



# Travis County Commissioners Court Agenda Request

**Meeting Date:** September 24, 2013

**Prepared By/Phone Number:** Sylvia Mendoza 512-854-7008

**Elected/Appointed Official/Dept. Head:** Estela P. Medina 854-7069

**Commissioners Court Sponsor:** Judge Biscoe

## **AGENDA LANGUAGE:**

Consider and take appropriate action to approve the contract amendment number twelve between the Austin Independent School District (AISD) and the Travis County Juvenile Board for the Truancy Court Project.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The Travis County Juvenile Board has entered into a contract with the Austin Independent School District (AISD) to provide the Travis County Truancy Court with continued funding contribution for the purpose of assisting the Truancy Court with operational activities throughout the fiscal 2014.

The attached contract amendment number twelve proposes to extend the current contract through September 30, 2014.

## **STAFF RECOMMENDATIONS:**

The Travis County Juvenile Probation Department respectfully recommends approval of the contract extension.

## **ISSUES AND OPPORTUNITIES:**

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

## **REQUIRED AUTHORIZATIONS:**

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to David Salazar at [David.Salazar@co.travis.tx.us](mailto:David.Salazar@co.travis.tx.us) in the County Judge's office, by **Tuesdays at 5:00 p.m.** for the next week's meeting.



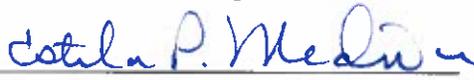
## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

**TO:** The Honorable Samuel T. Biscoe, County Judge  
The Honorable Ron Davis, Commissioner Precinct 1  
The Honorable Bruce Todd, Commissioner Precinct 2  
The Honorable Gerald Daugherty, Commissioner, Precinct 3  
The Honorable Margaret J. Gomez, Commissioner, Precinct 4

**FROM:**

  
Estela P. Medina  
Chief Juvenile Probation Officer

**RE:** Approval of the Truancy Court Contract Amendment Twelve between the Austin Independent School District and the Travis County Juvenile Board.

**DATE:** September 12, 2013

Travis County Juvenile Probation Department respectfully requests that the attached Truancy Court contract amendment number twelve with the Austin Independent School District (AISD) be placed before Commissioners Court for review and approval. This contract has been in place since February of 2002. Amendment number twelve will allow Travis County to continue to receive contributions from AISD to assist with the Truancy Court Project throughout fiscal year 2014.

The Juvenile Probation Department along with the Travis County Juvenile Board is interested in continuing our partnership with AISD through September 30, 2014. The Travis County Juvenile Board at its most recent meeting held on August 28, 2013 reviewed the contract and voted to approve contract amendment number 12 extending the period through FY2014. If you have any questions, please do not hesitate to contact me at 512-854-7069 or Sylvia Mendoza at 512-854-7008.

**cc:** Sylvia Mendoza  
Chris Hubner

AMENDMENT NUMBER TWELVE  
TO THE TRUANCY COURT PROJECT AGREEMENT BETWEEN  
TRAVIS COUNTY, THE TRAVIS COUNTY JUVENILE BOARD AND THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT

This Amendment Number Twelve ("Amendment Twelve") to the Truancy Court Project is entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the Austin Independent School District ("AISD"), hereinafter collectively referred to as the "Parties," pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in February of 2002 the Parties entered into an Agreement for the Truancy Court Pilot Project (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Initial Term of the Agreement was from the date of its execution through September 30, 2002; and,

WHEREAS, the Agreement provided that the term of the Agreement could be extended for additional one-year terms by written agreement of the Parties; and,

WHEREAS, the Parties entered into Amendment Eleven to the Agreement for the period October 1, 2012, through September 30, 2013; and,

WHEREAS, in Amendment Ten the Parties agreed to delete all references to the word "Pilot" within the Agreement and hereinafter make reference only to the Truancy Court Project; and,

WHEREAS, from October 1, 2012, to the date of this Amendment Twelve, the Parties have continued to operate the Truancy Court Project without formal written amendment of the Agreement to extend its terms; and,

WHEREAS, the Parties now desire to ratify and approve the extension of the Agreement from October 1, 2013, through September 30, 2014, and to provide funding for such term.

NOW, THEREFORE, in consideration of the above premises, the Parties hereby ratify and approve this Amendment Number Twelve to the Agreement as follows:

1. The Agreement is extended for an additional one-year period, from October 1, 2013, through September 30, 2014 (the "FY 2013 Term").
2. AISD agrees to provide funding to COUNTY in the amount of \$97,411 for the services provided by the TCJB from October 1, 2013, through September 30, 2014. COUNTY shall invoice AISD on a quarterly basis and invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of the Truancy

Court Project FY 2013 funds shall include operating expenses and personnel costs as determined by the Truancy Court Program Administrator. Operating expenses may include the expenditure of funds for incentives to youth participation in the project.

3. The Parties agree that except as specifically amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

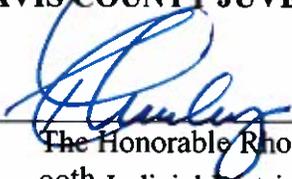
4. This Amendment shall have an effective date of October 1, 2013.

Executed as of the latest date set forth below:

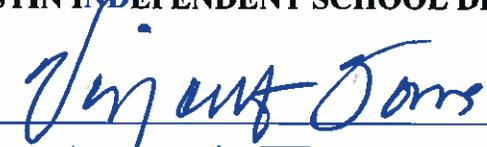
**COUNTY OF TRAVIS**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Samuel T. Biscoe, County Judge

**TRAVIS COUNTY JUVENILE BOARD**

By:  Date 9.9.13  
The Honorable Rhonda Hurley  
98th Judicial District Court  
Chair of the Juvenile Board

**AUSTIN INDEPENDENT SCHOOL DISTRICT**

By:  Date 8-27-13  
Name: Vincent Torres  
Title: Board President

APPROVED AS TO LEGAL FORM  
 8/6/13

LWY

**AGREEMENT FOR  
TRUANCY COURT PILOT PROJECT**

This Agreement for Truancy Court Pilot Project ("Agreement") is made and entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the City of Austin ("CITY"), hereinafter collectively referred to as the "Parties", pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act.

WHEREAS, the Texas Education Code and the Texas Family Code provide for compulsory school attendance in the State of Texas and enforcement proceedings in justice and municipal courts; and,

WHEREAS, the Parties share an interest in efficiently addressing truancy in the City of Austin and Travis County; and,

WHEREAS, the Parties desire to establish a collaborative effort to implement a Truancy Court Pilot Project in order to create a comprehensive and coordinated approach to addressing, reducing and preventing truancy;

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the Parties agree as follows:

1.0 General Statement of Intent The Parties hereby enter into this Agreement to establish and implement a Truancy Court Pilot Project as part of a collaborative effort to reduce and prevent truancy.

2.0 Agreement Period

2.1 Initial Term. The Initial Term of this Agreement shall commence when it has been executed by all Parties and shall continue through September 30, 2002, unless earlier terminated as provided herein.

2.2 Renewal Term(s). By written agreement of the Parties, this Agreement may be extended for additional one-year renewal terms beyond the Initial Term.

2.3 Termination. Any Party may terminate this Agreement at any time by providing each other Party written notice of its intent to terminate at least 30 days prior to the effective date of the termination.

3.0 Truancy Court Pilot Project Operations

3.1 The Truancy Court Pilot Project shall focus initially upon truancy among eighth graders at Mendez Middle School and among ninth graders at Travis High School. Upon agreement of the Parties, school and grade designations may be changed, added or deleted.

3.2 TCJB personnel will work with the Austin Independent School District to track daily attendance and receive referrals of students to Truancy Court when students have accumulated an agreed upon number of unexcused absences for a day or any part of a day within four weeks.

3.3 Pilot Project truancy cases will be handled by the Travis County Truancy Court Judge, who shall be a juvenile referee appointed by the TCJB. Initial hearings will be held at the truant's school. The Truancy Court Judge will travel to the school for the hearings. Subsequent hearings may be held at Travis County Juvenile Court or at a Justice of the Peace Precinct Court.

3.4 Juvenile probation officers will monitor Pilot Project truancy cases to ensure that the Truancy Judge's orders are carried out.

#### 4.0 Truancy Court Pilot Project Funding

4.1 The Parties have agreed upon a Projected Budget for Fiscal Year 2002 (October 1, 2001 through September 30, 2002). A copy of the Projected Budget for Fiscal Year 2002 is attached hereto as Attachment A and made a part hereof.

4.2 The TCJB shall administer Truancy Court Pilot Project funds. Travis County agrees to invoice the City on a quarterly basis for the City's share of Truancy Court Pilot Project FY 02 funding (as set forth in Attachment A). Invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of Truancy Court Pilot Project funds shall be in accordance with the Projected Budget for FY 02 (Attachment A).

#### 5.0 Records and Information

5.1 The Parties agree to comply with all applicable laws with regard to the creation, maintenance, storage, and dissemination of records and/or information generated, collected or gathered in connection with Truancy Court Pilot Project activities.

5.2 Records and information relating to clients and Truancy Court Pilot Project activities may be shared among the Parties as permitted by law when the sharing of records and information may serve the purposes of the Truancy Court Pilot Project. The Parties expressly acknowledge and agree that each Party retains ownership of its records and information and that records and information shared between and among the Parties in connection with the Truancy Court Pilot Project shall remain confidential and shall not be made public or otherwise disseminated without the consent of the Party that owns the documents or information.

5.3 TCJB agrees to provide the City with a quarterly report which shall include the following information with regard to designated pilot project schools: the number of truancy cases filed; the number of truancy hearings held; the number of truancy case dispositions; the number of students completing deferred prosecution or probation; and the most recent attendance data available from AISD.

6.0 Relationship of Parties

6.1 Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of employer-employee or principal-agent, or to otherwise create any liability for one Party with respect to the obligations or liabilities of any other Party. No Party to this Agreement shall be responsible for the acts of an employee of another Party except as may be decreed against that Party by a judgment of a court of competent jurisdiction.

6.2 It is expressly understood and agreed that no Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law as a result of its execution of this Agreement and performance of the functions and obligations described herein..

7.0 Severability. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

8.0 Payments from Current Revenues. The Party or Parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying Party.

9.0 Notice.

9.1 Any notice given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery, by registered or certified mail, return receipt requested, or by fax transmission, as agreed to by the Parties and as evidenced by a confirming return fax transmission, to the addresses or fax numbers set forth below.

9.1.1 If to City of Austin:

David Lurie, Director  
Austin/Travis County Health and Human Services  
2100 East St. Elmo Road  
Austin, Texas 78744-1886  
512-707-3251  
Fax: 512-707-5404

Copy to:

Sedora Jefferson  
City Attorney  
P.O. Box 1088  
Austin, TX 78767-8828  
Fax: 512-974-2894

9.1.2 If to Travis County:

Samuel T. Biscoe,  
Travis County Judge  
314 West 11<sup>th</sup> St., Suite 520  
Austin, TX 78701  
512-473-9555  
Fax: 512-473-9535

Copy to:

Ken Oden  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
Fax: 512-473-9316

9.1.3 If to Austin Independent School District:

Dr. Pat Forgione  
Superintendent of Schools  
Austin Independent School District  
1111 West 6th Street  
Austin, Texas 78703  
512-414-2181  
Fax: 512-480-0802

9.1.4 If to TCJB:

Honorable W. Jeanne Meurer  
Chair, TCJB  
98th District Court  
1000 Guadalupe Street, Suite 412  
Austin, Texas 78701  
512-473-9307  
Fax: 512-473-9332

9.2 Any Party may designate a different agent, address and/or fax number for notice purposes by giving the other Parties at least ten (10) days written notice in accordance with this section.

10.0 Number and Gender. Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

11.0 Entire Agreement. This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

12.0 Additional Agreements. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

13.0 Applicable Law and Venue. This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

14.0 No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

Executed as of the latest date set forth below:

COUNTY OF TRAVIS

By: Samuel T. Biscoe                      2-11-02  
Samuel T. Biscoe, County Judge              Date  
(12-18-01)

TCJB

By: W. Jeanne Meurer                      \_\_\_\_\_  
The Honorable W. Jeanne Meurer              Date  
9<sup>th</sup> Judicial District Court  
Chair of the Juvenile Board

CITY OF AUSTIN

By: Jesus Garza                      2-4-02  
Jesus Garza                                      Date  
City Manager

Attachment A

TRUANCY COURT  
PROJECTED BUDGET FY '02

	Total
<b>Personnel</b>	
1 - Court Judge	\$ 81,650
3 - JPO's	\$ 117,639
1 - Clerk III	\$ 20,871
<b>Total Personnel</b>	<b>\$ 220,160</b>
<b>Operating</b>	
Office Supplies	\$ 1,250
Pagers	\$ 200
Cell Phones	\$ 600
Air Time	\$ 2,400
Travel	\$ 2,000
Training	\$ 2,500
Law Enforcement Equip	\$ 180
Mileage	\$ 10,000
<b>Total Operating</b>	<b>\$ 19,130</b>
<b>Computer/Technology</b>	
Notebook Computers	\$ 20,000
Printers	\$ 2,876
<b>Total Computer Technology</b>	<b>\$ 22,876</b>
<b>GRAND TOTAL</b>	<b>\$ 262,166</b>

**Funding Sources:**

Travis County (Title IV-E Funds)	\$ 117,639	45%
AISD	\$ 87,411	33%
City Of Austin	\$ 57,116	22%
	\$ 262,166	