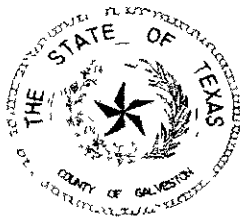


AGENDA

ITEM

#25



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

Date of Request	4/27/12	Department	JUSTICE ADMINISTRATION/DISTRICT COURTS				
Renewal Contract		Orgkey:	1101-121000	Object Code:	5431237		
Contract Start Date	5/1/2012	Vendor:	LUBBOCK COUNTY, TEXAS				
Contract End Date	indefinite	Vendor No.		Contract No			
Description.	Public Defender for Capital (death eligible) Cases in Galveston County						
Contract # Issued By Purchasing	CM12135			Requested Legal Review	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY16 \$ Request
Court Appt Atty - Cap	1101	\$595,000	0	79,188	\$105,584	\$158,376	\$211,167
<i>Funding for 6 years is \$818,274</i>							
Totals		595,000	-	79,188	105,584	158,376	211,167
Total Cost	554,315						

Approved By	Date	Signature
Department Head	4/27/2012	<i>[Signature]</i>
* Purchasing Agent	4-30-2012	<i>[Signature]</i>
County Legal	4/30/12 3:20 PM	<i>[Signature]</i>
Contract listed in Budget Documentation (Yes/No)		
<i>Budget for fine item</i>		
County Budget Office:	<i>[Signature]</i>	

Rec'd w/ explanation 4/30/12 @ 11:08 AM

* Form Number
 CM# added under BIDCON Due to Vendor is NOT IN SYSTEM (IFAS)



REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES

P O Box 2097
Lubbock, Texas 79408
Main Phone (806) 775-5650
Fax (806) 775-7954

June 18, 2012

CHIEF PUBLIC DEFENDER
Jack Stoffregen

Deputy Public Defender
Philip Wischkaemper

Office Administrator
Elaine Nauert

Assistant Public Defender
Anna Maria Jimenez
Edward Ray Keith, Jr
Keri Mallon
Anthony C Odiome
Maxwell C Peck III
Dennis R Reeves
J K "Rusty" Wall
Thomas J "Jay" Wooten
John E Wright

Senior Investigator
Albert Miraval

Investigator
Kirk D Noaker, Sr
Rudy O'Brien
Juan Raul "JR" Soto

Mitigator
Robin Buggs
Carol Camp
Robert Cowie
Ricardo Jimenez
Kama Lawrence
Sarah Molzow
Roel Perez
Joanna Petrov
Victoria Rusk
Joseph Ward

Legal Assistant
Berenice De Leon
Twyllana Harrison
Leticia Noel
Monica Quijano
Lindsey Wilson

The Honorable Mark Henry
Galveston County Judge
722 Moody, Suite 200
Galveston, TX 77550

Dear Judge Henry:

Please find enclosed a fully-executed copy of the Interlocal Agreement for your records

If you have any questions or need anything else, please do not hesitate to call me

Sincerely,

A handwritten signature in cursive script that reads "Elaine".

Elaine Nauert

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **GALVESTON 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, 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 LUBBOCK COUNTY 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 "PD"), funded by the Task Force on Indigent Defense Multi-Year Discretionary Grant Program Funds (the "Task Force"), 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.

The Task Force will provide funding to hire staff for the PD offices operating in the 2nd, 3rd, 4th, 5th, 6th, 7th and 9th Administrative Judicial Regions, as well as start-up costs, during Fiscal Year 2012 (October 1, 2011-September 30, 2012). It is anticipated that expansion will continue to occur into the 1st and 8th Administrative Judicial Regions in Fiscal Year 2013.

Pursuant to continued funding thereafter, the Task Force is anticipated to provide funds to operate the PD office on a cost-sharing basis (Year 1 of Region's inclusion – 100%, Year 2 of Region's inclusion – 100%, Year 3 of Region's inclusion – 80%, Year 4 of Region's inclusion – 60%, Year 5 of Region's inclusion – 40%, Year 6 of Region's inclusion – 0%) It is possible that the Task Force may consider additional funding mechanisms.

during Fiscal Years 2012 through 2017, however, the funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the office and a fund balance for emergency situations, counties in the region will contribute, during Year 1 of inclusion - 0%, Year 2 of inclusion - 30%, Year 3 of inclusion - 40%, Year 4 of inclusion - 60%, Year 5 of inclusion - 80% and Year 6 of inclusion - 100% (with a minimum contribution of \$1,000). All percentages are based upon the amount that would be required with no grant funding available (year 6 of regional inclusion). A detailed county allocation schedule is provided in Attachment 1 and is 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 (50%) and the average number of capital murder cases filed over the past ten years (50%). Such cost share payments shall be made from current funds available to the PARTICIPANT at that time, subject to an annual appropriation. The Oversight Board of the PD will develop a plan to share costs among the counties beyond the grant period; however, the PD's obligation to perform after the grant period is contingent upon receipt of continued funding.

- 1 02 **Judges Authorized to Appoint PD.** The District Courts in the 2nd, 3rd, 4th, 5th, 6th, 7th and 9th Administrative Judicial Region may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries (so long as the jurisdiction lies within the noted Administrative Judicial Regions) to appoint the PD 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 PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1 03 **Duties and Responsibilities of the PD.** The PD 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 PD. The PD 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 thereof, the PD 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 PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the 2nd, 3rd, 4th, 5th, 6th, 7th and 9th 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 it 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 PD 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 PD will provide a fact investigator and mitigation specialist to cases assigned to the office
- 1 08 **No other Costs Incurred.** Neither the Task Force nor the PD 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.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address

If to LUBBOCK COUNTY

Honorable Tom V Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Jack Stoffregen
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 10536
Lubbock, Texas 79408

If to PARTICIPANT.

Honorable Mark Henry
County Judge
Galveston County
722 Moody, Suite 200
Galveston, Texas 77550

- 2.02 **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.
- 2.03 **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.
- 2.04 **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.
- 2.05 **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.
- 2.06 **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.
- 2.07 **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.
- 2.08 **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.
- 2.09 **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 to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.
- (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 LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

SIGNED AND EXECUTED this 13 day of June, 2012

COUNTY OF LUBBOCK

COUNTY OF GALVESTON

Thomas V Head
Honorable Thomas V Head
County Judge

Mark Henry
Honorable Mark Henry
County Judge

ATTEST

ATTEST

Kelly Pinion
Honorable Kelly Pinion
Lubbock County Clerk

Quint D. Salton
Honorable
Galveston County Clerk



APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

Jack Stoffregen
Jack Stoffregen
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM

REVIEWED FOR FORM:

Neal Burt
Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

County	Region	2008 Pop Est	% Total Pop	Yearly Avg Cases	% Total Cases	FY 2012 (0%)	FY 2013 (30%)	FY 2014 (40%)	FY 2015 (60%)	FY 2016 (80%)	FY 2017 (100%)
Angelina	2nd	82,903	1 18124%	0 8	0 6667%	\$0	\$20,402	\$27,203	\$40,804	\$54,405	\$68,006
Austin	3rd	27,182	0 38730%	0 9	0 75000%	\$0	\$12,556	\$16,742	\$25,113	\$33,484	\$41,855
Bastrop	2nd	72,620	1 03472%	0 7	0 58333%	\$0	\$17,864	\$23,819	\$35,728	\$47,638	\$59,547
Bell	3rd	277,743	3 95740%	8 7	7 25000%	\$0	\$123,736	\$164,981	\$247,472	\$329,962	\$412,453
Blanco	3rd	9,420	0 13422%	0 2	0 16667%	\$0	\$3,322	\$4,429	\$6,644	\$8,859	\$11,073
Bosque	3rd	18,412	0 26234%	0 3	0 25000%	\$0	\$5,657	\$7,542	\$11,313	\$15,084	\$18,855
Brazoria	2nd	296,691	4 22738%	1 1	0 91667%	\$0	\$56,793	\$75,724	\$113,586	\$151,448	\$189,310
Brazos	2nd	169,958	2 42163%	2 3	1 91667%	\$0	\$47,897	\$63,863	\$95,794	\$127,726	\$159,657
Burleson	2nd	18,167	0 25885%	0 7	0 58333%	\$0	\$9,298	\$12,398	\$18,596	\$24,795	\$30,994
Burnet	3rd	43,433	0 61885%	0	0 00000%	\$0	\$6,832	\$9,110	\$13,665	\$18,220	\$22,775
Caldwell	3rd	35,843	0 51071%	0 2	0 16667%	\$0	\$7,479	\$9,971	\$14,957	\$19,943	\$24,929
Chambers	2nd	33,225	0 47340%	0 1	0 08333%	\$0	\$6,147	\$8,196	\$12,293	\$16,391	\$20,489
Colorado	3rd	21,725	0 30955%	0 2	0 16667%	\$0	\$5,258	\$7,010	\$10,515	\$14,020	\$17,526
Comal	3rd	108,170	1 54125%	1	0 83333%	\$0	\$26,217	\$34,956	\$52,433	\$69,911	\$87,389
Comanche	3rd	14,206	0 20241%	0 2	0 16667%	\$0	\$4,075	\$5,433	\$8,150	\$10,866	\$13,583
Coryell	3rd	76,751	1 09358%	0 5	0 41667%	\$0	\$16,674	\$22,232	\$33,348	\$44,464	\$55,580
Falls	3rd	17,807	0 25372%	1	0 83333%	\$0	\$12,002	\$16,002	\$24,003	\$32,005	\$40,006
Fayette	3rd	24,037	0 34249%	0	0 00000%	\$0	\$3,781	\$5,042	\$7,563	\$10,083	\$12,604
Freestone	2nd	19,643	0 27988%	0 2	0 16667%	\$0	\$4,930	\$6,574	\$9,860	\$13,147	\$16,434
Galveston	2nd	286,987	4 08911%	3 7	3 08333%	\$0	\$79,188	\$105,584	\$158,376	\$211,167	\$263,959
Gonzales	3rd	19,174	0 27320%	0 3	0 25000%	\$0	\$5,776	\$7,702	\$11,553	\$15,404	\$19,255
Grimes	2nd	24,884	0 35456%	0 6	0 50000%	\$0	\$9,435	\$12,580	\$18,870	\$25,159	\$31,449
Guadalupe	3rd	119,084	1 69676%	1 1	0 91667%	\$0	\$28,854	\$38,472	\$57,707	\$76,943	\$96,179
Hamilton	3rd	8,523	0 12144%	0	0 00000%	\$0	\$1,341	\$1,788	\$2,682	\$3,575	\$4,469
Hardin	2nd	51,541	0 73438%	0 6	0 50000%	\$0	\$13,628	\$18,171	\$27,256	\$36,342	\$45,427
Hays	3rd	142,310	2 02769%	1 4	1 16667%	\$0	\$35,268	\$47,023	\$70,535	\$94,047	\$117,558
Hill	3rd	35,315	0 50318%	0 5	0 41667%	\$0	\$10,156	\$13,541	\$20,311	\$27,082	\$33,852
Jasper	2nd	35,414	0 50459%	1 6	1 33333%	\$0	\$20,292	\$27,056	\$40,583	\$54,111	\$67,639
Jefferson	2nd	245,904	3 50374%	2 6	2 16667%	\$0	\$62,604	\$83,473	\$125,209	\$166,945	\$208,682
Lampasas	3rd	21,062	0 30010%	0 5	0 41667%	\$0	\$7,914	\$10,551	\$15,827	\$21,103	\$26,378
Lavaca	3rd	19,504	0 27790%	0 6	0 50000%	\$0	\$8,588	\$11,451	\$17,177	\$22,903	\$28,628

Lee	15,657	2nd	17,391	0 24779%	0 3	0 25000%	\$0	\$5,496	\$7,328	\$10,992	\$14,656	\$18,320
Leon	15,335	2nd	16,033	0 22844%	0 3	0 25000%	\$0	\$5,282	\$7,043	\$10,565	\$14,086	\$17,608
Liberty	70,154	2nd	77,451	1 10355%	2 1	1 75000%	\$0	\$31,505	\$42,006	\$63,010	\$84,013	\$105,016
Limestone	22,051	2nd	22,097	0 31485%	0 3	0 25000%	\$0	\$6,236	\$8,315	\$12,472	\$16,630	\$20,787
Llano	17,044	3rd	19,220	0 27385%	0	0 00000%	\$0	\$3,024	\$4,031	\$6,047	\$8,063	\$10,078
Madison	12,940	2nd	13,840	0 19720%	1 3	1 08333%	\$0	\$6,808	\$9,078	\$13,617	\$22,894	\$47,126
Matagorda	37,957	2nd	36,862	0 52523%	0 7	0 58333%	\$0	\$12,239	\$16,319	\$24,478	\$32,638	\$40,797
McLennan	213,517	3rd	226,456	3 22664%	2 9	2 41667%	\$0	\$62,305	\$83,074	\$124,610	\$166,147	\$207,684
Milam	24,238	3rd	25,468	0 36288%	0 2	0 16667%	\$0	\$5,846	\$7,795	\$11,693	\$15,591	\$19,488
Navarro	45,124	3rd	49,207	0 70112%	0 9	0 75000%	\$0	\$16,021	\$21,362	\$32,042	\$42,723	\$53,404
Newton	15,072	2nd	14,146	0 20156%	0 4	0 33333%	\$0	\$5,905	\$7,874	\$11,811	\$15,748	\$19,685
Orange	84,966	2nd	84,286	1 20094%	0 7	0 58333%	\$0	\$19,699	\$26,266	\$39,399	\$52,532	\$65,665
Polk	41,133	2nd	46,263	0 65917%	1 9	1 58333%	\$0	\$24,759	\$33,011	\$49,517	\$66,023	\$82,528
Robertson	16,000	2nd	15,992	0 22786%	0 7	0 58333%	\$0	\$8,956	\$11,941	\$17,912	\$23,883	\$29,853
Sabine	10,469	2nd	10,377	0 14786%	0 8	0 66667%	\$0	\$8,993	\$11,990	\$17,986	\$23,981	\$29,976
San August	8,946	2nd	9,155	0 13044%	0	0 00000%	\$0	\$1,440	\$1,920	\$2,880	\$3,840	\$4,801
San Jacinto	22,246	2nd	25,953	0 36979%	1 3	1 08333%	\$0	\$16,043	\$21,391	\$32,087	\$42,782	\$53,478
San Saba	6,186	3rd	6,062	0 08637%	0 3	0 25000%	\$0	\$3,714	\$4,952	\$7,428	\$9,903	\$12,379
Trinity	13,779	2nd	14,340	0 20432%	0	0 00000%	\$0	\$2,256	\$3,008	\$4,512	\$6,016	\$7,519
Tyler	20,871	2nd	21,168	0 30161%	0 4	0 33333%	\$0	\$7,010	\$9,347	\$14,020	\$18,694	\$23,367
Walker	61,758	2nd	64,239	0 91530%	0 3	0 25000%	\$0	\$12,866	\$17,154	\$25,731	\$34,308	\$42,885
Waller	32,663	2nd	38,898	0 55424%	0 8	0 66667%	\$0	\$13,479	\$17,973	\$26,959	\$35,945	\$44,931
Washington	30,373	2nd	32,767	0 46688%	0 2	0 16667%	\$0	\$6,995	\$9,326	\$13,989	\$18,652	\$23,316
Wharton	41,188	2nd	42,262	0 60217%	1.7	1 41667%	\$0	\$22,289	\$29,719	\$44,578	\$59,437	\$74,297