

## INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **Brown 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**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

**WHEREAS**, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in «COUNTY» County, Texas outlined herein; and

**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 RPDO 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 "RPDO"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), 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 other Administrative Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total \$4,200,000 in FY20 and \$4,200,000 in FY21. Of

November 16, 2020

(Exhibit # 9)

this total, \$4,200,000 in FY20 and \$4,200,000 in FY21 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission ("TIDC"). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2020 and 2021; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 181 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 181 participating counties (50%).

The Interlocal Agreements shall become effective January 1, 2021 and continue through September 30, 2021. Thereafter, the agreements shall renew automatically each October 1<sup>st</sup> for a successive one-year term through September 30, 2021, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in 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>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the RPDO 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 RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** The RPDO 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 RPDO. The RPDO 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 of the grant year, the RPDO will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the RPDO in meeting pre-established goals and objectives. The RPDO 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 participant 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 participation in the Program, PARTICIPANT agrees to provide the RPDO 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 RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO 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.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

**If to RPDO:**

Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases  
PO Box 2097  
Lubbock, Texas 79408  
E-Mail: [RKeith@rpdo.org](mailto:RKeith@rpdo.org)

**If to PARTICIPANT:**

Honorable Dr. Paul D. Lilly  
County Judge  
Brown County  
200 S. Broadway Street, Rm 111  
Brownwood, Texas 76801  
E-Mail: [paul.lilly@browncountytexas.org](mailto:paul.lilly@browncountytexas.org)

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the PARTICIPANT and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the PARTICIPANT, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.

- 2.03 **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.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. RPDO's employees will not be considered, for any purpose, employees of PARTICIPANT within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.
- 2.05 **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.
- 2.06 **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.
- 2.07 **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.
- 2.08 **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.
- 2.09 **Non-Appropriation.** RPDO and PARTICIPANT recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **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.
- 2.11 **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.
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County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY21 Cost per County
Andrews	14,786	0.17%	0.4	0.31%	\$8,984.00
Angelina	86,771	0.97%	1.3	0.99%	\$37,551.00
Aransas	23,158	0.26%	0.2	0.15%	\$7,646.00
Archer	9,054	0.10%	0.0	0.00%	\$1,719.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$18,255.00
Austin	28,417	0.32%	0.9	0.69%	\$19,402.00
Bailey	7,165	0.08%	0.6	0.46%	\$10,447.00
Bandera	20,485	0.23%	0.1	0.08%	\$5,605.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00
Bell	310,235	3.48%	6	4.58%	\$155,196.00
Blanco	10,497	0.12%	0.2	0.15%	\$5,058.00
Borden	641	0.01%	0	0.00%	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$8,174.00
Brewster	9,232	0.10%	0	0.00%	\$1,756.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00
Brown	38,106	0.43%	1.9	1.45%	\$36,601.00
Burleson	17,187	0.19%	0.5	0.38%	\$11,001.00
Caldwell	38,066	0.43%	0.1	0.08%	\$9,242.00
Calhoun	21,381	0.24%	0.3	0.23%	\$8,829.00
Camp	12,401	0.14%	0	0.00%	\$2,413.00
Carson	6,182	0.07%	0	0.00%	\$1,126.00
Cass	30,464	0.34%	0.5	0.38%	\$13,747.00
Castro	8,062	0.09%	0	0.00%	\$1,515.00
Chambers	35,096	0.39%	0.2	0.15%	\$10,147.00
Childress	7,041	0.08%	0	0.00%	\$1,304.00
Clay	10,752	0.12%	0.3	0.23%	\$6,630.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$3,207.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00
Comanche	13,974	0.16%	0.2	0.15%	\$5,760.00
Concho	4,087	0.05%	0	0.00%	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$21,238.00
Coryell	75,388	0.85%	0.8	0.61%	\$27,599.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,272.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,136.00
Crosby	6,059	0.07%	0.1	0.08%	\$2,620.00
Dallam	6,703	0.08%	0	0.00%	\$1,234.00
Dawson	13,833	0.16%	0	0.00%	\$2,709.00
De Witt	20,097	0.23%	0	0.00%	\$5,374.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$4,005.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$3,435.00
Donley	3,677	0.04%	0.1	0.08%	\$2,128.00

Eastland	18,583	0.21%	0.1	0.08%	\$5,211.00
Ector	137,130	1.54%	3.8	2.90%	\$85,957.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00
Falls	17,866	0.20%	0.8	0.61%	\$15,700.00
Fannin	33,915	0.38%	0.5	0.38%	\$14,461.00
Fayette	24,554	0.28%	0	0.00%	\$4,902.00
Fisher	3,974	0.04%	0	0.00%	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,181.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$11,158.00
Freestone	19,816	0.22%	0.2	0.15%	\$6,986.00
Frio	17,217	0.19%	0.4	0.31%	\$9,487.00
Gaines	17,526	0.20%	0.8	0.61%	\$15,629.00
Galveston	291,309	3.27%	3.1	2.37%	\$107,215.00
Garza	6,461	0.07%	0	0.00%	\$1,184.00
Gillespie	24,837	0.28%	0	0.00%	\$4,985.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,859.00
Gray	22,535	0.25%	0.8	0.61%	\$16,665.00
Grayson	120,877	1.36%	1.9	1.45%	\$53,724.00
Grimes	26,604	0.30%	0.2	0.15%	\$8,390.00
Hale	36,273	0.41%	0.5	0.38%	\$14,949.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,609.00
Hansford	5,613	0.06%	0.1	0.08%	\$2,528.00
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00
Hardin	54,635	0.61%	0.7	0.53%	\$21,786.00
Hartley	6,062	0.07%	0	0.00%	\$1,101.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$26,373.00
Hill	35,089	0.39%	0.5	0.38%	\$14,704.00
Hockley	22,935	0.26%	0	0.00%	\$4,592.00
Hood	51,182	0.57%	0.6	0.46%	\$19,552.00
Hopkins	35,161	0.39%	0.4	0.31%	\$13,199.00
Howard	35,012	0.39%	0	0.00%	\$7,090.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$4,351.00
Hunt	86,129	0.97%	2.8	2.14%	\$60,212.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$8,988.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,718.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00
Karnes	14,824	0.17%	0	0.00%	\$2,914.00
Kaufman	103,350	1.16%	2.1	1.60%	\$53,137.00
Kendall	33,410	0.38%	0.2	0.15%	\$9,798.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$14,672.00

Kimble	4,607	0.05%	0.2	0.15%	\$3,840.00
King	286	0.00%	0	0.00%	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$4,258.00
Lamb	13,977	0.16%	0.1	0.08%	\$5,831.00
Lee	16,612	0.19%	0.1	0.08%	\$4,803.00
Leon	16,801	0.19%	0.1	0.08%	\$4,843.00
Limestone	23,384	0.26%	0.9	0.69%	\$18,361.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,233.00
Llano	19,301	0.22%	0	0.00%	\$3,840.00
Loving	82	0.00%	0	0.00%	\$1,000.00
Lubbock	278,831	3.13%	3	2.29%	\$103,114.00
Lynn	5,915	0.07%	0	0.00%	\$1,072.00
Madison	13,664	0.15%	0.8	0.61%	\$1,561.00
Marion	10,546	0.12%	0.1	0.08%	\$1,000.00
Martin	4,799	0.05%	0	0.00%	\$14,830.00
Mason	4,012	0.05%	0	0.00%	\$3,549.00
Matagorda	36,702	0.41%	1.1	0.84%	\$1,000.00
McCulloch	8,283	0.09%	0	0.00%	\$1,000.00
McMullen	707	0.01%	0	0.00%	\$24,155.00
Medina	46,006	0.52%	0.7	0.53%	\$20,001.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$43,357.00
Milam	24,757	0.28%	0.4	0.31%	\$11,047.00
Mills	4,936	0.06%	0	0.00%	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,793.00
Montague	19,719	0.22%	0.8	0.61%	\$16,083.00
Moore	21,904	0.25%	0.3	0.23%	\$8,937.00
Morris	12,934	0.15%	0.2	0.15%	\$5,562.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00
Navarro	47,735	0.54%	0.6	0.46%	\$18,839.00
Ochiltree	10,223	0.11%	0	0.00%	\$1,962.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00
Parker	116,927	1.31%	0.6	0.46%	\$33,153.00
Parmer	10,269	0.12%	0	0.00%	\$1,972.00
Pecos	15,507	0.17%	0.5	0.38%	\$10,653.00
Polk	45,413	0.51%	1.6	1.22%	\$33,554.00
Potter	121,073	1.36%	1.6	1.22%	\$49,206.00
Presidio	7,818	0.09%	0	0.00%	\$1,465.00
Rains	10,914	0.12%	0.6	0.46%	\$11,222.00
Randall	120,725	1.36%	1.6	1.22%	\$49,134.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,052.00
Red River	12,860	0.14%	0.5	0.38%	\$10,105.00
Reeves	13,783	0.15%	0.1	0.08%	\$4,218.00
Refugio	7,383	0.08%	0	0.00%	\$1,375.00

Roberts	929	0.01%	0	0.00%	\$1,000.00
Runnels	10,501	0.12%	0	0.00%	\$2,020.00
Sabine	10,834	0.12%	0.4	0.31%	\$8,167.00
San Saba	6,131	0.07%	0.7	0.53%	\$11,753.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$6,387.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00
Sherman	3,034	0.03%	0.1	0.08%	\$1,000.00
Somervell	8,490	0.10%	0	0.00%	\$1,604.00
Starr	60,968	0.68%	1.5	1.14%	\$34,617.00
Stephens	9,630	0.11%	0	0.00%	\$1,840.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,740.00
Swisher	7,854	0.09%	0.2	0.15%	\$4,511.00
Taylor	131,506	1.48%	1.1	0.84%	\$43,766.00
Terrell	984	0.01%	0	0.00%	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,984.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00
Tom Green	110,224	1.24%	0.2	0.15%	\$25,688.00
Trinity	14,585	0.16%	0	0.00%	\$2,865.00
Tyler	21,766	0.24%	0.5	0.38%	\$11,948.00
Upton	3,355	0.04%	0.1	0.08%	\$2,061.00
Uvalde	26,405	0.30%	0.4	0.31%	\$11,388.00
Val Verde	48,879	0.55%	0.4	0.31%	\$16,037.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$21,361.00
Walker	67,861	0.76%	0.2	0.15%	\$16,925.00
Waller	43,205	0.49%	0.9	0.69%	\$22,461.00
Ward	10,658	0.12%	0.1	0.08%	\$3,572.00
Washington	33,718	0.38%	0.2	0.15%	\$9,862.00
Webb	250,304	2.81%	1.2	0.92%	\$69,861.00
Wharton	41,280	0.46%	1.6	1.22%	\$32,699.00
Wheeler	5,410	0.06%	0.1	0.08%	\$2,486.00
Wichita	131,500	1.48%	1.7	1.30%	\$51,571.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$10,245.00
Willacy	22,134	0.25%	1.6	1.22%	\$28,739.00
Wilson	42,918	0.48%	0	0.00%	\$8,726.00
Winkler	7,110	0.08%	0	0.00%	\$1,318.00
Wise	59,127	0.66%	0.5	0.38%	\$19,676.00
Yoakum	7,879	0.09%	0	0.00%	\$1,477.00
Young	18,550	0.21%	0.2	0.15%	\$6,724.00
Zapata	14,018	0.16%	0.1	0.08%	\$4,267.00
Zavala	11,677	0.13%	0	0.00%	\$2,263.00



2.12 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 in writing to RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.
- (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 RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.
- (c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 14<sup>th</sup> day of NOV., 2020

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF Brown

William R. Cox

William Cox, Chairman

Paul D. Lillie

Honorable Dr. Paul D. Lillie  
County Judge

ATTEST:

ATTEST:

Geoff Burkhart

Geoff Burkhart  
Board Secretary

Sharon Ferguson  
County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

*Ray Keith*

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Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

*Matthew Wade*

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Matthew L. Wade  
Underwood Law Firm  
General Counsel

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