



**REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES**

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

July 5, 2013

**CHIEF PUBLIC DEFENDER**  
Jack Stoffregen

**Deputy Public Defender**  
Philip Wischkaemper

**Office Administrator**  
Elaine Nauert

**Assistant Public Defender**  
William P.H. Boyles  
Mary Elizabeth Conn  
Melissa Franklin  
Anna Maria Jimenez  
Edward Ray Keith, Jr.  
Keri Mallon  
Anthony C. Odiorne  
Maxwell C. Peck III  
Dennis R. Reeves  
Matthew Seymour  
Thomas J. "Jay" Wooten  
John E. Wright

**Senior Investigator**  
Albert Miraval

**Investigator**  
Isabel De La Rosa  
Kirk D. Noaker, Sr.  
Rudy O'Brien  
Juan Raul "JR" Soto  
Rodnic Ward

**Senior Mitigator**  
Robert Cowie

**Mitigator**  
Stephanie Bell  
Robin Buggs  
Robert Graves  
Roland Hernandez  
Ricardo Jimenez  
Kama Lawrence  
Jordan Parnell  
Joanna Petrov  
Seth Starkey  
Joseph Ward  
Nicole Williams

**Legal Assistant**  
Berenice De Leon  
Sherri Griffith  
Crystal Morales  
Leticia Noel  
Lindsey Wilson

Honorable Michael D. Brown  
Tom Green County Judge  
122 West Harris  
San Angelo TX 76903

Re: 2013 Interlocal Agreement

Dear Judge Brown:

Our office is in the final process of obtaining contributions and signed Interlocal Agreements for the fiscal year ending 2013.

At this time, we do not show that we have received a signed Interlocal Agreement or payment for your county. It would be greatly appreciated if would sign the Interlocal Agreement and return to our office at the above-address as soon as possible. Your auditor can remit the amount of \$68,014 to our office as well.

Should you have any questions or need more information regarding this, please do not hesitate to contact our office.

Sincerley,

Jack Stoffregen

## 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 **TOM GREEN 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 annual contributions by Participants in the 7<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Regions 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.

Participant recognizes that counties from the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> Administrative Judicial Regions are also participating in the program, with their participatory costs based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC") and cost-sharing commensurate with their region's applicable inclusion in the program.

Interlocal Agreement shall become effective October 1, 2012 and continue in force until September 30, 2013 (fiscal year 2013) provided said agreement is executed on or before December 1, 2012.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the participating Administrative Judicial Regions 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 applicable 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 participating 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 initial 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 TIDC 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  
P O Box 2097  
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Michael D. Brown  
County Judge  
Tom Green County  
122 West Harris  
San Angelo, Texas 76903

- 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 16 day of July, 2013.

COUNTY OF LUBBOCK

COUNTY OF TOM GREEN

\_\_\_\_\_  
Honorable Thomas V. Head  
County Judge

Michael D. Brown  
Honorable Michael D. Brown  
County Judge

ATTEST:



Elizabeth McGill

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Honorable Kelly Pinion  
Lubbock County Clerk

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Honorable  
Tom Green County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

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Jack Stoffregen  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

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REVIEWED FOR FORM:

REVIEWED FOR FORM:

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

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	Region	2008 Pop Est	% Total Pop	Yearly Avg Cases	% Total Cases	FY 2013
Andrews	7	13,004	0.82320%	1.4	6.009%	33484
Armstrong	9	2,148	0.13598%	0	0.000%	1000
Bailey	9	6,594	0.41742%	0.6	2.575%	8437
Baylor	9	4,093	0.25910%	0	0.000%	1270
Borden	7	729	0.04615%	0	0.000%	1000
Briscoe	9	1,790	0.11331%	0	0.000%	1000
Brown	7	37,674	2.38490%	1.3	5.579%	39025
Carson	9	6,516	0.41249%	0.3	1.288%	2021
Castro	9	8,285	0.52447%	0	0.000%	2570
Childress	9	7,688	0.48668%	0	0.000%	2385
Cochran	9	3,730	0.23612%	0	0.000%	1157
Coke	7	3,864	0.24461%	0	0.000%	1199
Coleman	7	9,235	0.58461%	0.3	1.288%	9174
Collingsworth	9	3,206	0.20295%	0	0.000%	1000
Concho	7	3,966	0.25106%	0	0.000%	1230
Cottle	9	1,904	0.12053%	0	0.000%	1000
Crane	7	3,996	0.25296%	0.1	0.429%	3343
Crosby	9	7,072	0.44768%	0.1	0.429%	4297
Dallam	9	6,222	0.39387%	0	0.000%	1930
Dawson	7	14,985	0.94860%	0.4	1.717%	13060
Deaf Smith	9	18,561	1.17498%	0	0.000%	5757
Dickens	9	2,762	0.17484%	0.2	0.858%	5063
Donley	9	3,828	0.24233%	0.1	0.429%	3290
Ector	7	121,123	7.66752%	1.3	5.579%	64910
Fisher	7	4,344	0.27499%	0	0.000%	1347
Floyd	9	7,771	0.49193%	0	0.000%	2410
Foard	9	1,622	0.10268%	0	0.000%	1000
Gaines	7	14,467	0.91581%	0.4	1.717%	12900
Garza	7	4,872	0.30842%	0	0.000%	1511
Glasscock	7	1,406	0.08900%	0	0.000%	1000
Gray	9	22,744	1.43978%	0.7	3.004%	21776

Hale	9	36,602	2.31704%	0.4	1.717%	19766
Hall	9	3,782	0.23941%	0	0.000%	1173
Hansford	9	5,369	0.33988%	0	0.000%	1665
Hardeman	9	4,724	0.29905%	0	0.000%	1465
Hartley	9	5,537	0.35051%	0	0.000%	1718
Haskell	7	6,093	0.38571%	0	0.000%	1890
Hemphill	9	3,351	0.21213%	0.3	1.288%	7348
Hockley	9	22,716	1.43800%	0.1	0.429%	9149
Howard	7	33,627	2.12871%	0.5	2.146%	20946
Hutchinson	9	23,857	1.51023%	0.2	0.858%	11606
Irion	7	1,771	0.11211%	0	0.000%	1000
Jones	7	20,785	1.31577%	1	4.292%	27477
Kent	7	859	0.05438%	0	0.000%	1000
King	9	356	0.02254%	0	0.000%	1000
Knox	9	4,253	0.26923%	0	0.000%	1319
Lamb	9	14,709	0.93113%	0.1	0.429%	6666
Lipscomb	9	3,057	0.19352%	0	0.000%	1000
Loving	7	67	0.00424%	0	0.000%	1000
Lubbock	9	242,628	15.35923%	3.3	14.163%	144659
Lynn	7	6,550	0.41464%	0.2	0.858%	6238
Martin	7	4,746	0.30044%	0	0.000%	1472
McCulloch	7	8,205	0.51941%	0	0.000%	2545
Menard	7	2,360	0.14940%	0	0.000%	1000
Midland	7	116,009	7.34379%	1.5	6.438%	67530
Mills	7	5,151	0.32608%	0	0.000%	1598
Mitchell	7	9,698	0.61392%	0	0.000%	3008
Moore	9	20,121	1.27373%	0.5	2.146%	16756
Motley	9	1,426	0.09027%	0	0.000%	1000
Nolan	7	15,802	1.00032%	0.2	0.858%	9108
Ochiltree	9	9,006	0.57011%	0	0.000%	2794
Oldham	9	2,185	0.13832%	0.3	1.288%	6987
Parmer	9	10,016	0.63405%	0.1	0.429%	5210
Potter	9	113,546	7.18787%	1.2	5.150%	60457
Randall	9	104,312	6.60333%	1.9	8.155%	72313

Reeves	7	13,137	0.83162%	0	0.000%	4075
Roberts	9	887	0.05615%	0	0.000%	1000
Runnels	7	11,495	0.72767%	0	0.000%	3566
Schleicher	7	2,935	0.18580%	0	0.000%	1000
Scurry	7	16,361	1.03571%	0.2	0.858%	9281
Shackelford	7	3,302	0.20903%	0	0.000%	1024
Sherman	9	3,186	0.20169%	0	0.000%	1000
Sterling	7	1,393	0.08818%	0	0.000%	1000
Stonewall	7	1,693	0.10717%	0	0.000%	1000
Swisher	9	8,378	0.53036%	0	0.000%	2599
Taylor	7	126,555	8.01139%	1.6	6.867%	72904
Terry	9	12,761	0.80782%	0	0.000%	3958
Throckmorton	7	1,850	0.11711%	0	0.000%	1000
Tom Green	7	104,010	6.58421%	1.7	7.296%	68014
Ward	7	10,909	0.69058%	0.1	0.429%	5487
Wheeler	9	5,284	0.33450%	0.1	0.429%	3742
Wilbarger	9	14,676	0.92904%	0.2	0.858%	8758
Winkler	7	7,173	0.45408%	0	0.000%	2225
Yoakum	9	7,322	0.46351%	0	0.000%	2271