

THE STATE OF TEXAS
COUNTIES OF VICTORIA, LAVACA, JACKSON AND REFUGIO

INTERLOCAL AGREEMENT

CROSSROADS REGIONAL PUBLIC DEFENDER OFFICE

I. Participating Counties (Parties)

1. THIS INTERLOCAL AGREEMENT is made by and between VICTORIA COUNTY, TEXAS (VICTORIA), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by VICTORIA COUNTY Commissioner's Court on the 23rd day of October, 202³;

and

LAVACA COUNTY, TEXAS (LAVACA), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by LAVACA COUNTY Commissioner's Court on the 23 day of October, 202³;

and

JACKSON COUNTY, TEXAS (JACKSON), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by JACKSON COUNTY Commissioner's Court on the 24 day of October, 202³;

and

REFUGIO COUNTY, TEXAS (REFUGIO), a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by REFUGIO COUNTY Commissioner's Court on the 24 day of October, 202³.

VICTORIA, LAVACA, JACKSON, AND REFUGIO may be referred to individually as a Party, or collectively as Parties or Participating Counties. This Agreement is made pursuant to Chapter 791, Government Code (Interlocal Cooperation Act) and the Fair Defense Act, as established by the 77th Legislature through the passage of the Fair Defense Act.

2. All written notices called for or required by this Agreement shall be addressed to the following addresses. In addition, each Party may designate a different address by giving the other Parties at least ten (10) days prior written notice of such change of address.

COUNTY OF VICTORIA

Honorable Ben Zeller

101 N Bridge Street, Suite 102

Victoria, TX 77901

COUNTY OF LAVACA

Honorable Keith Mudd

P. O. Box 243

Hallettsville, TX 77964

COUNTY OF JACKSON

Honorable Jill Sklar

115 W. Main, Room 207

Edna, TX 77957

COUNTY OF REFUGIO

Honorable Jhiela "Gigi" Poynter

808 Commerce Street, Room 104

Refugio, TX 78377

The Parties hereby agree that the following statements are true and correct and constitute the basis upon which each has entered into this Agreement:

WHEREAS, this agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code;

WHEREAS, this Agreement is made in accordance with and pursuant to Article 26.044(b), Texas Code of Criminal Procedure;

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the government function or service which is the subject of the matter of this Agreement; and

WHEREAS, the performance of this Agreement by each Party will be in the common interest of all Parties and will benefit the general public;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

II. Agreement

1. The Crossroads Regional Public Defender Office (CRPDO) is administratively organized as a department of and subject to the policies and procedures of VICTORIA County on behalf of all Participating Counties. The CRPDO is funded by a Texas Indigent Defense Commission grant and by funds contributed by each Participating County. The CRPDO will provide court-appointed counsel to adults and juveniles who are accused of, or appealing a conviction of, felonies or misdemeanors punishable by

confinement, and who, upon providing proof, are not financially able to employ counsel.

2. The County Courts, County Courts at Law, and District Courts (the Courts) of VICTORIA, LAVACA, JACKSON, and REFUGIO shall participate in the program. The program allows the Courts of each Participating County to appoint the CRPDO for all cases in which appointment of counsel is appropriate. The program covers adult and juvenile offenders. Some appointments may occur outside of this agreement due to conflicts of interest (e.g., multiple defendants in a case), other situations described in Tex. Code Crim. Proc. art. 26.044(j), or capital cases, which are not included in this agreement. Absent such a situation, the parties agree that all eligible appointments shall be directed to the CRPDO, subject to the maximum caseload capacity of the office based on TIDC caseload guidelines.

3. LAVACA, JACKSON, and REFUGIO hereto agree to pay its designated share of the Public Defender Office to VICTORIA COUNTY, which is the administrative grantee county operating the program on behalf of all Participating Counties. The payments shall be made on an annual basis, payable each January. Initially, each Participating County shall pay as shown in Exhibit "A" attached hereto. The Participating Counties agree to make additional contributions, if necessary, proportionate to their current caseloads during this first year. The Participating Counties agree to fund their shares in future years proportionate to the caseload of the CRPDO in each county once historical caseloads are available. Contributions shall be reexamined on an annual basis to be modified each year effective October 1 of that year. The caseload shall be reviewed after a full year of Public Defender Office operations have occurred and on an annual time frame covering June 1 through May 31st each year. At the end of each fiscal year, Victoria County will reconcile actual program expenditures with budgeted amounts that serve as the basis for county contributions. In the event that actual program expenditures are less than budgeted, a partial credit for each participating county will be calculated that may be applied toward the participant county's contribution for the next fiscal year.

4. The Commissioners Court of LAVACA, JACKSON, and REFUGIO each agrees to appoint one (1) Member to serve on the Oversight Board and the Commissioners Court of VICTORIA agrees to appoint four (4) Members to serve on the Oversight Board which is responsible for recommending selection and removal of the Chief Public Defender and supervising overall operations and activities of the CRPDO. The person chosen must be a community leader or have a working knowledge of the criminal justice process; and may not be a prosecutor, an attorney receiving assigned counsel cases, a Justice of the Peace, a County Court at Law Judge, a District Judge, a law enforcement officer, or a probation officer. The board shall be governed according to the Oversight Board Plan and Policies, which is in a separate document from this agreement.

5. 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. It is understood and agreed that 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.

6. The failure of any Party to insist upon the performance of any term 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.

7. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, the venue for such action shall lie in state courts located in VICTORIA COUNTY, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

8. The provisions and conditions of this Agreement are solely for the benefit of VICTORIA, LAVACA, JACKSON, and REFUGIO and are not intended to create any rights, contractual or otherwise, to any other person or entity.

9. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by unforeseen construction or site issues; fire or other casualty; court injunction; necessary condemnation proceedings; acts of the other Party, its affiliates/related entities and/or their contractors; any actions or inactions of third parties; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances is similar to any of those enumerated or not; the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal or the period such party was delayed due to the event causing delay.

10. The Commissioners Court of a Participating County may opt out of this Agreement annually on October 1 of a given year by giving 90 days prior written notice to the Oversight Board and to all Commissioners Courts participating in the plan.

11. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. This Agreement may be executed by multiple originals, each to be submitted for approval to the Participating Counties' Commissioners Court.

SIGNED AND EXECUTED this 23 day of October, 2023.

COUNTY OF VICTORIA

STATE OF TEXAS

DocuSigned by:
By: Ben Zeller
D5D8FDAB22FB491...

Honorable Ben Zeller

Victoria County Judge
10/24/2023

COUNTY OF LAVACA

STATE OF TEXAS

DocuSigned by:
By: Keith Mudd
0736420387EE41F...

Honorable Keith Mudd

LAVACA County Judge
10/23/2023

COUNTY OF JACKSON

STATE OF TEXAS

DocuSigned by:
By: Jill Sklar
78210FED8F74489...

Honorable Jill Sklar

Jackson County Judge
10/24/2023

COUNTY OF REFUGIO

STATE OF TEXAS

DocuSigned by:
By: Jhiela Poynter
462E038B319D4C4...

Honorable Jhiela "Gigi" Poynter

Refugio County Judge
10/25/2023

EXHIBIT A

The following table shows the estimated share of expenses for operating the Crossroads Regional Public Defender Office for each of the counties based on their relative share of indigent defense cases during the prior year.

County	% of Cases
Victoria	63.49%
Jackson	15.67%
Lavaca	7.46%
Refugio	13.38%