

THE STATE OF TEXAS
COUNTY OF POTTER

§
§
§

THE STATE OF TEXAS
COUNTY OF MOORE

INTERLOCAL AGREEMENT
PANHANDLE AREA PUBLIC DEFENDER'S OFFICE

I. Parties

1. THIS INTERLOCAL AGREEMENT is made by and between **POTTER COUNTY, TEXAS (POTTER)**, a political subdivision of the State of Texas, acting through this County Judge pursuant to authority granted by POTTER COUNTY Commissioners Court on the 14th day of August, 2023: and

MOORE COUNTY, TEXAS (MOORE), a political subdivision of the State of Texas, acting through the County Judge pursuant to authority granted by MOORE COUNTY.

Collectively, POTTER and MOORE may be referred to individually as a party, or collectively as Parties. This Agreement is made pursuant to 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. In addition, each party may designate a different address by giving the others at least ten (10) days prior written notice of such change of address.

COUNTY OF POTTER
Honorable Nancy Tanner
500 S Fillmore, Ste. 103
Amarillo, TX 79101

COUNTY OF MOORE
Honorable Rowdy Rhoades
715 S Dumas Ave., Room 202
Dumas, TX 79029

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 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. POTTER COUNTY shall operate the Panhandle Area Public Defender's Office (hereafter PAPDO) on behalf of all participating Counties. The PAPDO is funded by a Texas Indigent Defense Commission grant and funds contributed by each participating county. MOORE COUNTY shall participate in the PAPDO. The PAPDO will provide court-appointed counsel to indigent clients in the Moore County Court-at-Law accused of misdemeanors punishable by confinement, or juvenile offenses, appeals, and some (not more than 25 annually) felony cases which may require appointment of counsel due to conflict of interest with existing counsel, and who are

determined indigent and cannot afford to hire their own attorney.

2. Moore County Court-at-Law shall participate in the program, and the 69th District Court will only participate only by limited appointments by the District Judge where conflicts may exist with existing counsel on limited felony cases. The program allows the Moore County Court-at-Law to appoint the PAPDO for all cases in which appointment of counsel is appropriate, and the 69th District Court to appoint in certain limited cases where a conflict exists with existing counsel in felony cases. The program covers indigent offenders, only. Some appointments may occur outside of this contract due to the conflicts in representation (i.e. multiple defendants in a case, caseload limitations, etc.), which are not included in this contract. Absent such situation, the parties agree that all eligible appointments shall be directed to the PAPDO.

3. MOORE COUNTY hereto agrees to commit existing funds budgeted for indigent defense to pay its designated share of the Public Defender office to POTTER COUNTY, which is the administrative grant county operating the program on behalf of all participating counties. During the period of October 1, 2023 through September 30, 2024, the designated share of the program cost for MOORE COUNTY per annum is \$144,017.93. MOORE COUNTY agrees to pay 1/12 of the annual amount (\$12,001.50) to POTTER COUNTY on or before October 5, 2023, and by the 5th of each month thereafter, but may pay the entire annual cost in a lump sum. If this Interlocal Agreement is extended after September 30, 2024 the designated share of the program cost for MOORE COUNTY would be \$359,413.54 per annum beginning

October 1, 2024. If the Interlocal Agreement is extended, MOORE COUNTY would be responsible to pay 1/12 of the annual amount (\$29,951.13) to POTTER COUNTY on or before the 5th of each month beginning October 5, 2024. MOORE COUNTY specifically reserves the right to terminate this Interlocal Agreement at the end of the initial term, which ends September 30, 2024.

4. This Interlocal Agreement takes effect October 1, 2023 and runs until September 30, 2024. On a year to year basis a continuing Interlocal Agreement will be signed based on any updated fiscal information by both parties. If either party chooses to not renew the subsequent year's interlocal agreement for continued participation in the PAPDO, the party choosing to terminate participation shall give notice to the other party no less than sixty (60) days before the expiration of the currently signed Interlocal Agreement.

5. MOORE COUNTY agrees to appoint an individual who is not a County Court, County Court-at-Law or District Judge, or a Court-Appointed Attorney as a representative to serve on the oversight board responsible for monitoring the caseload and activities of the PAPDO.

6. 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.

7. 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.

8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in POTTER COUNTY, Texas. Any dispute or litigation concerning this Agreement shall be governed by the law of the State of Texas.

9. The provisions and conditions of this Agreement are solely for the benefit of POTTER and MOORE COUNTIES and are not intended to create any rights, contractual or otherwise, to any other person or entity. ARMSTRONG COUNTY, CARSON COUNTY, DEAF SMITH COUNTY, DONLEY COUNTY, and OLDHAM COUNTY are also eligible to participate in the PAPDO through Interlocal Agreements with POTTER COUNTY. Other counties may be included in this participation in subsequent years.

10. 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, or 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, or 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 (Force Majeure), the party so obligated or permitted shall be excused from doing or performing the same during such period of Force Majeure, 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 of Force Majeure.


11. In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

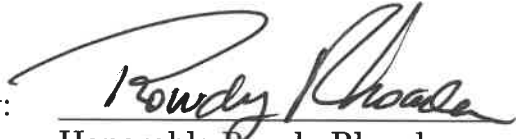
12. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void 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 party's commissioner's court.

SIGNED AND EXECUTED this 25 day of September, 2023.

**COUNTY OF POTTER
STATE OF TEXAS**

**COUNTY OF MOORE
STATE OF TEXAS**

By: 
Honorable Nancy Tanner
POTTER County Judge

By: 
Honorable Rowdy Rhoades
MOORE County Judge