The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Dickens County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by October 14, 2014. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

<table>
<thead>
<tr>
<th>Direct Costs:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Personnel (Total Number of FTEs: _)</td>
<td></td>
</tr>
<tr>
<td>2) Fringe Benefits</td>
<td></td>
</tr>
<tr>
<td>3) Travel and Training</td>
<td></td>
</tr>
<tr>
<td>4) Equipment</td>
<td></td>
</tr>
<tr>
<td>5) Supplies</td>
<td></td>
</tr>
<tr>
<td>6) Contract Services</td>
<td>$233,141</td>
</tr>
<tr>
<td>7) Indirect Costs</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Proposed Costs</strong></td>
<td><strong>$233,141</strong></td>
</tr>
<tr>
<td>Less Cash from Other Sources- County Match and Contract Carryover</td>
<td><strong>$33,141</strong></td>
</tr>
<tr>
<td><strong>Total Amount Funded by Commission</strong></td>
<td><strong>$200,000</strong></td>
</tr>
</tbody>
</table>

**Standard Grant Conditions:**

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued on January 14, 2014, including the rules and documents adopted by reference in the Commission’s Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the “Required Conditions and Report” contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award and submit it to the Commission by December 31, 2014.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

**Signature of Authorized Official**

[Signature]

**Name & Title (must print or type)**

[Name and Title]

**Date**

[Date]
Method of Calculation

The budget in the original Statement of Grant Award (FY11) was developed under the assumptions that the grant be based on a twelve month period. The intention was to follow a sustainable declining schedule of 100% in the first two years; then, 80% in the next two years; then, 60% in the following two years; then, 40% the next two years; and, finally, 20% in the last two years of Commission support. This year the grant will change to allow the original contract between Dickens and Texas Tech to convert to a simple Intergovernmental Agreement. The grant will provide a base funding source with counties providing funds for the balance of funds needed to operate the public defender. The carry-over reserve accumulated as appropriated funds under the original contract may be used to operate the program if the county appointment rates are not sufficient to generate the balance of funds required under this award. The Commission will examine progress on each subsequent year whether to continue funding and the amounts to provide.

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program (Note: If the County contracts the public defender office to a non-profit corporation or governmental entity, then the corporation or governmental entity will ensure the following are performed):

— The County will continue to operate a Public Defender’s Office as defined in Article 26.044 of the Texas Code of Criminal Procedure as amended by the 82nd Legislature and as proposed in FY2011 Statement of Grant Award and Application and modified by the County and Texas Tech University.

— By action of the Commission on August 20, 2012 the County will receive four advance quarterly payments during the fiscal year to operate this program.

— TIDC shall make quarterly payments to the Dickens County according to the following payment schedule: $50,000 on or about October 1, 2014, $50,000 on or about January 2, 2015, $50,000 on or about April 1, 2015 and $50,000 on or about July 1. The last quarterly payment may be modified if Texas Tech has collected more than $33,141. County shall immediately make payments to Texas Tech University upon receipt of each quarterly payment.

— The County must maintain a Public Defender Oversight Board in accordance with Texas Code of Criminal Procedure Article 26.045 to supervise the operation of this program. The County will submit a written policy on how the members are selected and which details the duties and procedures of the board.

— The County or its designee must maintain a written policy that includes caseload standards for each attorney and for the general operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration (such as National Advisory Commission on Criminal Justice Standards and Goals). The written policy for caseload standards should be provided to the Commission staff along with the first quarterly progress report. The caseload standard policy should require the Chief Public Defender to review actual caseloads at least quarterly. The Chief Public Defender may approve higher or lower caseloads than the adopted standard based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology to augment services, or other factors that affect the delivery of services. The Chief Public Defender must notify the program’s Oversight Board in writing if an exception to the caseload standards is authorized.

— The County or its designee must provide to the Commission staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted.

— The program’s Oversight Board is responsible for recommending to commissioners court the selection or approval of the Chief Public Defender or non-profit entity. The Chief Public Defender will be responsible for the implementation of this program and will hire staff sufficient to meet the operation of the department. Staffing with attorneys and support personnel will be incremental, beginning with the selection of a Chief Public Defender. In addition to responsibility for the setup of the program in the first year, the Chief Public Defender is expected to maintain at least a 50 percent caseload. Two additional attorneys, an investigator, and one support staff will be hired at the commencement of the program, and the opening for a fourth attorney position and the second support staff may be posted once the public defender office’s caseload reaches 80 percent of capacity for three consecutive months.
— The County will not record videoconferencing communications between court officials/court staff and defendants during ministerial proceedings unless conducted as part of the Texas Code of Criminal Procedure Article 15.17 hearings.

— This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Commission grants administrator will construct an on-line progress report that best reflects the actual work performed in this program and is consistent with the FY2012 application listed below as edited and agreed to. The County will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

— The survey of local stakeholders required in the Evaluation section should be conducted during the 2nd and 4th years of operation of the program. The County must summarize the results received back from the participants of the survey and discuss any improvements made to the program. The analysis of the survey results in the 4th year must compare the findings between the two survey events. The County must provide the Commission with a draft of any survey instrument for feedback before it is distributed and provide to the Commission a copy of the analyses of responses (not the unanalyzed survey responses).

— A draft of the Public Defender Office Case Representation Policies and Procedures Manual must be provided to the Commission along with the 2nd quarterly progress report. Grantees should consider professional standards of representation such as the Texas State Bar Performance Guidelines for Non-Capital Criminal Defense Representation when developing the manual. A final version of the Policies and Procedures Manual shall be completed and delivered to the Commission along with the Final Progress Report for FY2015.

— The County must provide a plan of data collection by the first progress report that includes a list of data elements that capture the work performed under this program or impact on the county’s compliance with the Fair Defense Act. This County must submit data collection agreements from county offices or departments to provide this data to the program director on a regular basis to measure the impact of this program.

— The Public Defender’s Office will record attorney and support staff work time in a manner that allows for accurate completion of the Public Defender Addendum to the Indigent Defense Expenditure Report. Records must contain sufficient detail to appropriate time and salary across categories of offenses (capital, non-capital felony, misdemeanor, juvenile, felony appeals, misdemeanor appeals, and juvenile appeals).

— The budget narrative contained in the original FY2011 discretionary grant application is considered a template for actual cost if operated by the County. In case of the selection of a non-profit corporation to operate the program, the actual budget for the Dickens County Award will be moved to the Contract Services Line Item. The County will require any proposer to itemize their budget to the county in its proposal as required in Article 26.044 PDO OR 26.047 MAC, Code of Criminal Procedure.

— Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than $10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor’s performance does not meet the operational or performance terms of the contract. In the case of contracts for public defender offices and managed assigned counsel programs, these provisions must include a review of utilization and activity, reporting of financial data to evaluate the contractor’s performance within the budget required by statute for such programs.

— Contracts with third parties for core services under this grant must be provided to the Commission and approved prior to execution.
INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between Dickens County, Texas and Texas Tech University shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the “Interlocal Cooperation Act”, TEX GOVT. CODE ANN. § 791.001, et. seq.

I. Contracting Parties:
This Agreement is made and entered into by and between Dickens County, Texas, hereinafter referred to as “RECEIVING AGENCY” whose principal place of business is located at PO Box 179, Dickens, Texas, 79229, and Texas Tech University, whose principal place of business is located at Box 41035, 349 Administration Building, Lubbock, TX 79409-1035 with reference to the following facts:

II. Scope of Work:
The PERFORMING AGENCY has previously established the Caprock Regional Public Defender’s Officer (CRPDO) pursuant to funding from RECEIVING AGENCY and the Texas Indigent Defense Commission (TIDC), and in accordance with the Texas Code of Criminal Procedure Article 26.044. The PERFORMING PARTY shall complete all Work as specified or indicated in the “Scope of Work” appended hereto (Attachment I).

III. Consideration/Price:

a. The RECEIVING AGENCY shall provide the PERFORMING AGENCY grant funds received from the Texas Indigent Defense Commission (TIDC) awarded to RECEIVING AGENCY of a not to exceed maximum amount of two-hundred thousand dollars ($200,000). The PERFORMING AGENCY shall successfully complete the services in accordance with contract requirements within the ceiling price and budget as specified in the “Scope of Work, Attachment I”.

b. TIDC shall make quarterly payments to the RECEIVING AGENCY according to the following payment schedule: $50,000 on or about October 1, 2014, $50,000 on or about January 2, 2015, $50,000 on or about April 1, 2015 and $50,000 on or about July 1, 2015. RECEIVING AGENCY shall immediately make payments to PERFORMING AGENCY upon receipt of each quarterly payment.

IV. Term of Contract:
This service shall be for a period of October 1, 2014 through September 30, 2015. Contract may be extended, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes.

V. Other Administrative Terms:

a. This contract is subject to cancellation, without penalty, either whole or in part, if funds are not appropriated by the Texas Legislature.

b. Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

c. The PERFORMING AGENCY hereby assigns to RECEIVING AGENCY, any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A., Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Business and Commercial Code, Section 15.01, et. seq. (1967).

d. The dispute resolution process provided for in Chapter 2260 of Texas Government Code shall be used by the RECEIVING AGENCY and the PERFORMING AGENCY to resolve all disputes arising under this contract.

e. PERFORMING AGENCY shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When required, PERFORMING AGENCY shall furnish RECEIVING AGENCY with satisfactory proof of its compliance. The PERFORMING AGENCY shall be responsible for damage to RECEIVING AGENCY’s equipment, and/or
the workplace and its contents, by its, or its contractors’ work, negligence in work, personnel, and equipment. The PERFORMING AGENCY shall be responsible and liable for the safety, injury, and health of its employees and contractors while they are performing work for RECEIVING AGENCY under this Contract. The PERFORMING AGENCY shall provide all labor and equipment necessary to furnish the goods or perform the service. PERFORMING AGENCY’s liability under this section shall be limited to that authorized by the laws and Constitution of the State of Texas.

f. The PERFORMING AGENCY shall not assign or subcontract the whole or any part of the contract without RECEIVING AGENCY’s prior written consent. The PERFORMING AGENCY may assign its right to receive payment to such third parties as the contractor may desire without the prior written consent of the RECEIVING AGENCY, provided that PERFORMING AGENCY gives written notice (including evidence of such assignment) to the RECEIVING AGENCY thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

g. To the extent allowed by the laws and Constitution of the State of Texas, the PERFORMING AGENCY shall defend, indemnify, and hold harmless the RECEIVING AGENCY, its officers, and employees and contractors from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of PERFORMING AGENCY or any agent, employee, subcontractor, or supplier of PERFORMING AGENCY in the execution or performance of this contract.

h. Texas Tech University warrants and represents it has adequate workers' compensation insurance (pursuant to Tex. Labor Code Ann. Section 406, et seq. (Vernors 2006 & Supp. 2012). The University is unable under Texas law to obtain employer’s liability, comprehensive general or public liability, and comprehensive automobile insurance. The Texas Tort Claims Act governs remedies against the State for legal proceeding in these areas.

i. If the PERFORMING AGENCY defaults on the contract, RECEIVING AGENCY reserves the right to cancel the contract without notice and re-award the contract to the next best responsive and responsible respondent. The defaulting PERFORMING AGENCY will not be considered in the re-award and may not be considered in future awards for the same type of work, unless the specification or scope of work is significantly changed. The period of suspension will be determined by the RECEIVING AGENCY based on the seriousness of the default.

j. PERFORMING AGENCY understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, agency name or any successor agency, to conduct an audit or investigation in connection with those funds. PERFORMING AGENCY further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. PERFORMING AGENCY shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING AGENCY and the requirement to cooperate is included in any subcontract it awards.

k. RECEIVING AGENCY may grant relief from performance of the contract if the PERFORMING AGENCY is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the PERFORMING AGENCY. The burden of proof for the need of such relief shall rest upon the PERFORMING AGENCY. To obtain release based on force majeure, the PERFORMING AGENCY shall file a written request with RECEIVING AGENCY.

l. PERFORMING AGENCY will not disclose any information to which it is privy under this Contract without the prior consent of the RECEIVING AGENCY. PERFORMING AGENCY will, to the extent allowed by the laws and Constitution of the State of Texas, indemnify and hold harmless the RECEIVING AGENCY, its officers and employees for any claims or damages that arise from the disclosure by PERFORMING AGENCY or its contractors of information held by the State of Texas.

m. Both parties reserve the right to terminate the contract for convenience, in whole or in part, by providing advanced written notice (delivered by certified mail, return receipt requested) of intent to terminate. If either
party seeks to terminate, notice must be given by April 15th of the year following execution of this agreement. Unless allowed to withdraw by the court appointing, CRPDO shall complete all legal services on all existing cases assigned.

THIS AGREEMENT constitutes the entire Agreement by and between the parties for purposes of accomplishing the results and objectives herein contained and any alteration hereof; or addition, or deletion shall be by addendum hereto in writing and executed by both parties. Furthermore, the undersigned contracting parties do hereby certify that, (1) the services specified are necessary and essential for activities that are properly within the statutory functions and programs of the affected entities, (2) the proposed arrangements serve the interest of efficient and economical administration of State and County Government, and (3) the services, supplies of materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Texas Code of Criminal Procedure Art. 26.044.

PERFORMING AGENCY further certifies that it has the authority to perform the services contracted for by authority granted in Title 3 Chapter 109.52 of the Texas Education Code.

RECEIVING AGENCY

__________________________
__________________________

By: _________________________
Title: _______________________
Date: ________________________

PERFORMING AGENCY

Texas Tech University

__________________________

By: _________________________
Kathleen Harris, Ed.D.
Title: Sr. Assoc. V.P. for Research

Date: ________________________

Approved By: ____________________
SCOPE OF WORK

Organization
1. This ICC complies with the requirements of the Texas Code of Criminal Procedure Art. 26.044 wherein Texas Tech University has agreed to provide representation for the counties currently serviced by the CRPDO. These counties are Armstrong, Briscoe, Swisher, Floyd, Motley, Dickens, King, Kent and Stonewall.
2. The Performing agency will provide the Receiving agency a written plan as required in Texas Code of Criminal Procedure 26.044 (b-1 and c-1) on or before November 1 of every odd numbered year during the term of this agreement.
3. Counties which have been serviced by CRPDO but have withdrawn from the program do not qualify for the benefits of the new program as a Charter County. They do qualify to use CRPDO’s services as a Supplemental County.
4. TIDC agrees to provide indigent defense grant funds in this rural and historically underserved area of $200,000 to Dickens County to be used to pay for services provided by CRPDO.
5. Charter Counties will pay $100 per case for all misdemeanor, juvenile and misdemeanor appeal cases up to the Public Defender’s caseload limits.
6. Charter Counties will pay $300 per felony or felony appeal case appointed to CRPDO up to the Public Defender’s caseload limits.
7. Charter Counties will be responsible for the transcript fees or statement of facts in all cases.
8. When a Charter County appoints CRPDO to a misdemeanor case, the service for the fee charged will include pretrial resolution, trial and an appeal to the Court of Appeals of that jurisdiction should that be necessary.
9. Expert witness and investigator cost are not covered in this agreement and will be requested only as allowed in each jurisdiction’s local indigent defense plans.
10. Motions to Revoke Probation and Motions to Proceed with Adjudication of Guilt will be separate cases requiring a new appointment and additional fee. The fee structure will remain the same.
11. Post Adjudication Habeas writs and proceedings are not included in the services rendered by CRPDO.
12. Cases appointed to CRPDO prior to October 1, 2014, shall be considered paid pursuant to Exhibit 1.

Case Load
1. Charter Counties will have first priority for appointments should it appear CRPDO is approaching its caseload limits.
2. The caseload is set as a weighted combination of the following: felonies per attorney per year: not more than 150; misdemeanors (excluding traffic) per attorney per year: not more than 400; juvenile court cases per attorney per year: not more than 200; and appeals per attorney per year: not more than 25. The term case means a single charge or set of charges concerning a defendant (or other client) in one court in one proceeding. An appeal or other action for post-judgment review is a separate case. It is anticipated that these guidelines do not accurately reflect the capabilities of this office and its unique situation.
3. Once the caseload guidelines limits have been met, the Chief Public Defender will notify Dickens County and TIDC that the guideline limits have been met and the Chief Public Defender’s analysis of how many more cases, if any, can be accepted by the office taking into consideration the Texas Disciplinary Rules of Professional Conduct.
4. At no time shall the office accept more cases than it can adequately service as required by the Texas Disciplinary Rules of Professional Conduct.

Supplemental Counties
1. Supplemental Counties are counties which are not a Charter County but will use the CRPDO’s services as caseloads permit.
2. Should a county wish to become a Supplemental County and use the Services of CRPDO as stated, they will be required to modify their formal and informal rules and forms that describe the procedures for appointment of counsel required under Texas Government Code Sec. 79.036 (Referred to as Local Indigent Defense Plan) to reflect how CRPDO’s services will be used in that county.
3. Supplemental Counties will be charged $150 per misdemeanor or juvenile case appointed to CRPDO. The services for the fee charged will include pretrial resolution, trial and an appeal to the Court of Appeals of that jurisdiction for that case.
4. Supplemental Counties will be charged $300 per felony case appointed to CRPDO. The services for the fee charged will include pretrial resolution, trial and an appeal to the Court of Appeals of that jurisdiction for that case.
5. Supplemental Counties will be charged according to the fee schedule posted in their local indigent defense plan for felony or misdemeanor appeals when the case was not represented by CRPDO at the trial level.
6. Expert witness and investigator cost are not covered in this agreement and will be requested only as allowed in each jurisdictions' local indigent defense plans.
7. Supplemental Counties will be responsible for the transcript fees or statement of facts in all cases.
8. Motions to Revoke Probation and Motions to Proceed with Adjudication of Guilt will be separate cases requiring a new appointment and additional fee. The fee structure will remain the same as Supplemental County rates for misdemeanor cases or felony cases.
9. Post Adjudication Habeas writs and proceedings are not included in the services rendered by CRPDO.

Fiscal
1. Texas Tech will operate the program for an agreed upon budget of $241,245 (two-hundred, forty-one thousand, two-hundred and forty-five dollars).

<table>
<thead>
<tr>
<th>Services of Employees (including fringe benefits and travel)</th>
<th>$228,960</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services of Materials</td>
<td>$0</td>
</tr>
<tr>
<td>Services of Equipment (rented and/or leased)</td>
<td>$0</td>
</tr>
<tr>
<td>Services of Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>Other Costs</td>
<td>$12,285</td>
</tr>
<tr>
<td>Purchases of Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$0</td>
</tr>
<tr>
<td>Facilities and Administration Costs</td>
<td>$0</td>
</tr>
<tr>
<td>Total Project Costs</td>
<td>$241,245</td>
</tr>
</tbody>
</table>

2. Revenue collected from the charter and supplemental counties paid to Texas Tech will be applied to the $41,245 difference between the revenue and the budget.
3. Any revenue collected above the $41,245 will be used to reduce the grant payments provided by the Texas Indigent Defense Commission in the current fiscal year.
4. If sufficient revenue is not collected from the charter and supplemental counties, Texas Tech is authorized to use funds previously retained as carry-over under the original contract with Dickens County.
5. Charter and Supplemental Counties will be responsible for payment of fees upon completion of services rendered.

Contacts
Dickens County
Judge Lesa Arnold
Dickens County Judge
PO Box 179
Dickens, TX 79229

Texas Tech University
For Technical Issues
Donnie Yandell, Chief Public Defender
Caprock Regional Public Defender's Office (CRPDO)
Texas Tech University School of Law
1802 Hartford Avenue
Lubbock, Texas 79409
Donnie.yandell@ttu.edu

For contractual issues:
Amy Cook, Associate Managing Director
Office of Research Services, Texas Tech University
Box 41035
Lubbock, Texas 79409-1035
Amy.cook@ttu.edu
## Timeline for Reporting and Fund Distribution
Reports will be submitted on-line over the Internet.

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Type Report Due</th>
<th>Date Report Due</th>
<th>Fund Distribution Date</th>
</tr>
</thead>
</table>