

THE STATE OF TEXAS
COUNTY OF POTTER

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THE STATE OF TEXAS
COUNTY OF ARMSTRONG

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 ____ day of _____, 2024: and

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

Collectively, POTTER and ARMSTRONG 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 ARMSTRONG
Honorable Adam Ensey
101 Trice Street, PO Box 189
Claude, TX 79019

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. ARMSTRONG COUNTY shall participate in the PAPDO. The PAPDO will provide court-appointed counsel to indigent clients in ARMSTRONG COUNTY accused of felonies, misdemeanors, or juvenile offenses punishable by

confinement and who are determined indigent and cannot afford to hire their own attorney.

2. The county and district courts of ARMSTRONG COUNTY shall participate in the program. The program allows the 47th District Court and the county court of each participating county to appoint the PAPDO for all cases in which appointment of counsel is appropriate. 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.), of capital cases, which are not included in this contract. Absent such situation, the parties agree that all eligible appointments shall be directed to the PAPDO.

3. ARMSTRONG COUNTY hereto agrees to expand 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 January 1, 2025, through December 31, 2025, the designated share of the program cost for ARMSTRONG COUNTY per annum is \$9,111.12. ARMSTRONG COUNTY agrees to pay 1/12 of the annual amount (\$759.26) to POTTER COUNTY on or before January 5, 2025, and by the 5th of each month thereafter, but may pay the entire annual cost in a lump sum. For each subsequent annual period beginning January 1, 2025, the designated share of the program cost for ARMSTRONG COUNTY is \$9,111.12per annum. ARMSTRONG COUNTY agrees to pay 1/12 of the annual amount (\$759.26) to POTTER COUNTY on or before the 5th of each month beginning January 5, 2025.

4. The parties to this Agreement understand and agree that the employees of the PAPDO are Potter County employees. Accordingly, in the event that the Potter County Commissioners Court in its annual budget applicable during the period of this Agreement adopts a cost of living adjustment (COLA) or raise to be received by all Potter County employees, the amount payable by Armstrong County under this agreement will increase by an amount calculated as follows: $\$8,887.30 \times$ the percentage figure of the COLA or raise adopted in the Potter County budget. Thus, for example, if the amount of a COLA in the Potter County budget is three percent, the calculation would be $\$8,887.30 \times .025185 = \223.82 , resulting in a total amount payable by Armstrong County of $\$9,111.12 (\$8,887.30 + \$223.82)$. 1/12 of the annual amount ($\$759.26$). In the interest of protecting public finances, however, any increase that equals or exceeds ten percent (10%) of the total amount payable by Armstrong County must be approved by the Armstrong County Commissioners Court.

5. This interlocal agreement takes effect January 1, 2025, and runs until December 31, 2025. 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 ninety (90) days before the expiration of the currently signed interlocal agreement.

6. ARMSTRONG COUNTY agrees to appoint an individual who is not a 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.

7. 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.

8. 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.

9. If any action, whether real or asserts, 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. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue shall be fixed in Texas. Any dispute or litigation concerning this Agreement shall be governed by the law of the State of Texas.

10. The provisions and conditions of this Agreement are solely for the benefit of POTTER and ARMSTRONG COUNTIES and are not intended to create any rights, contractual or otherwise, to any other person or entity. CARSON COUNTY, DEAF SMITH COUNTY, MOORE 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.

11. 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.

12. 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.

13. 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 _____ day of _____, 2024.

**COUNTY OF POTTER
STATE OF TEXAS**

**COUNTY OF ARMSTRONG
STATE OF TEXAS**

By: _____
Honorable Nancy Tanner
POTTER County Judge

By: _____
Honorable Adam Ensey
ARMSTRONG County Judge