

**An Interlocal Agreement
Between Armstrong County, Texas
And
Potter County, Texas
For Support of the Public Defense Program**

This Interlocal Agreement (“Agreement”) is made between Potter County, Texas (“Potter County”) and Armstrong County, Texas (“Armstrong County”), collectively, “the Parties” or “the Counties,” pursuant to the authority granted under chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act. The purpose of this agreement is to detail the shared support between the Counties of the Public Defense Program, or Public Defender/Managed Assigned Counsel, for the provision of defense counsel to indigent criminal defendants in Potter County and Armstrong County.

1. The parties to this Agreement are political subdivisions of the State of Texas. This Agreement has been approved by the Commissioners Courts of the parties, and the signatory below has been duly authorized to execute this agreement on behalf of each respective entity.
2. The respective Commissioners Courts find the following: the subject of this Agreement is necessary for the benefit of the public; and each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement. Moreover, the Parties agree that any division or allocation of a cost will fairly compensate the performing party for the services performed under this Agreement. However, it is further agreed that both parties will realize substantial valuable benefit from the arrangements made under this Agreement, thus it is fair and equitable for each to bear its own incidental expenses and to not charge the other party for any cost, except as may be stated in Exhibit A.
3. Both the party performing a service and the party paying for the performance of any function or service, if any, shall respectively render performance and make payments from current revenues legally available to the party.
4. **Potter’s Obligation.** Potter County agrees that the Potter & Armstrong County Public Defender’s Office/Managed Assigned Counsel will continue to provide defense counsel in accordance with the policies and practices adopted by the public defense program, including the Oversight Board and directors of those offices.
5. **Armstrong’s Obligation.** Armstrong County agrees to annually remit funds in accordance with Exhibit A, as amended from time to time by the agreement of the Parties, for the provision of defense counsel for criminal defendants charged within its jurisdictional bounds.
6. The provisions of Exhibit A are incorporated herein by this reference as though stated here verbatim. The governing body of each Party hereby authorizes its County Judge to mutually agree—without further approval by either governing body—to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such

adjustments do not require or constitute a change in any fees, costs, or create a material change in the performance required by either party.

7. The purpose of this agreement is only to set forth the rights and duties of the Parties regarding the governmental functions or services described. The agreement does not create any right, benefit, or cause of action for any third party. By executing this agreement, neither party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party arising out of or related to the acts or omissions of its employees or agents and not those of any other party. By entering this agreement neither party intends to engage in any joint venture with any other party as recognized under Texas law.
8. Each party agrees that if legal action is brought under this agreement, the exclusive venue shall lie in the county in which the defendant party is located and, if located in more than one county, the county in which the principal offices of the defendant party are located.
9. This Agreement shall become effective on the first day after it has received approval of both governing bodies. This Agreement shall remain in effect for a term of one (1) year from the effective date hereof. This Agreement shall automatically be renewed for additional one-year terms unless and until a Party cancels it by giving thirty (30) days written notice to the other Party.
10. The point of contact for each Party shall be the respective County Judge of the County.
11. In the event 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 contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5 through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.
12. This agreement contains all the commitments and agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

Armstrong County, Texas

Potter County, Texas

Adam Ensey
Armstrong County Judge

Nancy Tanner
Potter County Judge

Date

Date

**EXHIBIT A to the Interlocal Agreement
Between Armstrong County, Texas
And
Potter County, Texas
For Support of the Public Defense Program**

Parties agree as stated in this Exhibit A, an attachment to the Interlocal Agreement between Armstrong County and Potter County for the support of the Public Defense Program, in satisfaction of its obligation under Paragraph 5 Armstrong County shall remit the following amount to Potter County:

FY 22-23: \$13,000

Armstrong County, Texas

Potter County, Texas

Adam Ensey
Armstrong County Judge

Nancy Tanner
Potter County Judge

Date

Date