

**REGIONAL PUBLIC DEFENDER  
FOR CAPITAL CASES**

P.O. BOX 2097  
LUBBOCK, TX 79408  
MAIN: (806)696-3740  
FAX: (806)696-3750



**CHIEF PUBLIC DEFENDER**  
Edward Ray Keith Jr.  
**DEPUTY PUBLIC DEFENDER**  
Keri Mallon

**CHIEF FINANCIAL OFFICER**  
Amy Sharb  
**SYSTEM ADMINISTRATOR**  
Elaine Nauert

Honorable Robert Newsom  
County Judge  
County of Hopkins  
PO Box 288  
Sulphur Springs, Texas 75483

Via email: [newsom@hopkinscountytexas.org](mailto:newsom@hopkinscountytexas.org)

**RE: *FY2022/23 Interlocal Agreement***

Honorable Judge Newsom:

The current Interlocal Agreement expires September 30, 2021. Enclosed is the new Interlocal for the FY2022/23 biennium. The Interlocal begins October 1, 2021 and expires September 30, 2022; it will automatically renew on October 1, 2022 and expire September 30, 2023.

The contribution amount for this biennium have stayed the same as the current Interlocal Agreement. This allows for your contribution amount to not increase for another two fiscal years.

The due date for the approved Interlocal Agreement is October 1, 2021. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to be "Edward Ray Keith, Jr.", written in a cursive style.

Edward Ray Keith, Jr.

## INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **HOPKINS 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 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 Hopkins 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 received from the Texas Indigent Defense Commission ("TIDC"). The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.