

REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)775-7954



CHIEF PUBLIC DEFENDER

Edward Ray Keith Jr.

DEPUTY PUBLIC DEFENDER

Keri Mallon

CHIEF FINANCIAL OFFICER

Amy Sharb

SYSTEM ADMINISTRATOR

Elaine Nauert

Honorable Daryl Melton
County Judge
County of Sabine
PO Box 716
Hemphill, Texas 75948

Via email: daryl.melton@co.sabine.tx.us

RE: Formation of Regional Public Defender Office Local Government Corporation; Approval of Interlocal Agreement.

Honorable Judge Melton:

First, let me thank you and Sabine County for contracting with and partnering with Lubbock County and the Regional Public Defender for Capital Cases (RPDO) in providing qualified legal defense teams to represent indigent capital murder defendants in your jurisdiction. The program has grown tremendously and now more than 184 eligible counties in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th and 11th Administrative Judicial Regions participate in the program. The RPDO now has offices in Lubbock, Wichita Falls, Terrell, Angleton, Austin and San Antonio.

Because of the growth and success that RPDO has enjoyed, earlier this year the Lubbock County Commissioners Court, with the collaboration of the RPDO Oversight Advisory Board, decided to move forward with creating the Regional Public Defender Office Local Government Corporation (RPDO-LGC). As a local government corporation, the RPDO-LGC, on behalf of Lubbock County, will take over providing legal defense services to indigent defendants for participating counties who enter into interlocal agreements with the RPDO-LGC. In other words, the RPDO-LGC will provide the exact same services that the previous RPDO had been providing for your county.

However, since the RPDO-LGC is a separately incorporated legal entity, **it will be necessary for each participating county, by January 1, 2021, to enter into a new interlocal agreement with the RPDO-LGC as the current RPDO office will cease to exist as of December 31, 2020.** Enclosed is a new interlocal agreement for your consideration. The substantive terms and conditions of the agreement, including fees charged to the County, are the same as the current interlocal agreement your county has with the RPDO. From the County's standpoint, there should be little, if any, change in how the program operates.

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Angleton
(979)266-7613

Austin
(512)756-4621

Lubbock
(806)775-1522

San Antonio
(210)886-8789

Terrell
(972)551-0100

Wichita Falls
(940)264-6169

I've also enclosed for your records a copy of the RPDO-LGC Articles of Incorporation and the makeup of the Board of Directors.

We are excited about this new development and look forward to Sabine County continuing to be a part of the program. If you have any questions, please do not hesitate to contact me or Ray Keith, RPDO Chief Public Defender.

Sincerely,



William Cox
RPDO-LGC Board Chair
First Asst. Public Defender, El Paso County



Edward Ray Keith, Jr.
Regional Public Defender for Capital Cases

Enclosures:

*Interlocal Agreement
Board of Directors
Articles of Incorporation*

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **Sabine COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

WHEREAS, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in «COUNTY» County, Texas outlined herein; and

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by RPDO and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "RPDO"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total \$4,200,000 in FY20 and \$4,200,000 in FY21. Of

this total, \$4,200,000 in FY20 and \$4,200,000 in FY21 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission (“TIDC”). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2020 and 2021; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program’s budget is cost-sharing commensurate with all eligible counties’ applicable inclusion in the program.

In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 181 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 181 participating counties (50%).

The Interlocal Agreements shall become effective January 1, 2021 and continue through September 30, 2021. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2021, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and 11th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT’s geographic boundaries to appoint the RPDO for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT’s expense.
- 1.03 **Duties and Responsibilities of the RPDO.** The RPDO will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the RPDO. The RPDO will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the RPDO will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT’s continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the RPDO in meeting pre-established goals and objectives. The RPDO will provide copies of the analysis to PARTICIPANT’s Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether participant will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years’ data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: RKeith@rpdo.org

If to PARTICIPANT:

Honorable Daryl Melton
County Judge
Sabine County
PO Box 716,
Hemphill, Texas 75948
E-Mail: daryl.melton@co.sabine.tx.us

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the PARTICIPANT and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the PARTICIPANT, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.

- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. RPDO's employees will not be considered, for any purpose, employees of PARTICIPANT within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.
- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and PARTICIPANT recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.12 Withdrawal by Party.

- (a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.
- (b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.
- (c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 14 day of December, 2020.

REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION

COUNTY OF Sabine

William Cox, Chairman

Daryl Melton

Honorable Daryl Melton
County Judge

ATTEST:

ATTEST:

Geoff Burkhart
Board Secretary

Janice McDaniel

County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Matthew L. Wade
Underwood Law Firm
General Counsel

County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY21 Cost per County
Andrews	14,786	0.17%	0.4	0.31%	\$8,984.00
Angelina	86,771	0.97%	1.3	0.99%	\$37,551.00
Aransas	23,158	0.26%	0.2	0.15%	\$7,646.00
Archer	9,054	0.10%	0.0	0.00%	\$1,719.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$18,255.00
Austin	28,417	0.32%	0.9	0.69%	\$19,402.00
Bailey	7,165	0.08%	0.6	0.46%	\$10,447.00
Bandera	20,485	0.23%	0.1	0.08%	\$5,605.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00
Bell	310,235	3.48%	6	4.58%	\$155,196.00
Blanco	10,497	0.12%	0.2	0.15%	\$5,058.00
Borden	641	0.01%	0	0.00%	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$8,174.00
Brewster	9,232	0.10%	0	0.00%	\$1,756.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00
Brown	38,106	0.43%	1.9	1.45%	\$36,601.00
Burleson	17,187	0.19%	0.5	0.38%	\$11,001.00
Caldwell	38,066	0.43%	0.1	0.08%	\$9,242.00
Calhoun	21,381	0.24%	0.3	0.23%	\$8,829.00
Camp	12,401	0.14%	0	0.00%	\$2,413.00
Carson	6,182	0.07%	0	0.00%	\$1,126.00
Cass	30,464	0.34%	0.5	0.38%	\$13,747.00
Castro	8,062	0.09%	0	0.00%	\$1,515.00
Chambers	35,096	0.39%	0.2	0.15%	\$10,147.00
Childress	7,041	0.08%	0	0.00%	\$1,304.00
Clay	10,752	0.12%	0.3	0.23%	\$6,630.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$3,207.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00
Comanche	13,974	0.16%	0.2	0.15%	\$5,760.00
Concho	4,087	0.05%	0	0.00%	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$21,238.00
Coryell	75,388	0.85%	0.8	0.61%	\$27,599.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,272.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,136.00
Crosby	6,059	0.07%	0.1	0.08%	\$2,620.00
Dallam	6,703	0.08%	0	0.00%	\$1,234.00
Dawson	13,833	0.16%	0	0.00%	\$2,709.00
De Witt	20,097	0.23%	0	0.00%	\$5,374.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$4,005.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$3,435.00
Donley	3,677	0.04%	0.1	0.08%	\$2,128.00

Eastland	18,583	0.21%	0.1	0.08%	\$5,211.00
Ector	137,130	1.54%	3.8	2.90%	\$85,957.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00
Falls	17,866	0.20%	0.8	0.61%	\$15,700.00
Fannin	33,915	0.38%	0.5	0.38%	\$14,461.00
Fayette	24,554	0.28%	0	0.00%	\$4,902.00
Fisher	3,974	0.04%	0	0.00%	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,181.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$11,158.00
Freestone	19,816	0.22%	0.2	0.15%	\$6,986.00
Frio	17,217	0.19%	0.4	0.31%	\$9,487.00
Gaines	17,526	0.20%	0.8	0.61%	\$15,629.00
Galveston	291,309	3.27%	3.1	2.37%	\$107,215.00
Garza	6,461	0.07%	0	0.00%	\$1,184.00
Gillespie	24,837	0.28%	0	0.00%	\$4,985.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,859.00
Gray	22,535	0.25%	0.8	0.61%	\$16,665.00
Grayson	120,877	1.36%	1.9	1.45%	\$53,724.00
Grimes	26,604	0.30%	0.2	0.15%	\$8,390.00
Hale	36,273	0.41%	0.5	0.38%	\$14,949.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,609.00
Hansford	5,613	0.06%	0.1	0.08%	\$2,528.00
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00
Hardin	54,635	0.61%	0.7	0.53%	\$21,786.00
Hartley	6,062	0.07%	0	0.00%	\$1,101.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$26,373.00
Hill	35,089	0.39%	0.5	0.38%	\$14,704.00
Hockley	22,935	0.26%	0	0.00%	\$4,592.00
Hood	51,182	0.57%	0.6	0.46%	\$19,552.00
Hopkins	35,161	0.39%	0.4	0.31%	\$13,199.00
Howard	35,012	0.39%	0	0.00%	\$7,090.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$4,351.00
Hunt	86,129	0.97%	2.8	2.14%	\$60,212.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$8,988.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,718.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00
Karnes	14,824	0.17%	0	0.00%	\$2,914.00
Kaufman	103,350	1.16%	2.1	1.60%	\$53,137.00
Kendall	33,410	0.38%	0.2	0.15%	\$9,798.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$14,672.00

Kimble	4,607	0.05%	0.2	0.15%	\$3,840.00
King	286	0.00%	0	0.00%	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$4,258.00
Lamb	13,977	0.16%	0.1	0.08%	\$5,831.00
Lee	16,612	0.19%	0.1	0.08%	\$4,803.00
Leon	16,801	0.19%	0.1	0.08%	\$4,843.00
Limestone	23,384	0.26%	0.9	0.69%	\$18,361.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,233.00
Llano	19,301	0.22%	0	0.00%	\$3,840.00
Loving	82	0.00%	0	0.00%	\$1,000.00
Lubbock	278,831	3.13%	3	2.29%	\$103,114.00
Lynn	5,915	0.07%	0	0.00%	\$1,072.00
Madison	13,664	0.15%	0.8	0.61%	\$1,561.00
Marion	10,546	0.12%	0.1	0.08%	\$1,000.00
Martin	4,799	0.05%	0	0.00%	\$14,830.00
Mason	4,012	0.05%	0	0.00%	\$3,549.00
Matagorda	36,702	0.41%	1.1	0.84%	\$1,000.00
McCulloch	8,283	0.09%	0	0.00%	\$1,000.00
McMullen	707	0.01%	0	0.00%	\$24,155.00
Medina	46,006	0.52%	0.7	0.53%	\$20,001.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$43,357.00
Milam	24,757	0.28%	0.4	0.31%	\$11,047.00
Mills	4,936	0.06%	0	0.00%	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,793.00
Montague	19,719	0.22%	0.8	0.61%	\$16,083.00
Moore	21,904	0.25%	0.3	0.23%	\$8,937.00
Morris	12,934	0.15%	0.2	0.15%	\$5,562.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00
Navarro	47,735	0.54%	0.6	0.46%	\$18,839.00
Ochiltree	10,223	0.11%	0	0.00%	\$1,962.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00
Parker	116,927	1.31%	0.6	0.46%	\$33,153.00
Parmer	10,269	0.12%	0	0.00%	\$1,972.00
Pecos	15,507	0.17%	0.5	0.38%	\$10,653.00
Polk	45,413	0.51%	1.6	1.22%	\$33,554.00
Potter	121,073	1.36%	1.6	1.22%	\$49,206.00
Presidio	7,818	0.09%	0	0.00%	\$1,465.00
Rains	10,914	0.12%	0.6	0.46%	\$11,222.00
Randall	120,725	1.36%	1.6	1.22%	\$49,134.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,052.00
Red River	12,860	0.14%	0.5	0.38%	\$10,105.00
Reeves	13,783	0.15%	0.1	0.08%	\$4,218.00
Refugio	7,383	0.08%	0	0.00%	\$1,375.00

Roberts	929	0.01%	0	0.00%	\$1,000.00
Runnels	10,501	0.12%	0	0.00%	\$2,020.00
Sabine	10,834	0.12%	0.4	0.31%	\$8,167.00
San Saba	6,131	0.07%	0.7	0.53%	\$11,753.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$6,387.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00
Sherman	3,034	0.03%	0.1	0.08%	\$1,000.00
Somervell	8,490	0.10%	0	0.00%	\$1,604.00
Starr	60,968	0.68%	1.5	1.14%	\$34,617.00
Stephens	9,630	0.11%	0	0.00%	\$1,840.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,740.00
Swisher	7,854	0.09%	0.2	0.15%	\$4,511.00
Taylor	131,506	1.48%	1.1	0.84%	\$43,766.00
Terrell	984	0.01%	0	0.00%	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,984.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00
Tom Green	110,224	1.24%	0.2	0.15%	\$25,688.00
Trinity	14,585	0.16%	0	0.00%	\$2,865.00
Tyler	21,766	0.24%	0.5	0.38%	\$11,948.00
Upton	3,355	0.04%	0.1	0.08%	\$2,061.00
Uvalde	26,405	0.30%	0.4	0.31%	\$11,388.00
Val Verde	48,879	0.55%	0.4	0.31%	\$16,037.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$21,361.00
Walker	67,861	0.76%	0.2	0.15%	\$16,925.00
Waller	43,205	0.49%	0.9	0.69%	\$22,461.00
Ward	10,658	0.12%	0.1	0.08%	\$3,572.00
Washington	33,718	0.38%	0.2	0.15%	\$9,862.00
Webb	250,304	2.81%	1.2	0.92%	\$69,861.00
Wharton	41,280	0.46%	1.6	1.22%	\$32,699.00
Wheeler	5,410	0.06%	0.1	0.08%	\$2,486.00
Wichita	131,500	1.48%	1.7	1.30%	\$51,571.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$10,245.00
Willacy	22,134	0.25%	1.6	1.22%	\$28,739.00
Wilson	42,918	0.48%	0	0.00%	\$8,726.00
Winkler	7,110	0.08%	0	0.00%	\$1,318.00
Wise	59,127	0.66%	0.5	0.38%	\$19,676.00
Yoakum	7,879	0.09%	0	0.00%	\$1,477.00
Young	18,550	0.21%	0.2	0.15%	\$6,724.00
Zapata	14,018	0.16%	0.1	0.08%	\$4,267.00
Zavala	11,677	0.13%	0	0.00%	\$2,263.00

**REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION BOARD OF
DIRECTORS**

The RPDO-LGC is governed by a Board of Directors and a Chief Public Defender who serves as the Chief Executive Officer. The Board of Directors consists of thirteen (13) members comprised as follows:

- Three (3) members of County Commissioners Court from different participating counties appointed by the initial directors;
- Two active or retired judges appointed by the initial directors;
- Two (2) licensed attorneys with substantial capital defense experience appointed by the initial directors;
- Three (3) members appointed by the Executive Director of the Texas Indigent Defense Commission who are licensed attorneys in Texas with substantial experience in capital defense or indigent defense policy and practice;
- Three (3) Ex Officio members:
 - The Executive Director of the Texas Judicial Council;
 - The Executive Director of the Texas Indigent Defense Commission; and
 - The Executive Director of the Texas Defender Service.

The Directors terms are four (4) years staggered except for *ex officio* members who serve for the duration of their service in their respective positions. The current members of the Board of Directors are as follows:

William Cox – Board Chair – Interim Chief Public Defender, El Paso County

Andrea Marsh – Vice Chair – Director, Richard & Ginni Mithoff Pro Bono Program-University of

Texas Vacant – District Judge

Hon. Lora Livingston – 261st Civil District Court, Travis County,

Texas Hon. Judge Curtis Parrish – Lubbock County Judge

David Slayton – Administrative Director, Office of Court

Administration Geoff Burkhart – Executive Director, Texas Indigent

Defense Commission Kathryn McNeil – Executive Director, Texas

Defender Service

Chuck Statler – County Commissioner, Taylor County,

Texas Bill McCay – County Commissioner, Lubbock

County, Texas Rick Wardroup – Texas Criminal Defense

Lawyers Association Abner Burnet – Director, Texas Rio

Grande Legal Aid

Dan Hurley – Criminal Defense Attorney, Lubbock, Texas

**ARTICLES OF INCORPORATION OF THE
REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION**

We, the elected Commissioners Court of Lubbock County, Texas (herein "County"), hereby approve and adopt the following Articles of Incorporation for the Regional Public Defender Office Local Government Corporation.

ARTICLE I

The name of the corporation is the Regional Public Defender Office Local Government Corporation (herein "Corporation").

ARTICLE II

The Corporation is a public, non-profit corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation is organized for the purposes outlined in Subchapter D, Chapter 431, Texas Transportation Code (herein "Act"). Specifically, the Corporation is authorized to participate on behalf of the County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the Corporation to provide defense services. The Corporation is designated as a "Local Government" pursuant to Section 791.003(4)(B), Texas Government Code (the Interlocal Cooperation Act).

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions now or hereafter given by the general laws of the State of Texas to non-profit corporations.

The Corporation shall have all other powers of a like or different nature, not prohibited by law, which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including to promote the common good and general welfare as provided by the Act, including, without limitation, the financing, acquisition, construction, ownership, maintenance and operation of any facilities.

ARTICLE V

The Corporation shall have no members and shall have no stock.

ARTICLE VI

The street address of the initial registered office of the Corporation is 916 Main St. Suite 900, Lubbock, Texas 79401 and the name of its initial registered agent at such address is Edward Ray Keith, Jr.

ARTICLE VII

The Board of Directors (the "Board") shall consist of thirteen (13) Directors. The current members of the Regional Public Defender Oversight Board shall serve as the initial directors. The name and address of each initial director is attached hereto, and incorporated herein, as Exhibit A. All Directors serve without compensation but may be reimbursed for actual expenses incurred in the performance of the Director's duties.

On January 1, 2021, the Board shall be composed of the following members:

- 1) Three (3) members of County Commissioners Court from different participating counties appointed by the initial directors;
- 2) Two (2) active or retired judges appointed by the initial directors;
- 3) Two (2) licensed attorneys with substantial capital defense experience appointed by the initial directors;
- 4) Three (3) members appointed by the Executive Director of the Texas Indigent Defense Commission who are licensed attorneys in Texas with substantial experience in capital defense or indigent defense policy and practice;
- 5) Three (3) members who will serve Ex Officio:
 - A) The Executive Director of the Texas Judicial Council;
 - B) The Executive Director of the Texas Indigent Defense Commission;
 - C) The Executive Director of the Texas Defender Service;

No active criminal trial judge or prosecutor may serve on the board.

Except as otherwise provided in these Articles of Incorporation or Bylaws, all powers of the Corporation shall be vested in the Board. The Directors' terms of office shall be four (4) years in staggered terms determined by the initial directors, except for ex officio members who shall serve for the duration of their service in their respective positions.

When any Director appointed by the initial directors ceases to hold his/her position for any reason, the Director's position will be filled by appointment by majority vote of the Board of Directors.

When any Director appointed by the Executive Director of the Texas Indigent Defense Commission ceases to hold his/her position for any reason, the Director's position will be replaced by the Executive Director of the Texas Indigent Defense Commission. Any Director appointed by the Executive Director of the Texas Indigent Defense Commission may be removed from office for cause or at will by the Executive Director of the Texas Indigent Defense Commission.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation or the laws of the State of Texas. Adoption of the Bylaws shall require approval of a majority of the Directors. The Bylaws shall contain a provision that once adopted, they may not be amended except without approval of a majority of the Directors. Until such time as the Bylaws are adopted and approved, all Board action shall require approval of a majority of the Directors.

All Board meetings are public meetings and are subject to the Texas Open Meetings Act codified in Texas Government Code Chapter 551. The Corporation is subject to the Texas Public Information Act codified in Texas Government Code Chapter 552.

ARTICLE VIII

The incorporators of the Corporation are the following three members of the Commissioners Court of Lubbock County: Curtis Parrish, Bill McCay, and Chad Seay. The Order adopting and approving the Articles of Incorporation has been adopted by the Lubbock County Commissioners Court by order dated June 22, 2020

ARTICLE IX

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for damages resulting from (i) any breach of the Director's duty of loyalty to the Corporation, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) acts or omissions for which the liability of a Director is expressly provided by statute. In addition to the circumstances in which a Director shall not be liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director. The Corporation is authorized to hire legal counsel to represent any Director in any legal matter in which the Director is named in his or her official capacity, subject to the majority approval of the Board of Directors or as detailed in the Bylaws.

ARTICLE X

Regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office; and (c) shall not attempt to influence the outcome of any election for public office.

ARTICLE XI

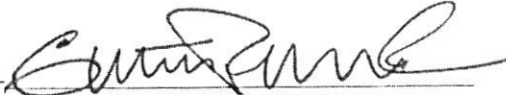
If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and any bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all property, cash or cash equivalent assets will be distributed to Lubbock County, Texas.

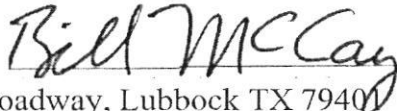
ARTICLE XII

These Articles may be changed or amended by the Board of Directors upon approval by the Commissioners Court of Lubbock County, Texas.

IN WITNESS HEREOF, we have hereunder set our hands this 22 day of June,
2020.

Incorporators:

Curtis Parrish 
Address: 904 Broadway, Lubbock TX 79401
Telephone: (806) 775-1330

Bill McCay 
Address: 904 Broadway, Lubbock TX 79401
Tele phone: (806) 775-1335

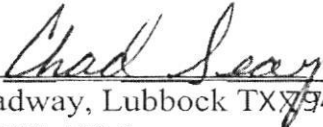
Chad Seay 
Address: 904 Broadway, Lubbock TX 79401
Telephone: (806) 775-1335

EXHIBIT A
(to the Articles of Incorporation of the
Regional Public Defender Office Local
Government Corporation)

The names and street addresses of the thirteen (13) initial Directors are:

Director Position 1:

Name: William R. Cox
Address: 500 E. San Antonio, #501, El Paso, TX 79901
Telephone: (915) 546-8185

Director Position 2:

Name: Abner Burnett
Address: 316 S. Closner Blvd, Edinburg, TX 78539
Telephone: (956) 393-6206

Director Position 3:

Name: Lora Livingston
Address: 1000 Guadalupe St. Suite 308, Austin, TX 78701
Telephone: (512) 854-9309

Director Position 4:

Name: David Slayton
Address: 205 W 14th St. 6th Floor, Austin, TX 78701
Telephone: (512) 463-1626

Director Position 5:

Name: Geoff Burkhart,
Address: 209 West 14th Street, Room 202, Austin, TX
78701 Telephone: (512) 936-6994

Director Position 6:

Name: Kathryn McNeil
Address: 510 S. Congress Avenue, Suite 304, Austin TX 78704
Telephone: (512) 320-8300

Director Position 7:

Name: Curtis Parrish
Address: 904 Broadway, Lubbock TX 79401
Telephone: (806) 775-1330

Director Position 8:

Name: Chuck Statler
Address: 301 Oak Street, Abilene, TX 79602 Telephone:
(325) 674-1235

Director Position 9:

Name: Bill McCay

Address: 904 Broadway, Lubbock TX 79401

Telephone: (806) 775-1335

Director Position 10:

Name: Dean Rucker

Address: 500 North Loraine Street, Suite 502, Midland, TX 79701

Telephone: (432) 688-4370

Director Position 11:

Name: Rick Wardroup

Address: 915 Texas, Lubbock TX 79401

Telephone: (806) 763-9900

Director Position 12:

Name: Andrea Marsh

Address: 727 East Dean Keeton Street, Austin, TX 78704

Telephone: (512) 232-6170

Director Position 13:

Name: Dan Hurley

Address: 1805 13th Street, Lubbock TX 79401

Telephone: (806) 771-0700

Adopted on June 22, 2020

Amended on July 31, 2020