Contractor shall submit a written report to County, no later than October 30, commencing in October, 2015, detailing Contractor's performance as required throughout this Contract including this Attachment. The annual report shall include the quarterly report for the last quarter. In addition to a cumulative report for the entire year on all items covered in the quarterly reports, the annual report shall include a report on each of the Performance Benchmarks in section 2 of this Attachment A. The annual report will also include the annual expenditures of the Program based on the budget of the Program, setting forth the operation and administrative costs of the Program for the year. Contractor shall provide this report to County via the Project Manager who shall then be responsible for submitting the data to TIDC.

**EXHIBIT 1 TO ATTACHMENT A**

**CAPITAL AREA PRIVATE DEFENDER SERVICE BUDGET,**  
**OBJECTIVES, AND EVALUATION MEASURES**

Budget for Capital Area Private Defender Service  
October 1, 2014 through September 30, 2015

<b><u>OPERATING EXPENSES</u></b>	<b><u>Total</u></b>
Attorney - Director of the Managed Assigned Counsel Program	\$160,000
Attorney - Assistant Director of the Managed Assigned Counsel Program	\$130,000
Supervising Attorney of the Managed Assigned Counsel Program	\$110,000
Investigator	\$80,000
Administrative Assistant	\$50,000
Part-time Financial Analyst	\$35,000
<b>SALARY EXPENSE</b>	<b>\$565,000</b>
Fringe Benefits - Medical, Retirement, Long-Term Disability, Parking, etc.	\$104,060
Taxes @7.65% up to base salary of \$113,700	\$38,434
<b>TOTAL PERSONNEL COSTS</b>	<b>\$707,494</b>
<b><u>NON-PROFIT OPERATING EXPENSES</u></b>	
<b>INSURANCE</b> (Professional insurance coverage for Director and/or Board of Directors)	\$4,000
<b>TRAINING AND PROFESSIONAL MEMBERSHIPS</b> (Travel/training for professional development and memberships, including bar dues.)	\$10,500
<b>PROFESSIONAL SERVICES</b> (Accounting/Tax-CPA to file non-profit tax returns and other financial documents)	\$5,000
<b>OFFICE SPACE</b> (provided by Austin Bar Association through September 2015. 1st year does not include rent and technology maintenance.)	\$0
<b>MENTORSHIP PROGRAM</b> (Mentoring for new and current attorneys seeking to increase levels on the list.)	\$30,000
<b>OFFICE SUPPLIES/MISC.</b>	\$11,100
<b>NON-PROFIT CONTRACT BUDGET TOTALS</b>	<b>\$768,094</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$768,094</b>
<b><u>CAPITAL/EQUIPMENT</u></b> (One-time office startup costs: Telephones)	<b>\$1,800</b>
<b>GRAND TOTAL</b>	<b>\$769,894</b>

This budget was developed under the assumption that the Services are based on a 12-month period. The schedule provides the Contractor twelve months of funds at each of the original agreed upon funding levels. If the Contractor has a delayed start in the first contract year, it will be necessary to adjust the amount of compensation payable in that year.

## **Objectives**

Contractor shall perform all Services in a manner consistent with and designed to attain the following objectives stated in the TIDC grant contract:

**Objective 1:** Maintain a separate legal entity, with an advisory committee, governing board, director and appropriate staff.

**Objective 2:** Implement a fully functional managed assigned counsel program dedicated to representing indigent adult defendants charged with a felony or misdemeanor criminal offense in Travis County - by January 1, 2015.

**Objective 3:** Establish attorney, investigator and expert performance standards by October 15, 2014.

**Objective 4:** Monitor compliance with established attorney, investigator and expert performance standards - by October 1 each year beginning in October, 2015.

**Objective 5:** Develop a system of on-call attorneys to handle urgent appointments when necessary unless due to exigent circumstances or good cause, a judge designates an attorney from the approved list pursuant to Texas Code of Criminal Procedure, Art. 26.04, notifies Contractor of the appointment.

**Objective 6:** Develop a system of panels where attorneys are matched with cases based upon qualification, experience, and training.

**Objective 7:** Monitor compliance by assigned defense counsel with the requirement related to initial contact with the client, conducting the initial interview with the client.

**Objective 8:** Establish and monitor compliance with caseload limits for all panel attorneys to ensure adequate availability for all matters.

**Objective 9:** Implement and monitor a policy to ensure that any attorney appointed pursuant to this program does not accept appointments in any case that involves a conflict of interest for the attorney unless the conflict has been waived by all affected clients.

**Objective 10:** Implement quality standards for appointed investigators and experts and employ a full time investigator to review requests for investigators and full-time attorneys to review requests for expert assistance and make a determination on those requests.

**Objective 11:** Review and approve fee requests by counsel, investigators and experts.

**Objective 12:** Conduct a survey of Judges to determine their opinion of the quality of representation by attorneys being provided through this program - by October 1 each year beginning in October, 2015.

**Objective 13:** Present and review the monthly report of indigent defense funds prepared by Court Administration with the Oversight Committee.

**Objective 14:** Produce an annual statistical report of activities in collaboration with Court Administration for submission to the Travis County Judiciary and Commissioners Court - by March 1 each year beginning in March, 2016.

### Methodology or Project Design (Activities)

If practicable, Contractor shall perform the following activities by the following deadlines stated in the TIDC grant contract:

1. Make every attempt to hire an attorney director who meets at least the minimum qualifications for that position to begin employment on or about October 1, 2014.
2. Instruct the Director to develop a written plan of operation including the information required in Article 26.047 of the Texas Code of Criminal Procedure and any other requirements listed in the contract with Travis County by November 1, 2014.
3. Instruct the Director to make every attempt to hire the staff needed so that they can begin employment on or about November 1, 2014.
4. Begin operation on or before January 5, 2015 and provide quality defense services in cases as needed.
5. Provide annual statistical reports detailing information from the plan of operation and other requirements listed in this contract by March 1, each year beginning in March, 2016.
6. Provide performance reports to County related the discretionary grant quarterly, as requested by County.

### Evaluation

Contractor acknowledges that the following tasks and measures stated in the TIDC grant contract are the basis on which the performance of this Program contract will be evaluated and that grant funding for subsequent years depends on this evaluation. Contractor understands that its cooperation in timely completion of these tasks and reporting information related to the measures is essential:

<b>Task</b>	<b>Definition</b>	<b>Measure</b>
Job Descriptions Completed	Job descriptions for each position in the office will be developed.	Report date completed
Staff Hired	Director, Assistant Director, Supervising Attorney, Full Time Administrative Assistant, Investigator and Part-time Financial Analyst	Report indicating when each position is filled
Director Start Date	This position will set up the office.	Report the date employee is added to payroll
Software Setup	Set up case management and monitoring system.	Date software is functional.
Staff Start Date	Assistant Director, Supervising Attorney, Full Time Administrative Assistant,	Report indicating the date each employee is added to payroll

	Investigator, and Part-time Financial Analyst	
Policies and Procedures Complete and Training Provided to Staff	A policy and procedure manual to identify basic office procedures, how office will function and various staff roles.	Date manual distributed to staff and staff trained.
Commence Representation by program	Develop referral process from courts. Assist courts with submission of amendments to indigent defense plans if necessary.	Date that all plans are updated as necessary or contact made with the courts.
Begin Serving Defendants.	Office receives referral.	Report the date first case is received from court or Court Administration.

### Outputs

<b>Task</b>	<b>Definition</b>	<b>Measure</b>
Department Caseload	The number of active cases assigned to the Program on the last business day of each month.	Monthly report detailing the department caseload.
Department Cases Disposed	The total number of cases disposed during each month	Monthly report detailing the number of disposed cases
Average Caseload Summary	Total number of cases referred divided by total number of Program attorneys	Report average caseload for all attorneys by month.
Individual Attorney Caseload	The number of cases assigned to each attorney by the Program on the last business day of each month.	Report the number of cases assigned for all attorneys.
Average Cost per Case by Program	The attorney fees paid divided by the number of cases disposed annually	Report the average cost per case by year
Percent of Cases Receiving Appointed Counsel	Number of cases appointed divided by total cases assigned to the criminal courts	Report the number of appointed cases divided by the total cases
Percentage of Bench Appointments Made	Bench appointments divided by total number of appointments	Report bench appointments by court

### Outcomes

<b>Task</b>	<b>Definition</b>	<b>Measure</b>
Days from Appointment to	The number of days from the date	Report the average



First Contact with Defendant	the order of appointment is received until a contact is made with the defendant.	number of days between receipt of the order of appointment to the contact with defendant. Report the number of cases where the initial contact is made more than 1 working day after the order of appointment is received.
Days from Appointment to Initial Interview Contact with Defendant (in jail only)	The number of days from the date the order of appointment is received until the initial interview is made with the defendant in jail.	Report the average number of days between receipt of the order of appointment to the initial interview with incarcerated defendant.  Report the number of cases where the initial interview is made more than 5 days after the order of appointment is received in a misdemeanor case and more than 10 days after the order of appointment is received in a felony case.
Days to Disposition (in jail)	The number of days from arrest to disposition for inmates that remain in jail continuously.	Report the average number of days between arrest of the case to the disposition of the case.
Days from Arrest to Release	The number of days from the arrest to the release from jail on bond, while the case is pending.	Report the average number of days that the inmate is in jail until released on bond.
Type of Disposition of Cases	The type of disposition (dismissal, guilty plea or Jury/Bench trial/12:45's) in each case assigned to the Program	Report the number of: 1)Dismissals 2) Guilty Pleas pursuant to a plea agreement 3) Jury/Bench Trials on Guilt/Innocence and Punishment 4) 12:45's
Type of Convictions	The type of conviction handed down	Report the number of cases

	in each case (if found guilty)	where a defendant was convicted.  Report the number of cases where a defendant was convicted of a lesser offense.
Acquittals	Cases assigned to the Program where the jury/court finds the defendant not guilty at guilt/innocence	Report the number of cases where a defendant was found not guilty of any offense.
Sentence Severity	The length of sentence handed down by case type (excluding capital)	Report the average sentence length by case type for convictions
Survey of Stakeholders	<p>Create a simple survey to be given to Judges. The survey should be conducted at the beginning of the grant period prior to services and annually thereafter. The survey should address the overall impressions of the quality of mental health indigent defense services from the office and from the private bar, as well as the impacts of such a case.</p> <p>Create a user survey to be distributed to clients of the office to gauge the overall satisfaction with representation.</p> <p>Judicial Trial Survey</p>	<p>Report any change between the pretest and post-test, as well as annual changes.</p> <p>Report level of client satisfaction with office representation.</p> <p>Report judicial satisfaction following jury trials regarding Program representation</p>
Type of Bonds	The number of cases receiving each bond type divided by total appointed cases	Report the percent of cases receiving bonds by bond type (surety, personal, cash)
Use of Investigators	The total number of cases utilizing an investigator divided by the total number of cases.	Report the percentage of cases where an investigator was utilized
Use of Experts	The total number of cases utilizing an expert divided by the total number of cases.	Report the percentage of cases where an expert was utilized

**Timely Filings of Appellate Briefs**

**The total number briefs filed on time divided by total briefs filed**

**Report the percentage of briefs filed timely**

**EXHIBIT 2 TO ATTACHMENT A**

**CONTRACTOR'S WRITTEN REPORT**

**EXHIBIT 3 TO ATTACHMENT A**

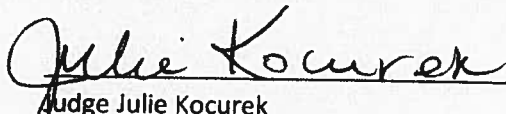
**M.O.U. BETWEEN ACDLA, ABA, AND THE JUDICIARY**

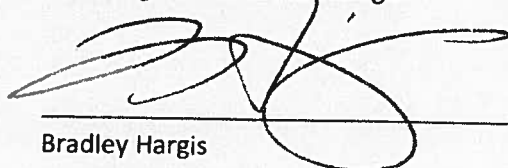
**Memorandum of Understanding between the Austin Criminal Defense Lawyers  
Association (ACDLA), Austin Bar Association (ABA), and the  
Travis County Criminal Judiciary  
Amended 08-27-14**


The Travis County Criminal Judiciary has expressed unanimous support for the creation of a non-profit between ACDLA and ABA that shall be known as the Travis County Private Defender Office (Managed Assigned Counsel Program) under the following conditions:

1. The Board of Directors (BOD) shall consist of no less than 7 members.
2. No member of the BOD shall be permitted to receive court appointments nor shall they be an active prosecutor.
3. One member of the BOD shall be named by the Travis County Judicial MAC Implementation Committee, who shall consist of the following persons or their designee: the Presiding Judge of the Travis County District Courts, the Presiding Judge of the Travis County Courts at Law, the Director of Criminal Courts Administration, the Director of Criminal Justice Planning, a Travis County Commissioner, the Director of the Mental Health Public Defender, and the Director of the Juvenile Public Defender Office. If the contract is approved by Travis County, the member shall, after serving a term of three years, be named by the Travis County Private Defender Oversight Committee. The member of the Board selected by the Travis County Judicial MAC Implementation Committee shall be a retired criminal law judge.
4. Two members of the BOD shall be named by the ACDLA in a manner determined by their organization. One Director will serve a three year term and one Director shall serve a two year term.
5. Two members of the BOD which shall be named by the ABA in a manner determined by their organization. One Director will serve a three year term and one Director shall serve a two year term.
6. The remaining two members of the BOD shall not consist of actively practicing attorneys and will be selected by the existing BOD members to provide skills necessary and relevant to the Organization with an emphasis on financial and business experience while considering recommendations from the Oversight Committee.
7. The Organization shall select for its Review Committee attorneys with no less than 10 years of criminal law experience.
8. At no time will the qualifications for any panel be less than those currently adopted by the Travis County Fair Defense Plan.
9. The Courts will retain power, as authorized by Texas Code of Criminal Procedure Art. 26.04, to make the appointments in cases where exigent circumstances exist.

Approved on the 28 day of August, 2014

  
\_\_\_\_\_  
Judge Julie Kocurek  
Presiding Administrative Judge

  
\_\_\_\_\_  
Bradley Hargis  
Presiding Director of the Austin  
Criminal Defense Lawyers Association

  
\_\_\_\_\_  
Judge Elisabeth Earle  
Presiding County Court at Law Judge  
President of the Austin Bar Association

**EXHIBIT 4 TO ATTACHMENT A**

**TRAVIS COUNTY FAIR DEFENSE PLAN**



**OFFICE OF COURT ADMINISTRATION  
COUNTY INDIGENT DEFENSE PROCEDURES REPORT – COVER SHEET**

COUNTY/COUNTIES Travis County, Austin, Texas

- Presiding Criminal Judge of Travis Country Judge Julie Kocurek  
Name
- OR**
- Local Administrative Statutory County Court Judge/County Judge \_\_\_\_\_  
Name
- OR**
- Chairman of the Juvenile Board or Designee \_\_\_\_\_  
Name

Report Prepared By: <u>Debra Hale</u>
Mailing Address <u>P. O. Box 1748</u> <u>Austin, Texas 78767</u>
Position/Title <u>Director of Criminal Court Administration</u>
City <u>Austin</u> State <u>TX</u> ZIP Code <u>78767</u>
Telephone Number: <u>512-854-9244</u>
Email Address: <u>debra.hale@co.travis.tx.us</u>

<b>PLEASE INDICATE THE COURTS COVERED BY THIS REPORT:</b>
<input checked="" type="checkbox"/> This is a combined report for all criminal courts in the county.
<input type="checkbox"/> This is a separate report for the District Courts trying criminal cases in the county.
<input type="checkbox"/> This is a separate report for the County Court and Statutory County Courts trying criminal cases in the county.
<input type="checkbox"/> This is a report of the Juvenile Board for the Juvenile Courts trying juvenile cases in the county

<b>PLEASE INDICATE WHETHER YOU ARE SUBMITTING A PLAN:</b>
<input checked="" type="checkbox"/> This report includes the indigent defense plan and procedures for the courts indicated above.
<input type="checkbox"/> This report does not include the indigent defense plan and procedures for courts indicated above. Please use the plan and procedures submitted previously and currently found on the Task Force's website. (Must also complete Adult or Juvenile Indigent Defense Plan Summary)

Please email your Cover Sheet, Plan Summary (if applicable) and updated plan and forms to [djohnson@ppri.tamu.edu](mailto:djohnson@ppri.tamu.edu). A Word template for the Cover Sheet, Plan Summary and plan is available for download at [www.courts.state.tx.us/tfid](http://www.courts.state.tx.us/tfid).

Alternatively, you may mail the Cover Sheet, Plan Summary, and plans/procedures described above to:

Office of Court Administration  
Attn: Task Force on Indigent Defense  
P.O. Box 12066  
Austin, Texas 78711



**Contact Person for Out of County Arrests:** This is the person who should be contacted to arrange for appointments of counsel when a person is arrested in another county based on an arrest warrant or directive to apprehend issued in your county on behalf of your jurisdiction (District, County, or Juvenile Courts):

**Name:** Carol Nance  
**Title:** Judicial Aide  
**Telephone Number:** 512-854-9244  
**Fax Number:** 512-854-4464  
**Email Address:** [carol.nance@co.travis.tx.us](mailto:carol.nance@co.travis.tx.us)

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## Travis County Criminal Courts Fair Defense Act Program Guidelines Standards and Procedures

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The criminal district and county court at law judges of Travis County (hereinafter referred to as the "criminal court judges") are committed to providing timely and quality legal representation to indigent criminal defendants, to guaranteeing fair and neutral procedures for attorney selection, and to ensuring that minimum competency standards for court-appointed attorneys are established, while striving to wisely expend public funds. In administering the Travis County Fair Defense Plan (hereinafter referred to as The Plan), these rules are adopted by the criminal court judges to ensure compliance with the above stated goals and principles.

Pursuant to the Texas Code of Criminal Procedure (hereinafter referred to as TCCP) Articles 26.04 (a), 26.04 (f-1) and 26.047 the criminal court judges by majority vote authorized the presiding criminal court judge to petition the Travis County Commissioners Court to apply for a grant from the Texas Indigent Defense Commission to help implement a Managed Assigned Caseload Program to administer court appointed criminal cases assigned to the Travis County district and county courts. The Austin Bar Association and the Austin Criminal Defense Lawyers Association have created the Capital Area Private Defender Service (CAPDS), a non-profit corporation whose purpose is to manage court appointed cases in accordance with this plan. The CAPDS shall serve as the Program Administrator for The Plan.

The CAPDS shall incorporate the rules of The Plan into its Plan of Operation in order to meet or exceed the standards for indigent defense and to be in compliance with the Fair Defense Act of 2001. The CAPDS shall manage approved appointed attorneys appearing in the Travis County Criminal County Courts at Law and the Criminal District Courts. Each attorney accepted to provide legal representation under this plan shall be provided a copy of these rules and procedures by the MAC.

### PROMPT MAGISTRATION

#### When the right to appointed counsel attaches.

*a. If the defendant is arrested pursuant to a warrant:*

The detaining authority must present the defendant before the magistrate within 48 hours of arrest.

*b. If the defendant is arrested without a warrant:*

If the defendant is in jail after being arrested without a warrant for a misdemeanor and a magistrate has not determined probable cause, the defendant must be released on bond, not to exceed \$5,000, not later than 24 hours after arrest.

If the defendant is in jail after being arrested without a warrant for a felony, and the magistrate has not determined probable cause, the defendant must be released on bond, not to exceed \$10,000, not later than 48 hours after arrest.

If the prosecutor files an application, a magistrate may postpone the release of the defendant for not more than 72 hours after arrest.

Magistration of defendants arrested WITH OR WITHOUT a warrant.

- a. Persons in custody brought before a magistrate shall be informed by the magistrate of the right to request counsel under TCCP Article 15.17 Subsection (e) and (f). A record will be made of these proceedings and shall be preserved as required by TCCP Article 15.17.
- b. If the arrested person does not speak or understand the English language or is deaf, the magistrate shall ensure that the information and assistance are provided with the assistance of an interpreter consistent with TCCP Articles 38.30 and 38.31.
- c. If the defendant asks that an attorney be appointed, the magistrate shall instruct pre-trial services officer to assist the defendant in filling out the Indigence Application and request for appointed counsel.

The pre-trial services officers shall assist the defendant with completing the Indigence Application in compliance with the criminal court judges' instructions. TCCP Article 17.033.

**INDIGENCE DETERMINATION STANDARDS**

A pretrial services officer shall interview a defendant in jail after arrest to determine personal bond status AND collect information regarding a person's ability to pay for an attorney. If the defendant requests appointed counsel, pretrial staff will provide the defendant with reasonable assistance filling out the Indigence Application in accordance with criminal court judges' instructions and protocol. If a defendant does not request and meet the qualifications to receive an appointed attorney, the person will sign and date the Indigence Application at the appropriate top section indicating counsel is not requested.

- a. Financial Standards for Determining Indigence. The following standards shall apply to each defendant equally, regardless of whether the defendant is in custody or has been released on bail.
  1. The following criteria as incorporated in the Travis County Indigence Application apply in determining whether a defendant is indigent:
    - The defendant's annual income
    - Source of income
    - Assets

- Property owned
- Outstanding obligations
- Necessary expenses
- The number and ages of dependents
- Spousal income available to defendant; and
- Any other inquiries by a court
- Whether the defendant has posted bail shall not be considered, except to the extent that it reflects the defendant's financial circumstances.

2. Presumption of Indigence:

- The defendant's current household income does not exceed 125% of the current Federal Poverty Guidelines.
- The defendant is currently receiving food stamps, Medicaid, temporary assistance for needy families, social security assistance or public housing.
- The defendant is currently serving a sentence in a correctional facility, mental health institution or other sentence.

3. A judge may determine that a defendant who does not meet any of the financial standards set forth above is nevertheless indigent if the defendant is otherwise unable to retain private counsel without substantial hardship to the defendant or the defendant's dependents, taking into account the nature of the criminal charge(s), the anticipated complexity of the defense, the estimated cost of obtaining competent legal representation for the matter charged, and the amount needed for the support of the defendant and the defendant's dependents.

The defendant shall swear under oath before a pre-trial officer, clerk or judge that the information provided by the defendant is true.

If a defendant is determined to be indigent, he/she is presumed to remain indigent for the remainder of the proceedings in the case unless a material change in the defendant's financial circumstances occurs.

The defendant's Indigence Application shall be transmitted to the Travis County Criminal Court Administrator's Office, (hereinafter referred to as TCCA) no later than 24 hours after the defendant appears before the magistrate. TCCP Art. 15.17(a).

### **MINIMUM ATTORNEY QUALIFICATIONS**

**The Program Administrator may establish additional criteria to determine which attorneys are qualified to represent persons charged with class A and B misdemeanors, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> degree and state jail felonies as well as appeals. The qualifications adopted by the Program Administrator shall maintain or exceed the standards that are currently set forth below:**

- a. General Minimal Qualifications for All Court Appointed Attorneys. The following standards apply to each attorney who applies to be on the appointment list and wants to remain on that list:
1. An attorney must have on file with the Program Administrator a completed, notarized application approved by the Review Committee. Attorneys must ensure all information on their application is correct and current.
  2. An attorney must be a licensed practicing attorney and a member in good standing with the State Bar of Texas.
  3. An attorney must either live in Travis County, or live in an adjoining county and maintain an office within Travis County.
  4. An attorney must attend any CLE course required by the Program Administrator.
    - A. An attorney must complete a minimum of 11 hours of CLE: 10 hours in the area of criminal and procedure each year plus one hour of ethics relating to the practice of criminal law. All attorneys on the appointment list must file a CLE affidavit with the Program Administrator each year attesting to completion of this required CLE.
    - B. In lieu of the CLE affidavit, an attorney who is currently certified in criminal law by the Texas Board of Legal Specialization may show proof of that certification.
  5. An attorney must have a secretary, receptionist, answering service, or a cell phone with texting capabilities. An attorney must have an active e-mail account to receive court appointments and notices regarding procedural changes. In addition, an attorney must respond promptly to a phone call or text from the court or from the Program Administrator.
  6. An attorney shall notify the Program Administrator promptly, in writing, of any matter that would disqualify the attorney by law, regulation, and rule or under these guidelines from receiving appointments to represent indigent defendants.
  7. After approval by the Review Committee, attorneys must attend a general orientation conference regarding the operation of the appointment process and first setting procedures.
  8. Pursuant to TCCP Article 26.04(j)(4), an attorney shall submit by October 15th of each year a statement that describes the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in this county for adult criminal cases and juvenile delinquency cases for the prior 12 months that begins on October 1 and ends on September 30. The report must be submitted through the online form to the Texas Indigent Defense Commission.

9. An attorney must meet other standards adopted by the Program Administrator that do not fall below the standards set forth in this Plan.

b. Minimum Qualifications for Misdemeanor Court Appointed Attorneys.

1. Must meet the General Minimal Qualifications.
2. Must have a minimum of one-year work experience in practicing criminal law.
3. The evaluation of experience and competency is done when the applicant applies to be on the appointment list and on a periodic basis thereafter. Factors to be considered are:
  - 1) Competence, diligence, and skill
  - 2) Years actively engaged in the practice of criminal law
  - 3) Certification as a criminal law specialist
  - 4) Attendance at advanced criminal law courses
  - 5) Any other special skills
4. Must have at least the experience of being lead counsel in 2 misdemeanor jury trials. Experience as 2<sup>nd</sup> chair in a felony case may substitute for 1 misdemeanor trial. The styles and cause numbers of these cases should be listed in the county courts appointment application.
5. Must have prior appellate experience to be assigned appeals.
6. Attorneys on the misdemeanor appointment list may qualify for one or more of the following lists based upon experience and competency:
  - 1) Misdemeanor Appointment List
  - 2) Misdemeanor Mental Health Appointment List
  - 3) Misdemeanor Appeal Appointments will be made from the Felony Appellate B Appointment List.
7. An attorney must meet other experience and competency requirements as deemed appropriate by the Program Administrator that do not fall below the standards set forth in this Plan.

c. Minimum Qualifications for Mental Health Court Appointed Attorneys. The following standards apply to each attorney who is appointed to represent a defendant on the specialized mental health dockets accused of a criminal offense.

1. An attorney must meet the general qualifications.

2. An attorney applying for mental health court appointments must have served as a prosecutor in a county or district attorney's office for at least two years or have practiced criminal defense law on a regular basis for a minimum of two years.
  3. The evaluation of experience and competency is done when the applicant applies to be on the appointment list and on a periodic basis thereafter. Factors to be considered are:
    - 1) Competence, diligence, and skill
    - 2) Years actively engaged in the practice of criminal law
    - 3) Certification as a criminal law specialist
    - 4) Attendance at advanced criminal law courses
    - 5) Any other special skills
  4. An Attorney must have been lead counsel in at least 3 mental health cases (whether misdemeanor or felony) with at least one of the following issues presented: competency, sanity or court ordered mental health treatment. The styles and cause numbers of these cases must be listed in the appointment application.
  5. An attorney must have received 3 hours of CLE in mental health criminal issues or receive training within 3 months of placement on the mental health appointment list.
  6. An attorney must be knowledgeable concerning criminal law related to defendants with mental health issues and the Texas Mental Health Code.
  7. An attorney applying for the misdemeanor mental health court appointment list must meet requirements for placement on the misdemeanor list.
  8. An attorney applying for the felony mental health court appointment list must meet requirements for placement on the Category B felony list.
  9. An attorney must meet other experience and competency requirements as deemed appropriate by the Program Administrator that do not fall below the standards set forth in this Plan.
- d. Minimum Qualifications for Felony Court Appointed Attorneys. The following standards apply to each attorney who is appointed to represent a defendant accused of a felony.
1. An attorney must meet the general qualifications.



2. An attorney must have served as a prosecutor in a county or district attorney's office for at least two years or have practiced criminal defense law on a regular basis for a minimum of two years.
3. An attorney must have been lead counsel in at least 3 misdemeanor jury trials or first or second chair in at least two felony jury trials. The styles and cause numbers of these cases must be listed in the district courts appointment application form.
4. Attorneys on the felony appointment list may qualify for one or more of the following lists based upon experience and competency:
  1. Felony A Appointment List
  2. Felony B Appointment List
  3. Felony C Appointment List
  4. Felony Mental Health Appointment List
  5. Felony Appellate A List
  6. Felony Appellate B List is also utilized to appoint misdemeanor appeals.
5. The evaluation of experience and competency is done when the applicant applies to be on the appointment list and on a periodic basis thereafter. Factors to be considered are:
  - 1) Competence, diligence, and skill
  - 2) Years actively engaged in the practice of criminal law
  - 3) Certification as a criminal law specialist
  - 4) Attendance at advanced criminal law courses
  - 5) Any other special skills
6. Other experience and competency as deemed appropriate by the Program Administrator that do not fall below the standards set forth in this Plan.

**Felony Lists:**

**Capital Cases:** Attorneys will qualify and receive appointments pursuant to TCCP Article 26.052 and are subject to the Third Judicial Region's Capital Attorney Selection Committee's rules and procedures.

**A List:** Attorneys must have significant experience with all phases of a criminal practice including aggravated and first degree felony jury trials as lead counsel; very knowledgeable concerning criminal law and procedure, and capable trial lawyer.

**B List:** Attorneys must have experience trying misdemeanor and some felony trials to a jury and before the court and second-chairing serious felony cases; experience trying other contested matters such as felony pre-trials and probation revocations; capable and knowledgeable but lacking experience in serious/aggravated felony cases.

**C List:** Knowledgeable concerning criminal law and procedure and possessing trial skills but lacking significant felony trial experience, some jury trial experience in misdemeanors and, at least as second chair, in felonies.

**Appellate:** Knowledgeable concerning criminal law and procedure and appellate procedure; prior experience analyzing appellate records and filing criminal appeals.

**A Appellate List:** Attorneys placed on this list must have prior experience in felony level appellate work. At least two prior felony appellate briefs, along with any other requested data shall be submitted for review. The brief submission requirement contemplates the submission of a fully developed brief. An Anders brief alone will NOT satisfy the brief submission requirement. The complexity of the appellate work done will be a factor in determining eligibility and placement on the A level appellate list. This list will include: non-death capital cases, 1<sup>st</sup> degree felony cases, and those cases involving habitual or 1<sup>st</sup> degree punishment ranges. A lawyer on this list may be appointed to any felony appeal (except a death penalty case).

**B Appellate List:** Attorneys placed on this list must have experience in appellate work at the misdemeanor, class A or B levels. At the time of application, a brief evidencing prior appellate experience shall be submitted for review with any other relevant information. A lawyer on the B list may be appointed to appeal only felony cases of a 2<sup>nd</sup> degree or lower.

**Voting on Qualifications:** The Program Administrator through its Review Committee will determine the appropriate list placement for each attorney.

e. **Duties of Newly Appointed Attorneys.**

1. An attorney is notified of an appointment by e-mail. The attorney shall, within three working days of receiving notice of appointment, enter into the Indigent Defense Application (the internet based application) an acknowledgment of the appointment and a confirmation that the attorney made a reasonable effort to contact the defendant by the end of the first working day after the date of the appointment. Reasonable effort includes letter, fax, phone, videoconference, or personal visit.
2. In felony cases, court appointed attorneys must visit all appointed clients incarcerated at the Travis County jail in person (or utilize videoconferencing) at the earliest possible time and that initial visit shall not be later than ten days from notification of assignment. This visit shall be noted in the Indigent Defense Application by the attorney within three working days.
3. In misdemeanor cases, court appointed attorneys must visit all appointed clients incarcerated at the Travis County jail in person (or utilize videoconferencing) at the earliest possible time and that initial visit shall not be later than five days from notification of assignment. This visit must be noted in the Indigent Defense Application by the attorney within three working days.

## **Suspension or Removal of Attorney from Appointment List and Readmission to List**

### **a. General Competence/Review by Program Administrator.**

1. Appointed attorneys are reviewed annually by the Program Administrator through its Review Committee. The judges shall submit an annual evaluation of all appointed attorneys to the Review Committee. These evaluations will be used in the Review Committee's assessment of each attorney's performance. The district judges will evaluate the felony list attorneys and the county court at law judges will evaluate the misdemeanor list attorneys. Each judge will evaluate each attorney's performance and indicate whether the attorney: exceeds expectations, meets expectations, or is below expectations.

### **2. General Criteria**

- Efficiency:
- A. Punctuality-Court appearances, motions, briefs, etc.
  - B. Preparation in all areas
  - C. Efficient use of court time
- Knowledge:
- A. Knowledge of individual court's rules and procedures
  - B. Knowledge of Criminal Law
  - C. Knowledge of Criminal Procedures
  - D. Knowledge of probation programs, sentencing options, etc.
- Skill:
- A. Ability to communicate and conduct business with Judges, court staff, and district/county attorney in a civil and effective manner
  - B. Ability to deal effectively with clients
  - C. Ability to present legal arguments to court
  - D. Ability to examine witnesses, present objections and perform jury trial skills.
- Ethics:
- A. Follows rules of professional conduct
  - B. Honesty in dealings with court, other lawyers, staff, and clients

3. TCCA will assist in compiling the judicial evaluations and will forward the reviews to the Program Administrator. At the judges' discretion judicial evaluations may be anonymous. An attorney who receives at least two "below expectations" ratings from the judges will be presented to the Review Committee for review. A majority of the Review Committee shall vote to take one of the following actions:

- 1) remove the attorney from the appointments list; or

- 2) communicate observations and concerns through the Review Committee Chairman or the CAPDS Director on behalf of the body of judges to the attorney; or
  - 3) place the attorney on a lower list (felony appointments only); or
  - 4) place the attorney on probation for a specific period.
4. Terms and period of a probation term will be defined and communicated by the Program Administrator to the attorney. Attorneys placed on probation, may re-apply at the expiration of the probationary period, and the Review Committee will re-evaluate the attorney's performance. A majority of the Review Committee shall vote to either:
- 1) remove the attorney from probation; or
  - 2) suspend the attorney from the list for a longer period; or
  - 3) place the attorney on a lower list (felony appointments only)
5. If the Review Committee votes to impose a sanction, the Program Administrator shall communicate the attorney's status and any other information relevant thereto as provided by the Review Committee.
6. In the event an attorney:
- A. is removed from the misdemeanor court appointment list and is also on the felony list; or
  - B. is removed from the felony court appointment list and is also on the misdemeanor list; or
  - C. is incapacitated physically, mentally, or otherwise, in such a way as to call into question his/her ability to provide adequate representation:
    - (1) The attorney's level of proficiency may be reviewed by the Program Administrator through its Review Committee. The Review Committee may vote to reduce the attorney's classification to a lower level or remove the attorney from the list. A majority vote is required to remove or reclassify an attorney. The notice for an attorney to meet with the Program Administrator shall generally inform the attorney of the areas of deficiencies. A mentor may be appointed by the Program Administrator and/or Review Committee from a list of mentors which are approved by the Program Administrator. If an attorney is removed from the list or reclassified to a lower level, the Program Administrator shall communicate the attorney's status and any other information relevant thereto as provided by the Review Committee.
7. If an attorney is held to have rendered ineffective assistance of counsel by a court of record, and all appeals from said holding have been exhausted, the Program Administrator may remove the attorney from the appointment list for a minimum of one year. The attorney may reapply for the appointment lists at the end of the

probationary period. If an attorney is removed from the list due to this provision, Program Administrator shall inform the attorney of the specific period of removal upon the rendering of the final judgment in the case.

8. The Program Administrator shall have the authority to limit the number of attorneys on the appointments list, at all levels, to maintain the integrity of the process, insure adequate representation of all indigent defendants, and to comply with all requisite legal standards designed to insure appropriate and competent representation of all defendants inclusive of all ABA standards.
  9. The Program Administrator shall have the authority to adopt other standards and review procedures as the Program Administrator deems necessary that do not fall below the standards set forth in this Plan.
- b. Specific Incidents of Misconduct Observed by or Reported to a Judge. If a judge experiences a specific problem with an attorney such as failure to attend court in a punctual manner, failure to timely visit clients, or other unethical or improper conduct, the judge may request an investigation by the Program Administrator.
1. If the matter is not resolved to the judge's satisfaction or the judge determines that the nature or circumstances of the conduct is sufficiently serious, the judge may request that Program Administrator immediately suspend the attorney from the appointment list.
  2. The Program Administrator shall suspend the attorney and immediately notify him/her of said suspension. The notice shall further inform the attorney of the grounds for suspension and that the attorney has 7 days from date of notice to file a written response with the Program Administrator.
  3. The Program Administrator shall circulate any response to all Review Committee Members and the suspension shall be voted on by the Review Committee at its next regular meeting. The judges will make a recommendation to the Program Administrator. Three or more votes ratify the suspension, which shall remain in effect until a majority of the Review Committee votes to return the attorney to the list.
  4. All unexcused absences from court and failures to visit clients in a timely fashion should be reported to the Program Administrator so the office can maintain a cumulative record for all district and county courts at law. When the Program Administrator observes a recurring problem with an attorney it should be brought to the Review Committee's attention at the earliest appropriate time. The Review Committee will take appropriate action, to include written warning or suspension under these rules and report the action taken to the criminal court judges within weeks of said action.

5. The Program Administrator shall have the authority to adopt other standards and review procedures as the Program Administrator deems necessary that do not fall below the standards set forth in this Plan.

c. Attorney Sanctions Pursuant to the Texas Rules of Disciplinary Procedure.

Disciplinary sanctions imposed pursuant to the Texas Rules of Disciplinary Procedure may constitute grounds for suspension or removal from the appointment list.

1. If an attorney receives a disciplinary sanction pursuant to the Texas Rules of Disciplinary Procedure, other than a private reprimand, the attorney shall provide to Program Administrator a copy of the order imposing sanction within 30 days of the said order.
2. An attorney may provide a written supplement of the disciplinary sanction when providing the order imposing sanctions.
3. Program Administrator shall circulate the order imposing sanctions and the written supplement to the review committee and the judges. The vote of a majority the Review Committee is required to suspend or remove the attorney from the appointment list.
4. Failure to provide a copy of the order imposing a disciplinary sanction pursuant to the Texas Rules of Disciplinary Procedure to Program Administrator within 30 days of the entry of said order may constitute independent grounds for removal from the appointment list.

d. Readmission to List.

An attorney suspended from the list may reapply after 1 year. The new application may contain any information the attorney deems relevant to readmission. The request should be submitted in writing to the Project Administrator. A majority vote of the Review Committee is required to reinstate an attorney.

e. Appellate Issues - Late Briefs.

An appellate attorney who receives notice from an appellate court that the deadline for filing a brief has not been met, shall immediately notify Program Administrator. The attorney shall be temporarily suspended from the appellate appointment list until the appellate brief has been filed. Once it has been filed with the appropriate court, a written or electronic copy of the brief and proof of filing must be provided to Program Administrator and to the presiding judge of the court wherein the case originated.

An appellate attorney who receives an order to show cause why he/she should not be held in contempt for failure to timely file a brief, or the appeal is abated to determine whether the defendant still wishes to pursue the appeal after appellate counsel has failed to respond to notice from an appellate court that his brief is overdue, shall be permanently removed from the appellate appointment lists. A lawyer so removed may apply for immediate reinstatement to the appellate appointment list by submitting proof of exceptional circumstances which reasonably prevented the lawyer from responding to the notice of the brief being overdue. A majority vote of the Review Committee is required for such immediate reinstatement. Alternatively, the lawyer may re-apply for the appellate appointment list at the next open application period, and include a statement of steps the lawyer has taken to prevent a future recurrence of failure to timely file a brief.

These rules apply to all appeals by attorneys on the appointment list, without regard to whether the subject case is being handled by appointment or otherwise. A judge who receives notice of the above facts will notify the Program Administrator immediately.

f. Maximum Felony Caseload Limits.

An attorney who has a pending felony caseload of 90 cases or more shall be suspended from all future felony appointments until the attorney reduces his caseload to less than 85 felony cases.

g. Maximum Misdemeanor Caseload Limits.

An attorney who has a pending misdemeanor caseload of 100 cases or more shall be suspended from all future misdemeanor appointments until the attorney reduces his caseload to less than 95 misdemeanor cases.

h. Temporary Inactive Status during Death Penalty Trials.

Attorneys who are court appointed to represent defendants charged with capital murder in which the death penalty is sought will be temporarily inactivated on the felony appointment list starting 30 days before the beginning of voir dire and lasting for the duration of the case.

i. Temporary Inactive Status during Voluntary Leave

If an attorney requests to be taken off the court appointment list voluntarily, he/she must notify the Program Administrator via fax or email. If the leave is less than 90 days, the attorney must submit requests for reinstatement to the Program Administrator via fax or email.

If an attorney has been inactive on the court appointment list for more than 90 days, he/she must submit a Status Change Application along with proof of CLE compliance to the Program Administrator. The Program Administrator will decide if the attorney will be reinstated. The attorney will then be contacted regarding the decision.

j. Attorneys on Appointment List(s) Charged with Criminal Offenses.

- A. An attorney shall be automatically suspended from all court appointment lists if he/she is convicted of or receives a deferred adjudication sentence for any felony or crime of moral turpitude.
  - B. An attorney shall be automatically suspended from the misdemeanor appointment list if he/she is charged with a class A or B misdemeanor offense which is being prosecuted by the Travis County Attorney's Office and from the felony appointment list if he/she is charged with a felony offense which is being prosecuted by the Travis County District Attorney's Office.
  - C. An attorney may be suspended from the appointment list if he/she is under indictment or other formal criminal charge for any offense if a majority of the Review Committee determines that the attorney's ability to fully and effectively represent his/her appointed clients is compromised or otherwise adversely affected by the pending charge.
  - D. Within seven (7) days of any suspension under this section the attorney shall notify his/her court appointed clients of the suspension and that the client may petition the Program Administrator or the trial court for the appointment of another attorney.
2. An attorney who is charged with a crime and released on a personal bond to be supervised by the Office of Pretrial Services must agree as a condition of the bond to obtain the services of another attorney to deal with any matters involving his clients and the Office of Pretrial Services.
  3. An attorney shall notify the Program Administrator in writing within 7 days after being arrested for and/or charged with a class A or B misdemeanor or any felony offense.
  4. An attorney may seek reinstatement to the appointment list when: (a) the charges have been dismissed; (b) the charges have not resulted in an indictment or other formal accusation within sixty days of arrest; or, (c) any sentence or probation is completed.

k. Attorneys on List Accepting Remuneration from Appointed Clients.

An attorney appointed to represent a client is not allowed to solicit or accept remuneration from the client on the appointed case(s) unless the Program Administrator determines that there has been a change in status and approves such payment. If the client is charged with new offenses or is in need of other legal services during the pendency of his appointed case(s), the appointed attorney cannot accept remuneration for



representation in those matters without notice to, and approval by Program Administrator.

### PROMPT APPOINTMENT OF COUNSEL

On a daily basis, TCCA staff will obtain the completed Indigence Application from the Office of Pre-trial Services. The TCCA through an electronic software program will appoint counsel from the lists provided by the Program Administrator. Counsel will be appointed no later than the end of the first working day after the date on which TCCA receives the defendant's request for counsel.

If a defendant is released on bond prior to appointment of counsel, and is eligible for an appointed attorney, he/she shall be appointed counsel during the first appearance or during the first court appearance.

### ATTORNEY SELECTION

The Program Administrator will identify which of the appointment lists (discussed above re: attorney qualifications) is most appropriate for each attorney based on the accusations against the defendant and the level of experience of each attorney. The Program Administrator will appoint an attorney pursuant to the procedures adopted by the Program Administrator and such procedures shall maintain or exceed the standards that are currently set forth below:

**Misdemeanor List:** Attorneys approved for the misdemeanor list may be appointed to Class A and B misdemeanors.

**Misdemeanor List:** Attorneys approved for the misdemeanor mental health list may be appointed to any level of misdemeanor selected for the mental health docket.

**Misdemeanor Appellate List:** Attorneys approved for the misdemeanor appellate list may be appointed to Class A and B misdemeanor appeals.

**A Felony List:** Only attorneys who are placed on the A List shall be assigned to any cases (including but not limited to motions to proceed with an adjudication of guilt and to revoke probation) wherein the maximum sentence does not exceed life, or 99 years in the Texas Department of Criminal Justice. This category includes 1<sup>st</sup> degree, 2<sup>nd</sup> degree, 3<sup>rd</sup> degree and state jail felony offenses as well as habitual offenders and enhanced punishment ranges.

**B Felony List:** Attorneys who are placed on the B list shall be assigned to all cases (including but not limited to motions to proceed with an adjudication of guilt and motions to revoke probation) wherein the maximum sentence does not exceed 20 years. This category includes 2<sup>nd</sup> degree, 3<sup>rd</sup> degree and state jail felony offenses.

**C Felony List:** Attorneys will be assigned to state jail felonies and motions to adjudicate and motions to revoke state jail felonies.

**Assignment of felony appeals shall be based upon the following:**

**A Appellate List** will be assigned appeals from non-death capital cases, 1<sup>st</sup> degree felony cases, and those cases involving habitual or 1<sup>st</sup> degree punishment ranges. A lawyer on this list may be appointed to any felony appeal (except a death penalty case).

**B Appellate List** will be assigned appeal from felony cases of a 2<sup>nd</sup> degree level or lower.

- a. Program Administrator shall solicit applications for new and status change attorneys at any time deemed appropriate by the Program Administrator. Deadlines and admission requirements shall be published in advance of the Review Committee's decision date. The Program Administrator may admit highly qualified attorneys to the list outside the open enrollment period for exceptional circumstances as determined by a majority vote of the Review Committee.
- b. Appointments shall be made using a rotation system following an alphabetical listing of the names of the eligible attorneys (taking into account the type of appointments they may receive).
- c. Appointments for Spanish speaking cases shall be made using a separate rotation system following an alphabetical listing of the names of attorneys eligible to receive Spanish-speaking clients.
- d. Appointments for Mental Health Attorneys and the Misdemeanor Mental Health Public Defender shall be made using a separate rotation system. Eligible attorneys will be appointed following an alphabetical listing of their names. In mental health cases involving misdemeanors, attorneys will be appointed from the misdemeanor mental health attorney rotation including the Mental Health Public Defender. In mental health cases involving state jail, 2nd or 3rd degree felony offenses, attorneys will be appointed from the felony mental health attorney rotation.
- e. A judge may deviate from a rotation system when the judge finds it is in the best interests of all parties concerned. The judge making such appointment shall make a finding setting forth the reason for such appointment in compliance with TCCP, Article 26.04 and will notify Program Administrator of the appointment.
- f. The presiding judge over a criminal case may remove appointed counsel upon entering a written order showing good cause for such removal, including but not limited to the following:
  1. Counsel's failure to appear in a court hearing;

2. Counsel's failure to comply with the requirements of this Plan.
  3. Current information about the defendant and the charges against the defendant indicate that another qualified attorney is more appropriate for the defendant under these rules;
  4. The appointed counsel shows good cause for being removed, such as illness, workload or schedule difficulties;
  5. The defendant requests an attorney other than trial counsel, for appeal; or
  6. The defendant shows good cause for removal of counsel, including counsel's persistent or prolonged failure to communicate with the defendant.
- g. In misdemeanor cases, a joint jail reduction docket will be held daily by the county courts at law. Appointments will be made on a rotating basis, in alphabetical order. Cases in which the attorney does not appear will be reappointed in court from the alphabetical rotation.
- h. In felony cases, an attorney may receive an appointment for the highest level of offense for which he/she is qualified and for any lower level offense in which he/she has qualified. If a case is enhanced above an attorney's qualified level, the attorney shall notify the court or Program Administrator immediately, to ensure the appropriate level attorney is assigned.
- i. Program Administrator will maintain all records on attorneys, and provide orientation training.

### **COMPENSATION OF APPOINTED COUNSEL**

In consideration of reasonable compensation for court appointed counsel, taking into account necessary overhead costs and availability of qualified attorneys willing to accept the stated rates, the following guidelines shall be used to claim attorney's fees for appointed counsel in felony and misdemeanor criminal cases pursuant to the TCCP, Article 26.05.

- a. Compensation Rates and Requests for Payment

See Appendix:

#### **Travis County Fee Guidelines for Appointed Counsel in Misdemeanor Criminal Cases**

#### **Travis County Fee Guidelines for Appointed Counsel in Felony Criminal Cases**

- b. Appointed counsel will be compensated for all necessary expenses, i.e., long distance telephone charges, copying expenses, auto mileage (IRS rate) outside of Travis County. All major expenses, such as investigators and expert witnesses, will require written approval by the Program Administrator prior to the expense being incurred.
- c. Expenses incurred without prior Program Administrator's approval will not automatically be reimbursed. Such expenses shall be reimbursed if the Program

Administrator determines that they are reasonably necessary and reasonably incurred upon presentation of a claim for reimbursement.

- d. At the conclusion of the case, the appointed counsel shall present the completed voucher to the Program Administrator for approval according to the fee schedules adopted by the district and county court at law judges. No payment shall be made until the form for itemizing the services performed is submitted to the Program Administrator over the proceedings and the Program Administrator approves the payment.
- e. An attorney whose request for payment is disapproved is entitled to a copy of the Program Administrator's findings for approving an amount different from the requested amount. The attorney may appeal the disapproval by filing a motion with the presiding Judge of the Administrative Judicial Region, as provided in TCCP Article 26.05(c).

# **APPENDIX**

**Effective: 7/30/14**

**TCIDA INDIGENCE GUIDELINES**

**Travis County 2014 -UPDATED**

125% of Federal Poverty Guidelines

<b>Household Size</b>	<b>Monthly</b>
1	\$1,215
2	\$1,638
3	\$2,061
4	\$2,484
5	\$2,907
6	\$3,330
7	\$3,753
8	\$4,176
For each additional person, add	+\$423

Source: <http://aspe.hhs.gov>

Entered  SI \_\_\_\_\_

Defendant's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Cause # \_\_\_\_\_  
(print)

DOB: \_\_\_\_\_ Address: \_\_\_\_\_ Special Needs: \_\_\_\_\_

Booking No: \_\_\_\_\_

### Indigence Form

To determine eligibility for Court Appointed Attorney, you must complete this form.

I will retain my own attorney: \_\_\_\_\_ Date: \_\_\_\_\_

*Defendant's Signature*

Do not continue filling out form if Defendant to retain own attorney

Size of Family Unit Members of immediate family that you support financially (List name, age & relationship)		
Name:	Age:	Relationship:

Monthly Income		Necessary Mo. Living Expenses	
Employer:		Rent:	
Position:	How Long:	Mortgage:	
Your Salary:		Utilities (gas, electric, etc.):	
Spouse's Salary:		Transportation:	
SSI/SSDI:		Make:      Model:      Year:	
TANF:		Clothes/Food:	
Social Security Check:		Day Care / Child Care:	
Child Support:		Medical Expenses:	
Other Government Check:		Court-Ordered Monies:	
Other Monthly Income:		Child Support:	
<b>TOTAL INCOME*</b>		<b>TOTAL NECESSARY EXPENSES*</b>	
Savings/401K Balance:			

**STAFF USE ONLY:**

Comments: \_\_\_\_\_

<b>TOTAL MONTHLY INCOME:</b>	
<b>TOTAL MONTHLY EXPENSES:</b>	
<b>DIFFERENCE (net income)</b>	=

<b>DEFENDANT MEETS ELIGIBILITY REQUIREMENTS</b>	
_____ YES	_____ NO
_____ UNDETERMINED	

*I have been advised of my right to representation by counsel in connection with the charge pending against me. I certify that I am without means to employ counsel of my own choosing and I hereby request the court to appoint counsel for me. I swear that the above information is true and correct. The information I listed is accurate and I will immediately notify the court of any changes in my financial situation.*

**\*All information is subject to verification. Falsification of information is a criminal offense.**

Signature of Defendant \_\_\_\_\_

Date \_\_\_\_\_

NO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE STATE OF TEXAS

IN THE \_\_\_\_\_ COURT

VS

OF

\_\_\_\_\_

TRAVIS COUNTY, TEXAS

DOB: \_\_\_\_\_

**ORDER APPOINTING ATTORNEY**

In the above numbered and entitled cause the court finds the following:

- 1) The defendant has been determined to be indigent and in need of legal services pursuant to the Code of Criminal Procedure, Chapter 26.
- 2) The attorney hereby appointed is duly qualified to represent the defendant.
- 3) The attorney is appointed in compliance with the procedures adopted by the Criminal Courts of Travis County or is appointed in a manner which deviates from the general appointment procedures, but with good cause; to wit:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

- 4) Defendant is incarcerated/on bond at the time of this appointment.

**THEREFORE, IT IS ORDERED** that \_\_\_\_\_, an attorney found by the Court to be competent to represent the defendant in this cause, is hereby appointed to represent the defendant in this cause until the case is concluded, including appeals, if any, or until released by order of the Court.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge Presiding





**IN THE COUNTY COURTS AT LAW  
OF TRAVIS COUNTY TEXAS**

Cause No(s) \_\_\_\_\_ Court \_\_\_\_\_  
State vs. \_\_\_\_\_  
Offense \_\_\_\_\_

**Request for Payment for Services Rendered as Court Appointed Counsel**

In the above numbered and entitled cause(s) I, the undersigned attorney, represent to the court the following are true and correct.

- 1) The defendant has been determined to be indigent and in need of legal services pursuant to the Code of Criminal Procedure Chapter 26.
- 2) The undersigned attorney was duly qualified and appointed by the court to represent the defendant in this cause according to local guidelines or in the interest of justice.
- 3) All services claimed below were rendered to the defendant in the disposition of this cause, and were reasonable and necessary.
- 4) Attorneys must have approval of the Court in writing if a claim is to be based on fees in excess of the established rates.

If such approval is not obtained in advance, a higher rate shall not be paid.

**FINAL CASE DISPOSITION:**  No Charges Filed  Plea  Trial  Dismissal  Appeal OR  Attorney Released

**Fixed Rates:**

- Obtaining jail release \$50
- Discovery and dismissal (single case only) \$225  
- \$50 each succeeding case
- Pretrial (including preparation) \$150
- Plea and Sentence (1 defendant, 1 case) \$225
- Plea and Sentence (1 defendant, multiple cases)\* \$225  
\* \$50 each succeeding case \$ \_\_\_\_\_

**Fixed Rate Continued**

- Misdemeanor 12.45's \$50
- Uncontested Competency \$100
- Appeals \$500

**Sub Total \$**

**Daily Rates:**

- Trial before the Court \$350
- Jury trial (including discovery and preparation; actual trial time) \$500

**Daily Rate Total \$**

Vouchers shall be submitted at the time the case is disposed of except for trials. In the case of trials, vouchers should be submitted within 30 days of the conclusion of the case. Failure to comply shall result in suspension from the court appointment list.

**I RESPECTFULLY REQUEST PAYMENT IN THE TOTAL AMOUNT OF: \$ \_\_\_\_\_ FOR SERVICES PROVIDED FROM: \_\_\_\_\_ TO \_\_\_\_\_ (MM/DD/YY)**

Pay to: \_\_\_\_\_ Vendor # \_\_\_\_\_

Payment will be sent to the Attorney's Address currently on file with the Travis County Auditor's Department. Updates to the remittance address are only accepted by the Travis County Auditors Department. Should you need to change your address or other payment-related information, please contact the Auditor's Office at (512) 854-9125.

I further swear or affirm that I have not received nor will receive any money or anything of value for representing the accused, except as approved by the Court in writing or on the record.

Attorney signature as verification of claim accuracy: \_\_\_\_\_

Attorney Signature

Date Submitted

**ORDER**

Having reviewed the foregoing motion, and considering the facts of this case and the local guidelines for payment of counsel, I find that \$ \_\_\_\_\_ is proper, and order that payment be made in that amount.

\_\_\_\_\_  
Judge Presiding

\_\_\_\_\_  
Date





IN THE CRIMINAL DISTRICT COURTS OF TRAVIS COUNTY TEXAS

Cause No(s) \_\_\_\_\_ Court \_\_\_\_\_

State vs. \_\_\_\_\_

Offense \_\_\_\_\_

Request for Payment for Services Rendered as Court Appointed Counsel

In the above numbered and entitled cause(s) I, the undersigned attorney, represent to the court the following are true and correct.

- 1) The defendant has been determined to be indigent and in need of legal services pursuant to the Code of Criminal Procedure Chapter 26.
2) The undersigned attorney was duly qualified and appointed by the court to represent the defendant in this cause according to local guidelines or in the interest of justice.
3) All services claimed below were rendered to the defendant in the disposition of this cause, and were reasonable and necessary.

Table with columns for Fixed Rates, Daily Rates, and Hourly Rate. Includes items like 'Secure release from jail', 'Evidentiary Pretrial', and 'Attorney Released' with associated costs and checkboxes.

Attorneys must have approval of the Court in writing at the outset of a case if a claim is to be based on an hourly rate.

Vouchers shall be submitted at the time the case is disposed of except for trials. In the case of trials, vouchers should be submitted within 30 days of the conclusion of the case.

I RESPECTFULLY REQUEST PAYMENT IN THE TOTAL AMOUNT OF: \$ \_\_\_\_\_ FOR SERVICES PROVIDED FROM: \_\_\_\_\_ TO \_\_\_\_\_ (MM/DD/YY)

Pay To: \_\_\_\_\_ Vendor # \_\_\_\_\_

Payment will be sent to the Attorney's Address currently on file with the Travis County Auditor's Department. Updates to the remittance address are only accepted by the Travis County Auditors Department.

I further swear or affirm that I have not received nor will receive any money or anything of value for representing the accused, except as approved by the Court in writing or on the record.

Attorney signature as verification of claim accuracy: \_\_\_\_\_ Attorney Signature \_\_\_\_\_ Date Submitted \_\_\_\_\_

ORDER

Having reviewed the foregoing motion, and considering the facts of this case and the local guidelines for payment of counsel, I find that \$ \_\_\_\_\_ is proper, and order that payment be made in that amount.

\_\_\_\_\_ Judge Presiding \_\_\_\_\_ Date



**TRAVIS COUNTY FEE GUIDELINES**  
**FOR APPOINTED COUNSEL IN MISDEMEANOR CRIMINAL CASES**

**EFFECTIVE 10/01/13 FOR SERVICES RENDERED ON OR AFTER THAT DATE**

The goal of these payment guidelines is to assure quality representation for indigent persons charged with misdemeanor crimes in Travis County. Those cases appropriate for trial should be tried and those appropriate for plea should be pled.

Each Judge reserves the right to deviate from these guidelines in particular cases where the amount or quality or work performed is substantially above or below the norm.

Court appointed attorneys remain attorneys of record until final disposition of their cases unless a motion to withdraw or to substitute counsel is granted.

Expenses reasonably incurred by appointed counsel, such as long distance telephone charges or copying charges for documents will be reimbursed. Interpreters, investigators or expert witnesses must be approved in advance by written order of a Judge to assure reimbursement.

**PAYMENT GUIDELINES**

Obtaining jail release	\$50.00 per case
Discovery and dismissal	\$225.00 per case
Plea & sentencing (1 defendant/1 case )	\$225.00 per case
Plea & sentencing (1 defendant/multiple cases)	\$225.00 1st case
	\$50.00 each succeeding case
Misdemeanor 12.45's	\$50.00 per case
Pretrial (including preparation)	\$150 per case
Trial before the court (including discovery and preparation)	\$350 per day
Jury trial (including discovery and preparation)	\$500 per day actual trial time
Uncontested Competency	\$100 per case
Appeals	\$500

**EXPENSES**

Court appointed counsel will be compensated for all necessary expenses: i.e., collect or long distance phone calls, copying expenses, auto mileage (at IRS rate). All major expenses, such as investigators or expert witnesses, will require written approval by the court prior to the expense being incurred.

**REQUESTS FOR PAYMENTS**

Request-for-payment forms shall be submitted at the time the case is disposed of except for trials. Requests for payment after trials should be submitted within 30 days of the conclusion of the case. Failure to comply shall result in suspension from the court appointment list.

Payment for all of a defendant(s) cases should be requested on one form.

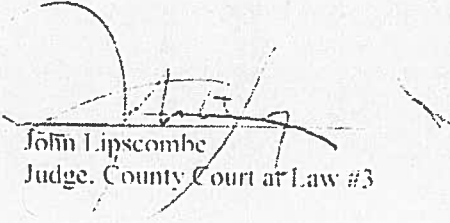
Payment for expenses such as investigators and expert witnesses should be requested on a separate form.

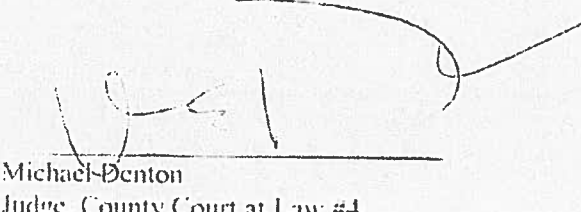
**CAVEAT**

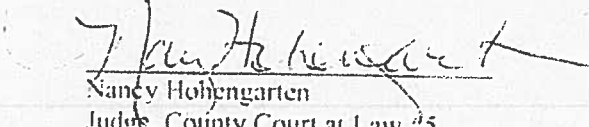
In an unusual case, the considerations set forth in Texas Rules of Professional Conduct Rule 1.04(b) may dictate a fee that is less than or more than the one established by these guidelines.

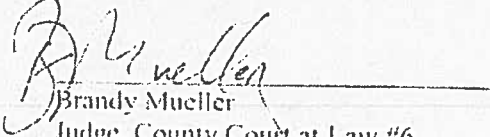
TRAVIS COUNTY FEE GUIDELINES  
FOR APPOINTED COUNSEL IN MISDEMEANOR CRIMINAL CASES

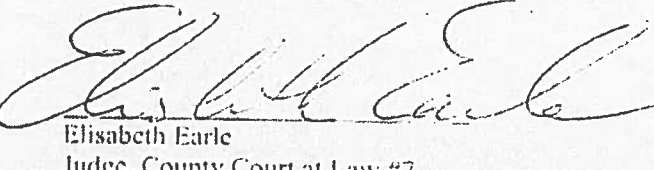
Approved and Ordered this 14<sup>th</sup> day of September, 2013.

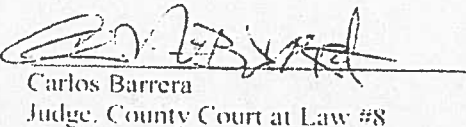
  
John Lipscombe  
Judge, County Court at Law #3

  
Michael Denton  
Judge, County Court at Law #4

  
Nancy Hohengarten  
Judge, County Court at Law #5

  
Brandy Mueller  
Judge, County Court at Law #6

  
Elisabeth Earle  
Judge, County Court at Law #7

  
Carlos Barrera  
Judge, County Court at Law #8

**TRAVIS COUNTY FEE GUIDELINES**  
**FOR APPOINTED COUNSEL IN FELONY CRIMINAL CASES**

**EFFECTIVE 10/01/13 FOR SERVICES RENDERED ON OR AFTER THAT DATE**

Pursuant to C.C.P. Art. 26.05, the following guidelines shall be used to claim attorney's fees for appointed counsel in criminal cases.

**FIXED RATES**

These fees will be the standard compensation for the following services:

Secure release from jail	\$75
Case dismissed prior to indictment	\$250
Case dismissed post indictment <sup>1</sup>	\$550
Non-evidentiary pre-trial (necessary motions)	\$100
Evidentiary pre-trial (less than half-day)	\$250
Non-jury trial (less than half-day)	\$500
Plea and Sentence <sup>1</sup>	\$550
Boot camp or shock probation (3 settings) <sup>1</sup>	\$500
Probation revocation (non-contested)	\$300
Writ hearings	\$250
Appeals	
- Ander's Briefs, Motions to Revoke or Adjudicate	\$1,000
- 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> Degree & State Jail Felonies	\$2,000

<sup>1</sup> \$100 for each additional case

**DAILY RATES**

Daily rates are premised on a minimum of six hours spent in court. If less time is spent the fee will be reduced. The Daily Rate fee includes compensation for preparation time.

Evidentiary pre-trial	\$500
Non-jury trial	\$750
Jury trial	\$1,000

**HOURLY RATES**

Attorneys must have approval of the Court in writing at the outset of a case if a claim is to be based on an hourly rate. If such approval is not obtained in advance an hourly rate shall not be paid.

Appointed counsel will be compensated for time actually required by an appointment at an hourly rate of \$70 to \$100 for in-court time and \$60 to \$90 for out-of-court time. The exact rate will be dependent upon the complexity of the case and the experience and ability of the appointed counsel. Claims for payment should reflect time expended to the nearest 1/10th of an hour.

If an hourly rate is approved, an itemized statement reflecting the date, service performed, and time expended, must be submitted with the request for payment form.

**EXPENSES**

Court appointed counsel will be compensated for all necessary expenses: i.e., collect or long distance phone calls, copying expenses, auto mileage (at IRS rate). All major expenses, such as investigators or expert witnesses, will require written approval by the court prior to the expense being incurred.

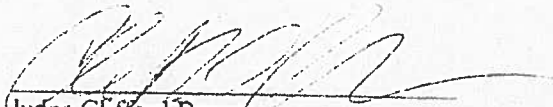
**REQUESTS FOR PAYMENTS**

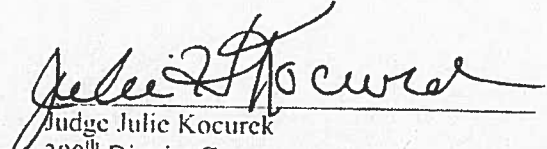
Request-for-payment forms shall be submitted at the time the case is disposed of except for trials. Requests for payment after trials should be submitted within 30 days of the conclusion of the case. Failure to comply shall result in suspension from the court appointment list. If a case is disposed of prior to indictment or is a writ matter, the request-for-payment form should be submitted to the judge who signed the attorney appointment order. Payment for all of a defendant's cases should be requested on one form. Payments for expenses such as investigators and expert witnesses should be requested on a separate form.

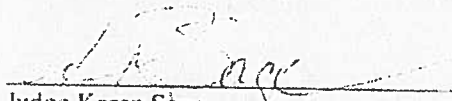
**CAVEAT**

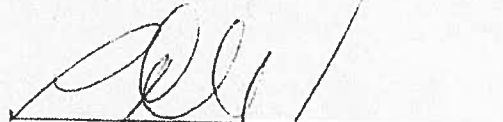
In an unusual case, the considerations set forth in Texas Rules of Professional Conduct Rule 1.04(b) may dictate a fee that is less than or more than the one established by these guidelines.

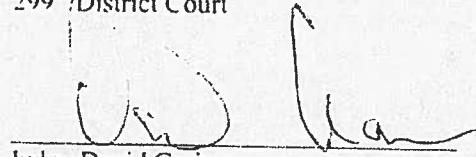
Approved and Ordered this <sup>R3</sup>23 day of October, 2013

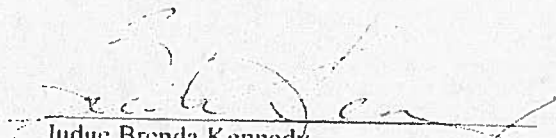
  
\_\_\_\_\_  
Judge Clifford Brown  
147<sup>th</sup> District Court

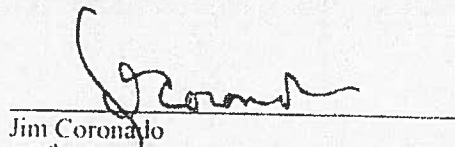
  
\_\_\_\_\_  
Judge Julie Kocurek  
390<sup>th</sup> District Court

  
\_\_\_\_\_  
Judge Karen Sage  
299<sup>th</sup> District Court

  
\_\_\_\_\_  
Judge David Wahlberg  
167<sup>th</sup> District Court

  
\_\_\_\_\_  
Judge David Crain  
331<sup>st</sup> District Court

  
\_\_\_\_\_  
Judge Brenda Kennedy  
403<sup>rd</sup> District Court

  
\_\_\_\_\_  
Jim Coronado  
427<sup>th</sup> District Court



**EXHIBIT 5 TO ATTACHMENT A**

**REPORTING TABLES**

## REPORTING TABLES

The following tables represent necessary information to be reported and captured by both County and Contractor for 1) successful data collection for Program analysis; and 2) satisfaction of reporting requirements by TIDC.

<b>Certifications</b>	
Each quarter (by month), the Program Director in collaboration with the Project Manager certifies the following is documented for all cases served by the Program and is available for review:	Arrest Date
	Bond Date
	Appointment Date
	Initial Contact by Attorney
	Initial Interview by Attorney
	Case Filing Date
	Disposition Date
	Disposition Type
	Policies and Procedures have been adopted and are reviewed regularly and updated as needed

<b>Training &amp; Education</b>	
Each quarter (by month), the Program Director/Chief Defender shall report the following training and education provided by Contractor and number of attorneys attending:	Total number of criminal law and mental health law continuing legal education (CLE) hours provided by Contractor and total number of these hours completed by attorneys.
	The number of attorneys that submit CLE hours each month.
	The number of CLE trainings conducted by Contractor's staff
	Training Events and Attorney CLE Submission
	List of attorneys who have notified Contractor that they are not in compliance with CLE requirements of State Bar
	List of attorneys who have notified Contractor that they are not in compliance with CLE requirements of the Travis County Fair Defense Plan

<b>Mentoring Program</b>	
Each quarter (by month), the Executive Director shall report the following mentoring assistance provided by Contractor and number of attorneys participating:	Date mentoring program is implemented
	Date mentoring policy is completed
	The number of experienced attorneys who volunteer to assist assigned attorneys
	The number of hours experienced attorneys report having spent mentoring assigned attorneys
	The number of assigned attorneys requesting mentoring or other assistance
	The number of assigned attorneys reporting having received mentoring or other assistance
	Types of mentoring assistance received: <u>instruction, coaching, resource sharing, network sharing, encouragement.</u>

<b>Workload &amp; Caseload Measures</b>	
Each quarter (by month), the Program Director in collaboration with the Project Manager shall report the following workload/caseload measures:	Number of felony appointments each month.
	Number of misdemeanor appointments each month.
	Length of time on each Case between appointment and disposition of case
	Number of felony Cases that were disposed during the month.
	Number of misdemeanor Cases that were disposed during the month.
	Name of each attorney on the Appointment List and their individual pending caseload distribution from Program at the end of each month.
	Name of each attorney on the Appointment and their number of new Program (opened) appointments and their number of Program Cases disposed (closed) during the month.

<b>Summaries</b>	
Each quarter, the Program Director/Chief Defender shall summarize any or all of the following:	Accomplishments the staff and Program made during the quarter.
	Identify problems encountered, solutions or proposed solutions made.
	Any activities scheduled during the next reporting period.
	Staff changes made during the quarter, including new hires, classification of new hires, and/or the date any staff left the Program.

<b>Financial Data Re: Costs for Representation</b>	
Each quarter, the Program Director in collaboration with the Project Manager shall provide the following financial data by Court:	Total amount of payments made to attorneys for representation in felony cases during the month.
	Total amount of payments made for investigator expenses in felony cases during the month.
	Total amount of payments made for expert witnesses in felony cases during the month.
	Total amount of any "other expenses" made during the month for services provided in felony cases during the month.
	Total amount of payments made to attorneys for representation in misdemeanor cases during the month.
	Total amount of payments made for investigator expenses in misdemeanor cases during the month.
	Total amount of payments made for expert witnesses in misdemeanor cases during the month.
	Total amount of any "other expenses" made during the month for services provided in misdemeanor cases during the month.

**ATTACHMENT B**

**REIMBURSEMENT REQUIREMENTS AND LIMITS;**

**FINANCIAL REPORTING**

## ATTACHMENT B

### REIMBURSEMENT REQUIREMENTS AND LIMITS; FINANCIAL REPORTING

#### 1.0 SERVICES

- 1.1 Compensation. For and in consideration of full and satisfactory performance of the Services described in Attachment A and this Contract, Travis County shall pay Contractor compensation based on expenses incurred to render the Services through the reimbursement of those expenses that are in compliance with the budget in Exhibit 1 of Attachment A.
- 1.2 Adjustments to Budget. Contractor shall not make any adjustments to its Budget that will have the effect of increasing total salary expenses in subsequent contract years. If necessary to comply with the terms of this Contract, Contractor by resolution of its Board of Directors may transfer up to a cumulative total of \$10,000 during any one contract year from
- 1.2.1 One function within operating expenses to another function in operating expense, or
  - 1.2.2 Salary for one position to another position if, after the transfer, the budget remaining for the first position remains adequate to cover the total salary expense for that position for the portion of the contract year during which that position is filled, or
  - 1.2.3 Salary expenses to one or more functions in operating expenses if, after the transfer, the budget remaining for salary expenses remains adequate to cover the total salary expense for the portion of the contract year during which all position are filled, or
  - 1.2.4 Fringe benefits to one or more functions in operating expenses if, after the transfer, the budget remaining for fringe benefits remains adequate to cover the total fringe benefits due for all positions for the portion of the contract year during which these positions are filled, or
  - 1.2.5 Taxes to one or more functions in operating expenses if, after the transfer, the budget remaining for taxes remains adequate to cover the total taxes due for all positions for the portion of the contract year during which these positions are filled.

If Contractor's Board of Directors approves any adjustments to the budget, Contractor shall notify the Project Manager and the County Auditor of the adjustment within ten (10) business days. If Contractor needs or desires one or more budget adjustments in excess of the cumulative total of \$10,000, prior to making any further adjustments Contractor must submit a request to the Project Manager for consideration and, if appropriate, for further submission of the request to TIDC for its consideration.

- 1.3 Limit on Total Compensation. Travis County shall not be obligated to pay any amounts in excess of the budgeted amounts. County shall not be liable to Contractor for more than a maximum total amount of \$769,894 for expenditures

between October 1, 2014 and September 30, 2015. County shall not be liable to Contractor for any expenditures for expenses incurred before October 1, 2014 or after September 30, 2015, unless this Contract is modified to extend its duration and specifically provides for additional funding for any extension.

- 1.3 Methodology. To address the cash flow needs of Contractor, County shall fund an Escrow Account to facilitate the payment of expenses as incurred and allow for fiscal control of the Program as the means of compensating Contractor. Compensation is based upon the negotiated budget for the current term of this Contract. Upon Contractor's submission of reimbursement requests, Contractor shall be entitled to compensation as set forth below.

## **2.0 ESCROW ACCOUNT**

- 2.1 "Escrow Account" means the imprest or self-checking account which has been established by and is used by Contractor, as a fiduciary, solely for payment of expenses within the approved budget and necessary to provide the Services under this Contract that are incurred by Contractor. Upon completion of Services, or at the end of each annual term, Contractor must give an accounting of the funds received and disbursements incurred no later than October 15 for the preceding 12 month period ending September 30. Contractor shall return the difference between all funds received and those used for the stated purpose to County at the end of the Contract year.
- 2.2 Contractor shall establish and maintain an Escrow Account for payment of the expenses it incurs while administering the Program, including salaries and benefits for its employees and administrative and overhead costs allowed under the Budget in Exhibit 1 to Attachment A as adjusted in compliance with this Contract. In determining whether an expense is allowed, Contractor shall apply the standards and requirements for local governments in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts. Contractor shall not use the principal in the Escrow Account to pay for anything other than the eligible expenses allowed under the Budget in Exhibit 1 to Attachment A as adjusted in compliance with this Contract and the Uniform Grant Management Standards. The funds in the Escrow Account are held by Contractor as a fiduciary on behalf of County and shall not be used, taken as an off-set, converted, or comingled with any other funds. Contractor may direct the Bank to withdraw funds from the Escrow Account to fund the non-draft payments as they are issued. The withdrawals for Contractor's allowed expenses are paid for from the amount in the Escrow Account. Contractor shall make reimbursement requests for all expenditures from the Escrow Account in compliance with section 4 of this Attachment B. Contractor shall pay all banking fees or charges incurred in connection with the Escrow Account and shall retain all income or other benefits that the funds in the Escrow Account may earn. Payments from the Escrow Account shall be made in accordance with this Contract.

2.3 County shall fund the Escrow Account at the beginning of the Contract in the amount of \$137,314. During the first ten months of the Contract year when Contractor submits monthly requests for reimbursement with appropriate supporting documentation, County shall reimburse these expenses so that the Escrow Account remains at an amount which is equal to approximately two (2) months of estimated expenses based upon the budgeted and actual expected salary requirements and monthly expenses in the amount of approximately \$126,514 as articulated in the Budget in Exhibit 1 to Attachment A. During the last two months of the Contract year, Contractor shall continue to submit reimbursement requests to County for all expenses incurred and paid during that period. Due to the initial funding of the Escrow Account, County does not reimburse these expenses so that the funds in the Escrow Account are reduced to as near to zero as possible at the end of the Contract year. If Contractor anticipates that additional funds are needed to pay for an extraordinary expense in a particular month or learns that County has not provided amounts sufficient to cover Escrow Account withdrawals during the first ten months, Contractor shall notify Project Manager of the additional amount needed and County shall determine whether additional funding is appropriate and, if so, fund the Escrow Account for an additional amount within fifteen (15) Working Days of receipt of the notification.

2.4 Contractor acknowledges that County is only responsible for costs incurred within its approved budget. County acknowledges that the Program relies upon County for providing funds for payment of its budgeted costs, including salaries. County only assumes financial responsibility for expenses anticipated by the budget incorporated in this Contract and its TIDC grant contract. Contractor shall make the initial payment for all salaries and allowed expenses and send County a reimbursement request at least monthly, that indicates the amounts and purpose of payments made for which reimbursement is requested. County shall refund the Escrow Account for all payments made by Contractor in compliance with the budget incorporated in this Contract and the TIDC grant within thirty (30) Days of receipt of a reimbursement request. County shall immediately notify Contractor if County does not agree that a payment was made in compliance with this Contract.

2.5 The Escrow Account shall be subject to a full accounting by the Travis County Auditor for the uses made of all funds deposited in the Escrow Account. Contractor shall make interim reports at least biannually and a final accounting for each year of the Contract no later than October 15<sup>th</sup> at the end of the year. Contractor is obligated to return to County the difference between all funds received and those expenditures used for the stated purpose and approved by County. No later than October 15 after the end of this Contract, Contractor shall prepare a reconciliation report that:

2.5.1 addresses the following information:

2.5.1.1 the total amount of funding for the Escrow Account, including the initial funding and all reimbursements, provided to Contractor

during the prior twelve month period from October 1 to September 30 of the current year;

- 2.5.1.2 the total amount of expenditures made by Contractor from the Escrow Account during the prior twelve month period from October 1 to September 30 of the current year, summarized by categories stated in the Budget in Exhibit 1 to Attachment A as adjusted in compliance with the Contract ;
  - 2.5.1.3 the difference between these total amounts of funding and expenditures;
  - 2.5.1.4 the total amount of any outstanding checks for expenditures made by Contractor and the purpose and payees on these checks;
  - 2.5.1.4 the amount of funds remaining in the Escrow Account, and readily available for repayment to County with documentation supporting this amount (“remaining escrow funds”).
- 2.6 Contractor shall repay County the difference between the remaining escrow funds and the outstanding checks no later than the November 1<sup>st</sup> following the end of this Contract.
- 2.7 Contractor acknowledges its responsibility to cooperate fully with the replacement provider and County to assist with and ensure a smooth transition.

### **3.0 ABANDONED PROPERTY**

Throughout the duration of the Contract, Contractor is responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports. Contractor determines whether to file and, if appropriate, is responsible for making reports once notified.

### **4.0 REIMBURSEMENT REQUEST REQUIREMENTS**

- 4.1 **Monthly Reimbursement Requests.** Contractor shall submit Escrow Expense Reimbursement Requests to County by the 5<sup>th</sup> business day after the end of each month. Contractor shall use the appropriate Travis County forms in Exhibit 1 to Attachment B.
- 4.2 **Content of Reimbursement Requests.** Contractor shall include at least the following information in its Escrow expense reimbursement requests:
  - 4.2.1 Name, address, and telephone number of Contractor ;
  - 4.2.2 County Contract number;



- 4.2.3 Identification of types of expenditure by budget categories: salary, benefits, supplies, etc.;
  - 4.2.4 Amount of expenditure applicable to each budget category;
  - 4.2.5 Total amount due;
  - 4.2.6 Appropriate supporting documentation which may include ledgers, purchase orders, travel records, invoices, contracts, mileage records, telephone bills, time sheets or other payroll documentation, and any other documentation that verifies the amount and appropriateness of the expenditure; and
  - 4.2.7 Any additional information required by the Contract.
- 4.3 Rules for Supporting Documentation. The supporting documentation must comply with the authority and rules applicable to any grant funding from TIDC and with which County must comply in its contractual relationship with TIDC related to the funding for this Contract. These rules are stated in the following documents (collectively called the “grant accounting rules”):
- 4.3.1 Texas Government Code, Chapters 79 & 783
  - 4.3.2 Texas Administrative Code Title 1, Chapter 173
  - 4.3.3 Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts, and
  - 4.3.4 Texas Code of Criminal Procedure Article 26.047.
- 4.4 Contractor shall obtain and retain all supporting documentation required by the grant accounting rules for at least seven years after the date reimbursement is requested.
- 4.5 Specific Supporting Documentation for Reimbursement. More specifically, Contractor shall include copies of invoices for all non-payroll expenditures in its monthly Escrow Account reimbursement request. In addition, Contractor shall include copies of summary payroll records, such as accounting ledgers, which detail the names of the persons to whom wages were paid, the total salary, the amount and purpose of any deductions, the costs of benefits by type, and any other pertinent payroll information. Contractor shall attach to each reimbursement request the attestation by each of its employees that all time for which the employee was paid during that period was spent performing work related to the Services to be provided under this Contract in compliance with the applicable state grant rules.
- 4.6 Additional Specific Supporting Documentation. Contractor acknowledges that all technology equipment and software must be purchased from the Texas Department Of Information Resources (DIR) State Contract unless Contractor demonstrates good reason why the state contract cannot be used and provides County with a written request for an exception to this requirement and, after submission of the request to TIDC, County receives a written statement from TIDC allowing the exception. Contractor acknowledges that County is initially funding the Escrow Account with \$10,800 more than required for maintenance level established in this Attachment. Contractor also acknowledges that this amount represents the annual

budget for purchase of telephones, insurance and accounting/audit/tax fees for which no reimbursement is due. Contractor shall submit supporting documentation for any expenditures related to these budget categories to County at the end of the month in which the expenditure is made.

- 4.7 Contractor shall submit its reimbursement requests to the following address:

Project Manager  
P.O. Box 1748  
Austin, Texas 78767

## **5.0 CAPITAL/EQUIPMENT EXPENDITURES**

- 5.1 County shall provide:

5.1.1 the furniture selected by Contractor from contracts currently used by County for procuring this type of equipment, the total cost of which shall not exceed \$10,000, and necessary to the functioning of the Program; and

5.1.2 the computer and office equipment selected by Contractor from contracts currently used by County for procuring this type of equipment, the total cost of which shall not exceed \$17,015, and necessary to the functioning of the Program.

- 5.2 Contractor acknowledges that all technology equipment, including telephone equipment, and software to be purchased by County must be purchased from the DIR State Contract unless Contractor demonstrates good reason why the state contract cannot be used and provides County with a written request for an exception to this requirement and, after submission of the request to TIDC, County receives a written statement from TIDC allowing the exception. For approval of an exception, Contractor should include information regarding how the proposed alternative technology meets standards adopted by the DIR and the Judicial Committee on Information technology. In addition, Contractor acknowledges that all technology equipment and software to be purchased with contract funds under this contract must include maintenance to ensure it operates as intended during the full term of the contract and the term of the maintenance agreement must be at least three (3) years and not more than five (5) years.

- 5.3 This furniture and equipment remains the property of County and must be returned to County at the termination of this Contract.

- 5.4 Contractor shall purchase any telephone equipment, the total cost of which shall not exceed \$1,800, necessary to the functioning of the Program in compliance with the County Purchasing Act.

- 5.5 Contractor shall make all purchases for supplies, services and materials necessary to the functioning of the Program in compliance with the County Purchasing Act and the TIDC grant requirements.

## **6.0 NO UNANTICIPATED REIMBURSEABLE EXPENSES**

All costs related to the implementation of the Program have been anticipated by both parties before the execution of this Contract and have been provided to TIDC in order to receive grant funding. No additional amount will be allowed.

## **7.0 FINANCIAL REPORTING REQUIREMENTS.**

- 7.1 Contractor shall provide County all financial data that County needs to complete the quarterly on-line progress report that must be submitted to TIDC. Contractor shall provide financial reports monthly, quarterly, bi-annually and annually to the Project Manager.
- 7.2 The monthly reimbursement requests submitted by Contractor are the only financial reports required monthly.
- 7.3 If County requires any financial information that is not included in Contractor's reimbursement requests to complete the quarterly on-line progress report that must be submitted to TIDC and requests that information from Contractor, Contractor shall provide that information to the County Auditor no later than the 12<sup>th</sup> day of the month in which the quarterly report is due.
- 7.4 Contractor shall submit the interim biannual report on the state of the Escrow Account as required by section 2.5 of this Attachment to the Project Manager no later than April 15<sup>th</sup> of each year. Contractor shall submit the final annual report on the state of the Escrow Account as required by section 2.5 of this Attachment to the Project Manager no later than October 15<sup>th</sup> of each year.
- 7.5 Contractor shall submit cumulative financial data in the annual report described in section 6 of Attachment A.

## **8.0 PARTIAL PAYMENT ON TERMINATION**

Payment on Termination. If this Contract is terminated, Contractor is entitled only to reimbursement compensation based on the expenses incurred within the budget prorated for the applicable duration of the Contract and for Services which have already been performed before and up to the date of termination.

**EXHIBIT 1 TO ATTACHMENT B**

**TRAVIS COUNTY FINANCIAL FORMS**

**EXHIBIT 1.1 TO ATTACHMENT B**  
**ACH Form Agreement for Direct Deposit**



**TRAVIS COUNTY AUDITOR  
AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDITS)**

Company Name: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

This form authorizes Travis County to initiate credit entries to the account and depository financial institution named below. Origination of ACH transactions to this account must comply with the provisions of U.S. law. Travis County is also authorized to direct the financial institution to return any monies deposited in error.

Depository Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: Texas Zip: \_\_\_\_\_

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

This authorization is to remain in full force and effect until Travis County has received written notification of its termination in such time and in such manner as required by Travis County.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

**PRENOTIFICATION POLICY** - All additions or changes to the EFT payment system will result in a prenotification being sent to the financial institution. This may result in a paper check being issued until verification is received from the financial institution.

**NOTE: WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.**

[Print Form](#)

**EXHIBIT 1.2 TO ATTACHMENT B**

**ACH Form Agreement to Cancel Direct Deposit**



**TRAVIS COUNTY AUDITOR  
AUTHORIZATION TO CANCEL DIRECT DEPOSIT (ACH CREDITS)**

Company Name: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

This form authorizes Travis County to discontinue credit entries to the account and depository financial institution named below.

Depository Name: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: Texas Zip: \_\_\_\_\_

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

This request serves as written notice, as required in the AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDITS), for termination of direct deposit to the account specified above.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

**IT MAY TAKE UP TO FIFTEEN DAYS FROM THE TIME THE FORM IS RECEIVED BY THE COUNTY AUDITOR FOR CANCELLATIONS TO TAKE EFFECT.**

**Print Form**



**EXHIBIT 1.3 TO ATTACHMENT B**

**Escrow Expense Reimbursement Request Instructions**

**INSTRUCTIONS for TRAVIS COUNTY INVOICING:**  
**Using the Payment Request/ Expenditure Report and related forms for the MAC Contract**

**\*\*\* IMPORTANT: Please carefully read and follow the steps below in the order indicated to prepare and submit monthly invoices using the electronic invoicing spreadsheet forms located in the adjacent tabs of this file \*\*\***

**GENERAL INFORMATION.** This file contains the following spreadsheet tabs, listed from left to right:

- Tab 1.** This Instructions page - please print this and refer to it often as you prepare your invoices;
- Tab 2.** Budget Revision Request form, which must be completed and submitted any time such revision is needed;
- Tab 3.** Compliance Certification form - this completed form must be submitted with every invoice; and
- Tabs 4 & above.** The Expenditure Reports and Payment Requests (follow the detailed instructions below), comprised of 24 linked monthly spreadsheet tabs (12 "Exp Rpt" & 12 "Pay Req"), beginning with January. **NOTE:** Refer to your contract for the liquidation period associated with this grant. **ALL invoices must be submitted by the last submittal period in your contract to ensure all expenses are compiled for reporting to the primary grantor.**

**MAINTAINING the INTEGRITY of FORMS/ LINKS:** The cell formulas and embedded links among the forms have been carefully constructed - do NOT change them without consulting us first. The forms may also be password-protected, allowing you to input required data into appropriate cells only. If your invoice forms need any changes, please contact your Travis County contract manager or Travis County Grants Analyst Rhett Perry for assistance by email [rhett.perry@co.travis.tx.us](mailto:rhett.perry@co.travis.tx.us) or by phone (512) 854-8821. Your assigned Travis County contract manager and the Travis County Grants Analyst are also available should you have any questions or need technical assistance.

**MONTHLY EXPENDITURE REPORT (Complete this form FIRST)**

- 1) In the "Oct14 Exp Rpt" spreadsheet tab, review and if needed add/correct the appropriate program and agency information near the top. Be sure to include your agency's contact person name/phone/extension.
- 2) For the Approved Budget column F, review and if needed, add/correct your TRAVIS COUNTY total 12-month (October 1 through September 30) program budget amount for each line item. Note that all subtotals and totals will calculate automatically. The resulting bottom line total in line 9 (cell F27) should equal the corresponding total COUNTY-only program budget amount for the current contract term.
- 3) Then in the Expenditures October 2014 column, input the actual amount for each eligible expenditure line item (total for the October 1st through October 31st period). Then check all amounts on the sheet for accuracy, and make sure that the correct amounts and other information are carried forward into the remaining monthly "...Exp Rpt" spreadsheets. As each new month is completed in the contract term, you will repeat this step for the corresponding month's Expenditure Report. Be sure to verify the accuracy of all calculations and cumulative amounts, every time you invoice.

**PAYMENT REQUEST (Check/correct this form only AFTER completing the Expenditure Report)**

These spreadsheets are designed so that the amounts in each of the 12 Payment Request forms automatically calculate directly from the corresponding Expenditure Report - this means that the two October forms are linked, as are the two November forms, etc. In addition, all of the "...Exp Rpt" and "...Pay Req" forms are linked so that the correct cumulative amounts should automatically be carried forward into the appropriate cells for subsequent months. **IMPORTANT: All amounts in the Payment Requests should be calculated automatically -- your main task for Payment Requests is to verify that all of the amounts are calculated and printed correctly.**

- 5) Verify that each "...Pay Req" spreadsheet includes a unique Invoice Number in the shaded block near the top - this number is also linked to the invoice number of the corresponding month's Exp Rpt form. This Number is a code representing your agency and program, the month invoiced, and ends in " 1 " to indicate it is the first period of the grant. Important: if for any reason you later submit a different, revised or corrected, etc. invoice for that same month (which replaces or supplements the original invoice), change the ending number to ".2" on that second invoice, then to ".3" on the third one as needed, etc.

**\*\*\* Reminder for steps 6, 7 and 8 below: Most items on the Payment Request should be input or corrected by first adjusting the corresponding linked data in that month's Expenditure Report. \*\*\***

- 6) Next, review and (if needed) add/correct the appropriate agency and program information in section I, including the Payment Request Amount for the month being invoiced.
- 7) Check and correct (if needed) the amounts in Section II, ensuring that they are consistent with the corresponding amounts in the monthly "... Exp Rpt" spreadsheets.
- 8) Review the other "...Pay Req" spreadsheets to ensure that all of the information is accurately carried forward also.

- 9) To invoice for each upcoming month, repeat steps 3 and 5-8 listed above for the appropriate pair of monthly sheets, print both sheets, obtain the required signatures, and submit as usual with a completed Compliance Certification form.

**Note - NOT included here: Supplemental "13th Payment" forms - if you have any unexpended funds remaining after your last monthly invoice that was previously encumbered and for which you will request payment, the appropriate Supplemental / 13th Payment forms should be provided after September for your action. Otherwise, you will release any remaining unexpended funds and / or budget back to the County as part of your contract (formerly known as "Close-Out") process.**

**Reminder: ALL invoices must be submitted and received before the FINAL reporting date as prescribed in your contract.**

**EXHIBIT 1.4 TO ATTACHMENT B**

**Example of Supporting Documentation for Personnel Expense  
Reimbursement Request**

# Time and Attendance Report-Activity Log

Ava Lewis  
Name

Counselor, Sr.  
Title

Jul-14  
Period

Project Name & Number	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Totals
	Drug Diversion Court Grant No / Contract No. <b>800311/16043-14</b>																
Activities:																	
Casework	3.00	3.00	3.00					5.00	5.00	3.00			6.00	3.00			31.00
Court																	
Group Counseling																	
Administrative	5.00	5.00	3.50					3.00	3.00	3.00			2.00	2.00			26.50
Meeting/Supervision			1.50							2.00							3.50
Intakes/Orientation																	
Training																	
Sub-Total Project Time	8.00	8.00	8.00					8.00	8.00	8.00			8.00	5.00			61.00
Non-Project Work(packaged) moved to new location																	
Sick Leave																	
Vacation																	
Holiday (Paid)																	
Personal Holiday																	
Other-Comp																	
Training																	
Non-Project Time																	
Total Time				8.00	8.00	8.00	8.00	8.00					8.00	5.00			80.00

Total Hours: 80.00

Total Hours for Project: 61.00

Certify the above is a true and accurate reflection of the time spent during the time period.

 Employee Signature

 Project Director/Supervisor

**EXHIBIT 1.5 TO ATTACHMENT B**

**Sample Salary Certification**

**SAMPLE SALARY CERTIFICATION**

(To be prepared on Contractor's Letterhead)

**MEMORANDUM**

DATE: \_\_\_\_\_, 2014

TO: Nicki Riley  
County Auditor

CC: (Name of analyst for this grant)  
Financial Analyst—Grants

FROM: \_\_\_\_\_ (signature)  
Typed Name of Executive Director of CAPDS  
Director, Capital Area Private Defender Service

SUBJECT: Verification of Hours Worked for Employee of CAPDS  
County Grant Number: \_\_\_\_\_  
Certification Period: (start date of pay period) – (end date of pay period)

---

This memorandum is to certify that \_\_\_\_\_ (name of employee) spent 100% of her work time on activities for Capital Area Private Defender Service during the Certification Period stated above.

**ATTACHMENT C**

**CERTIFICATION REGARDING DEBARMENT**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

**By signing and submitting this certification, the contractor/potential contractor accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

**Do you have or do you anticipate having subcontractors under this proposed contract? \_\_\_ YES \_\_\_ NO**

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

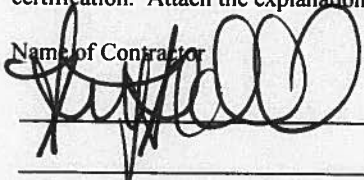
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

  
\_\_\_\_\_

Vendor I.D. or Social Security No.

\_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Representative      Date

Printed/Typed Name & Title of Authorized Representative



**ATTACHMENT D**

**ETHICS AFFIDAVIT**

**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

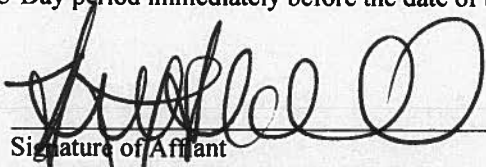
STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

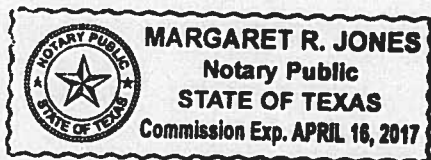
Date: 9-9-14  
Name of Affiant: Betty Blackwell  
Title of Affiant: Board of Directors  
Business Name of Contractor: Capital Area Private Defender Service  
County of Contractor: Travis

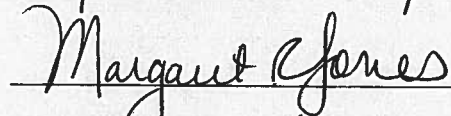
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of Key Contracting Persons associated with this Contract which is attached to this affidavit as Exhibit 1.
5. Affiant has personally read Exhibit 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit 1 with whom Contractor is doing business or has done business during the 365-Day period immediately before the date of this affidavit.

  
\_\_\_\_\_  
Signature of Affiant  
1306 Huecos Austin, TX  
\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by Betty Blackwell on 9/9, 2014



  
\_\_\_\_\_  
Notary Public, State of Texas

Typed or printed name of notary  
My commission expires: \_\_\_\_\_

**EXHIBIT 1 TO ATTACHMENT D**

**LIST OF KEY CONTRACTING PERSONS**

**LIST OF KEY CONTRACTING PERSONS**

**May 23, 2014**

<b><u>Position Held</u></b>	<b><u>Name of Individual Holding Office/Position</u></b>	<b><u>Name of Business Individual Associated</u></b>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gómez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Tax Assessor-Collector	Bruce Elfant*	
Chief Deputy Tax Assessor-Collector	Dusty Knight	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
Interim County Executive, P & B	Leroy Nellis*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety,	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mg't & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual Associated</u>
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber*	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
County Court at Law #3	Judge John Lipscombe	
County Court at Law #4	Judge Mike Denton	
County Court at Law #5	Judge Nancy Hohengarten	
County Court at Law #6	Judge Brandy Mueller	
County Court at Law #7	Judge Elisabeth Earle	
County Court at Law #8	Judge Carlos Barrera	
147 <sup>th</sup> District Court	Judge Cliff Brown	
167 <sup>th</sup> District Court	Judge David Wahlberg	
299 <sup>th</sup> District Court	Judge Karen Sage	
331 <sup>st</sup> District Court	Judge David Crain	
390 <sup>th</sup> District Court	Judge Julie Kocurek	
403 <sup>rd</sup> District Court	Judge Brenda Kennedy	
427 <sup>th</sup> District Court	Judge Jim Coronado	
Magistrate Court	Magistrate Judge Leon Grizzard	
Purchasing Agent	Cyd V. Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Assistant Purchasing Agent	Elaine Casas*	
Purchasing Agent Assistant IV	CW Bruner, CTP	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villarreal	
Purchasing Agent Assistant IV	Patrick Strittmatter	
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB	
Purchasing Agent Assistant IV	Scott Wilson, CPPB	
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB	
Purchasing Agent Assistant IV	Loren Breland, CPPB	
Purchasing Agent Assistant IV	Michael Long, CPPB	
Purchasing Agent Assistant IV	Rebecca Gardner	
Purchasing Agent Assistant IV	Rosalinda Garcia	
Purchasing Agent Assistant IV	Loren Breland	
Purchasing Agent Assistant IV	John E. Pena, CTPM	
Purchasing Agent Assistant IV	Rosalinda Garcia	
Purchasing Agent Assistant IV	Angel Gomez	
Purchasing Agent Assistant IV	Jesse Herrera, CTP, CTPM, CTCM	
Purchasing Agent Assistant III	Shannon Pleasant, CTPM	
Purchasing Agent Assistant III	David Walch	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Sydney Ceder	
Purchasing Agent Assistant III	Ruena Victorino*	

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual Associated</u>
Purchasing Agent Assistant III	Rachel Fishback*	
Purchasing Agent Assistant II	Vacant	
Purchasing Agent Assistant II	L. Wade Laursen	
Purchasing Agent Assistant II	Sam Francis	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
Purchasing Business Analyst	Vacant	

### **FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14
Purchasing Business Analyst	Jennifer Francis	11/29/14
Attorney, Transactions Division	Jim Connolly	02/28/14
Executive Assistant	Barbara Smith	01/15/14
County Executive P&B	Leslie Browder	03/31/15

**\* Identifies employees who have been in that position less than a year.**