

**REGIONAL PUBLIC DEFENDER OFFICE
LOCAL GOVERNMENT CORPORATION (RPDO)**

BOARD OF DIRECTORS MEETING

**November 20, 2024, 11:00 A.M.
Travis County Administration Building
700 Lavaca, 3rd Floor Conference Room, Austin, TX**

AGENDA

This Notice and Meeting Agenda are posted online at www.rpdo.org.

1. Call to Order – *Rick Wardroup*
2. Acknowledgement of a Quorum – *Elaine Nauert*
3. Citizen Comment - *Any citizen who wishes to discuss or comment on matters pertinent to the business of the RPDO may do so by completing a citizen comment form and returning it to the Board Secretary before the meeting begins. Citizen participation is limited to the subject matter of an item on the agenda. Citizens' remarks shall be limited to a period of three (3) minutes per person and are allowed to speak only once. Speakers shall not and are not permitted to make personal or impertinent remarks or use vulgar, profane, inflammatory, slanderous, or defamatory language. Any Board deliberation of, or decision about, a subject not included on the current meeting agenda shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.*

CONSENT AGENDA - *These are items of a routine nature that may be approved with one motion unless a Board Member requests that an item be removed from Consent Agenda and considered separately. A motion to approve the Consent Agenda will approve the recommended action for each item on the Consent Agenda.*

4. Review of 4th Quarter Financial Report
5. Review of FY24 Financial Report
6. Consider and approve the Minutes of the August 19, 2024 Board of Directors meeting.

REGULAR AGENDA

7. Consider and approve the budget for FY25.
8. Consider and approve the 2025 RPDO LGC Resolution for the Indigent Defense Improvement Grant Program.
9. Consider and accept the TIDC Statement of Grant Award for FY2025.
10. Consider and approve Liability Insurance policy for 2025.
11. Chief Public Defender report:

- a. Staffing – vacancies, etc.
- 12. Receive update from General Counsel
- 13. Discuss and schedule date for next board meeting.
- 14. Announcements (*no action*)
- 15. Adjournment

Posted by Elaine Nauert, System Administrator on November 15, 2024. as follows pursuant to Tex. Gov't Code § 551.053:

Posted at 1713 Main Street, Lubbock, Texas (*where the main RPDO offices are located and where the public has access during normal business hours*)

Notice of the meeting provided to the Secretary of the State pursuant to Tex. Gov't Code § 551.053

Posted by the Lubbock County Clerk on the bulletin board at the public in the Lubbock County Courthouse.

Executive Session Disclosure Statement: *The RPDO Board of Directors reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any item listed on this agenda as authorized by Chapter 551 of the Texas Government Code, including but not necessarily limited to §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), and §551.076 (Deliberations regarding Security Devices).*

2:50 PM

10/15/24

Accrual Basis

Regional Public Defender Office Local Government Corporatio

Profit & Loss

July through September 2024

	Jul - Sep 24
Ordinary Income/Expense	
Income	
Grant Revenue	1,144,227.83
Total Income	1,144,227.83
Gross Profit	1,144,227.83
Expense	
01 Personnel - Salary	1,156,632.17
02 Fringe Benefits	302,902.93
03 Travel and Training	105,064.82
05 Office Supplies	82,729.90
06 Contract Services	26,888.65
07 Professional Fees	14,160.95
Total Expense	1,688,379.42
Net Ordinary Income	-544,151.59
Other Income/Expense	
Other Income	
Interest/Rebate	-1,108.03
Total Other Income	-1,108.03
Other Expense	
09 Case Reimbursable Expenses	3,958.50
Total Other Expense	3,958.50
Net Other Income	-5,066.53
Net Income	-549,218.12

2:50 PM

10/15/24

Accrual Basis

Regional Public Defender Office Local Government Corporatio**Profit & Loss****October 2023 through September 2024**

	Oct '23 - Sep 24
Ordinary Income/Expense	
Income	
County Contributions	2,531,442.00
Grant Revenue	4,693,336.25
Total Income	<u>7,224,778.25</u>
Gross Profit	<u>7,224,778.25</u>
Expense	
01 Personnel - Salary	4,500,948.92
02 Fringe Benefits	1,338,280.28
03 Travel and Training	496,805.52
05 Office Supplies	467,870.59
06 Contract Services	98,258.04
07 Professional Fees	24,797.63
08 Insurance	11,934.01
Total Expense	<u>6,938,894.99</u>
Net Ordinary Income	<u>285,883.26</u>
Other Income/Expense	
Other Income	
Interest/Rebate	<u>-1,569.88</u>
Total Other Income	<u>-1,569.88</u>
Other Expense	
09 Case Reimbursable Expenses	<u>4,055.26</u>
Total Other Expense	<u>4,055.26</u>
Net Other Income	<u>-5,625.14</u>
Net Income	<u>280,258.12</u>

**REGIONAL PUBLIC DEFENDER OFFICE
LOCAL GOVERNMENT CORPORATION (RPDO)**

BOARD OF DIRECTORS MEETING

**August 19, 2024, 11:00 A.M.
Goodwin Conference Room, University of Texas Law School
727 East Dean Keeton Street, Austin, TX**

MINUTES

This Notice and Meeting Agenda are posted online at www.rpdo.org.

1. Call to Order – *Rick Wardroup* – **11:08 AM.**
2. Acknowledgement of a Quorum – *Elaine Nauert* **A quorum was present; other participated by Zoom**
3. Citizen Comment - **No Citizen comment**

CONSENT AGENDA -

Upon a motion by Dan Hurley and seconded by Christi Dean, the board unanimously voted to approve the consent agenda.

4. Review of 2nd Quarter Financial Report
5. Review of 3rd Quarter Financial Report
6. Consider and approve the Minutes of the January 10, 2024 Board of Directors meeting.
7. Consider and approve TCDRS program for RPDO employees for Fiscal Year 2025.
8. Consider and accept the annual Financial Report from Bolinger, Segars, Gilbert& Moss for FY23.
9. Consider/Approve/Ratify Insurance program for FY25

REGULAR AGENDA

10. Consider and approve the Director to sign a Letter of Agreement with Bolinger, Segars, Gilbert and Moss to provide audit services for the year ending September 30, 2024.

Upon a motion by Commissioner Ken Burns and seconded by Andrea Marsh, the board unanimously voted to sign a Letter of Agreement with Bolinger, Segars, Gilbert and Moss to provide audit services for the year ending September 30, 2024.

11. Review and adopt Article of Incorporation

No action taken

12. Consider and approve amendments to Policy Manual

- a. Wellness policy
- b. Leave policy

Upon a motion by Dan Hurley and seconded by Christi Dean, the board unanimously voted to approve the amendments to the Wellness policy and the leave policy in the Policy Manual.

13. Receive report from appointment committee and take necessary action.

14. Chief Public Defender report:

- a. County Participation in RPDO
 - i. Brown
 - ii. Polk; Crocket
- b. Cases
- c. Staffing – vacancies, etc.
 - i. attorney
- d. Banking

15. Receive update from General Counsel

- a. RPDO membership in purchasing cooperative
- b. Lubbock County approval of amendment to Articles of Incorporation/resolution

16. Discuss and schedule date for next board meeting.

The next board meeting is scheduled for November 20, 2024 at 11:00 a.m. in Austin.

17. Announcements (*no action*)

18. Adjournment – 12:43

Posted by Elaine Nauert, System Administrator on August 14, 2024. as follows pursuant to Tex. Gov't Code § 551.053:

Posted at 1713 Main Street, Lubbock, Texas (*where the main RPDO offices are located and where the public has access during normal business hours*)

Notice of the meeting provided to the Secretary of the State pursuant to Tex. Gov't Code § 551.053

Posted by the Lubbock County Clerk on the bulletin board at the public in the Lubbock

County Courthouse.

Executive Session Disclosure Statement: *The RPDO Board of Directors reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any item listed on this agenda as authorized by Chapter 551 of the Texas Government Code, including but not necessarily limited to §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), and §551.076 (Deliberations regarding Security Devices).*

Regional Public Defender Office Local Government Corp.
FY2025 Budget

REVENUE:

Grant Revenue (TIDC 2/3)	5,377,991.00
Inter Local Allocations	2,542,817.00
Interest	-
Draw from Reserves	<u>182,339.00</u>
	8,103,147.00

EXPENSE:

Personnel - Salary	5,437,671.00
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Fringe Benefits:

Insurance	504,280.00
Retirement	551,380.00
Taxes and Fees	<u>422,539.00</u>
	1,478,199.00

Travel and Training

Travel	425,000.00
Training	75,000.00
Intern Stipends	<u>30,000.00</u>
	530,000.00

Non-Capital Equipment	15,000.00
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Supplies

Office Supplies	38,000.00
Rent	409,395.00
Utilities	46,220.00
Dues	<u>7,000.00</u>
	500,615.00

Insurance	17,602.00
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Contract Services	99,060.00
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Professional Services	<u>25,000.00</u>
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	<u>8,103,147.00</u>
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2025 RPDO Local Government Corporation Resolution
Indigent Defense Improvement Grant Program

WHEREAS, under the provisions of the Texas Government Code § 79.037 and Title I of the Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, the Board authorizes this grant program to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, RPDO Local Government Corporation Board has agreed that in the event of loss or misuse of the funds, RPDO Local Government Corporation Board assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that Ray Keith is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Ray Keith is designated as the Program Director and contact person for this grant and the Amy Sharb is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2024.

Rick Wardroup
RPDO-LGC – Board Chair

Internet Submission Form

After submitting the Improvement grant application on-line, the following Internet submission confirmation number was received #D20253030920241008. This grant application submission was in accordance with the Commissioners Court Resolution above.

Ray Keith
Program Director



TEXAS INDIGENT DEFENSE COMMISSION

CHAIR:
Honorable Missy Medary
Corpus Christi, Presiding Judge,
5th Administrative
Judicial Region of Texas

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable Brandon Creighton
Honorable Joseph "Joe" Moody
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Jay Cohen
Honorable Missy Medary
Honorable Valerie Covey
Honorable James R. "J.R." Woolley, Jr.
Mr. James D. "Jim" Bethke

EXECUTIVE DIRECTOR:
Scott Ehlers

September 30, 2024

Ray Keith
Chief Public Defender
Via E-mail: rkeith@rpdo.org

RE: FY2025 Statement of Grant Award – Grant Number SG-25-010

Dear Mr. Keith:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Regional Public Defender Office LGC a **FY2025 Sustainability Improvement Grant** in the amount of **\$5,377,991** for the **Statewide Capital Public Defender**. Your Statement of Grant Award for fiscal year 2025 is attached. Please sign, scan, and return via e-mail the Statement of Grant Award to Grants@tidc.texas.gov to accept the award and become eligible for payment.

Congratulations to RPDO LGC on taking the lead in Texas by developing and continuing this new indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, the Commission Director of Grant Funding at (512) 463-2508.

Sincerely,

Missy Medary
Chair, Texas Indigent Defense Commission
Presiding Judge, 5th Administrative Judicial Region of Texas

Copy: Amy Sharb, Financial Officer, ashaub@rpdo.org
Elaine Nauert, System Administrator, enauart@rpdo.org



TEXAS INDIGENT DEFENSE COMMISSION
Statement of Grant Award
FY2025 Improvement Grant

Grant Number:	SG-25-010
Grantee Name:	Regional Public Defender Office LGC
Program Title:	Statewide Capital Public Defender
Grant Period:	10/1/2024-9/30/2025
Grant Award:	\$5,377,991

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Regional Public Defender Office LGC (herein, the grantee) 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. 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:

Direct Costs:	
1) Personnel (Total Number of FTEs: 56)	\$5,274,280
2) Fringe Benefits	\$1,635,240
3) Travel and Training	\$537,000
4) Equipment	\$15,000
5) Supplies	\$444,966
6) Contract Services	\$160,500
7) Indirect Costs	
Total Approved Budget	\$8,066,986
Less Cash from Other Sources- County Match	\$2,688,996
Total Amount Funded by Commission	\$5,377,991

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 in February 2024, 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 de-obligating 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 "Grant Terms and Conditions" contained in Attachment A which includes the final grant application.

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

Name & Title (must print or type)

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA), these specific program requirements apply to this program.

1. Grantee agrees to follow the Uniform Assurances and Standard Financial Management Conditions as detailed in the Texas Grant Management Standards published by the Texas Comptroller published January 1, 2021. Grantees that are not local governments must follow these standards unless exceptions are approved in writing by TIDC.
2. Requests to revise the scope, target, or staffing of the project, or substantively alter project activities require advance written approval from TIDC. Budget adjustments consisting of reallocations of funds among or within budget categories in excess of \$10,000 or ten percent of the original approved budget, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of the Commission.
3. The grantee must maintain an oversight board for the program to perform the following duties: review and provide strategic guidance regarding the RPDO's policies and procedures and organizational structure; develop and monitor the program budget and operations and provide strategic guidance on challenges faced by the program and long-term sustainability; and screen and interview candidates for the position of Chief Defender and present recommendations for the selection or removal of the Chief Defender. The oversight board must meet at least quarterly and may not gain access to privileged or confidential information regarding any RPDO case.
4. The grantee will submit quarterly reports to obtain reimbursement of expended funds based on actual expenditures. The grantee may maintain a program-dedicated reserve fund balance for the Regional Public Defender for Capital Cases. The grantee must submit quarterly program financial activity reports detailing all program income from participating counties and all other sources, all program expenditures, and all program fund balances.
5. 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 reflects the work performed in this program. The grantee will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.
6. 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).
7. The program must maintain a written policy that includes caseload standards for each attorney and for the general operation of this program. 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 and TIDC in writing if an exception to the caseload standards is authorized.
8. 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.
9. On November 1 and May 1 of each year, the grantee must provide a report that contains the list of counties that have an active and valid interlocal agreement as of the end of the preceding month along with the payments for

participation fees each county has made to RPDO LGC. The grantee must also provide a list of cases represented by the public defender for each county in the preceding six months.

10. In the event of loss or misuse of the funds, grantee agrees that the funds will be returned in full to the Texas Indigent Defense Commission.
11. In addition to quarterly progress reports, the County must submit quarterly staffing reports detailing hire dates, separation dates, vacancies, and actual salaries each month for each position funded under the grant.

Grant application and detailed budget request follows. (In detailed budget request, Option #1 was approved by the TIDC board. and is the basis of this award budget.)

2023 RPDO Local Government Corporation County Improvement Grant Application Narrative

Regional Public Defender for Capital Cases

Rural Regional Public Defender Sustainability

a. Application Form

Counties Represented: Andrews, Angelina, Aransas, Archer, Armstrong, Atascosa, Austin, Bailey, Bandera, Baylor, Bell, Blanco, Borden, Bosque, Brewster, Briscoe, Brown, Burleson, Caldwell, Calhoun, Camp, Carson, Cass, Castro, Chambers, Childress, Clay, Cochran, Coke, Coleman, Collingsworth, Colorado, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, DeWitt, Dickens, Dimmit, Donley, Eastland, Edwards, Falls, Fannin, Fayette, Fisher, Floyd, Foard, Franklin, Freestone, Frio, Gaines, Galveston, Garza, Gillespie, Glasscock, Goliad, Gray, Grayson, Grimes, Hale, Hall, Hamilton, Hansford, Hardeman, Hardin, Hartley, Hemphill, Henderson, Hill, Hockley, Hood, Hopkins, Howard, Hudspeth, Hunt, Hutchinson, Irion, Jack, Jeff Davis, Jim Hogg, Jim Wells, Karnes, Kaufman, Kendall, Kenedy, Kent, Kerr, Kimble, King, Kinney, Knox, Lamb, La Salle, Lee, Leon, Liberty, Limestone, Lipscomb, Live Oak, Llano, Loving, Lubbock, Lynn, McCulloch, McMullen, Madison, Martin, Mason, Matagorda, Medina, Menard, Midland, Milam, Mills, Mitchell, Montague, Moore, Motley, Navarro, Ochiltree, Oldham, Parker, Parmer, Pecos, Polk, Potter, Presidio, Rains, Randall, Reagan, Real, Red River, Reeves, Refugio, Roberts, Runnels, Sabine, San Saba, Schleicher, Scurry, Shackelford, Sherman, Somervell, Starr, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom Green, Trinity, Tyler, Upton, Uvalde, Val Verde, Van Zandt, Walker, Waller, Ward, Washington, Webb, Wharton, Wheeler, Wichita, Wilbarger, Willacy, Wilson, Winkler, Wise, Yoakum, Young, Zavala

Fiscal Year: **2023**

State Payee Identification Number: **18533651792000**

Division To Administer Grant: **RPDO LGC**

Program Title: **Regional Public Defender for Capital Cases**

Requested Grant Amount: **\$4,738,902.00**

Authorized Official: **Ray Keith**

Financial Officer:

Program Director: **Ray Keith**

Mailing Address: **PO Box 2097; Lubbock, TX 79408**

b. Introduction (Executive Summary)

TIDC's support of the RPDO has been essential to the success of the program since 2008. With the support of TIDC, RPDO was reorganized as a Local Government Corporation and continues to provide defense representation coverage in death penalty cases in approximately 180 counties participating in the program. RPDO LGC requests continuation of sustainability funding to supplement the support provided by participating counties.

c. Problem Statement

Without this continued state support, county participation costs would increase markedly, and many counties would not continue because of cost. This would threaten the stability of a program providing essential services in the most serious crimes.

The program provides a successful strategy for the vast majority of counties in Texas to meet their obligations to provide competent representation in death penalty cases. In particular, counties face two main challenges that the program addresses.

First, there are few qualified counsel in rural Texas willing to take on death penalty representation. Such cases require a major time commitment which can be detrimental to maintaining a successful practice.

Second, the program provides budget predictability and protection to counties. The cost of capital defense services can overwhelm county budgets.

d. Objectives

Continue operation of the Regional Public Defender Office for Capital Cases, providing representation for persons charged with a death-eligible capital crime for approximately 180 participating counties across the state.

Provide expert qualified counsel from a Public Defender office for all defendants charged with capital murder, except those cases in which a conflict exists. (i.e. when there are co-defendants charged with capital murder).

Provide representation that meets capital representation standards and requirements of the Texas and United States Supreme Court as well as the Texas State Bar Guidelines for Representation in Capital Cases.

e. Activities

The program has been operational since 2008 and currently serves counties in all 9 administrative judicial regions. Program staff are located in six offices around the state. Currently, about 180 counties participate in the program through inter-local agreements RPDO LGC. RPDO periodically renews those interlocal agreements with counties and must set participation fees based on the amount of state funding that will be available to the program.

The program assigns a full defense team (two attorneys, a mitigation specialist and a fact investigator) to eligible defendants shortly after arrest. The RPDO invests significant resources in mitigation and fact investigations early in the case. This approach has often resulted in the prosecution waiving the death penalty and pleading the case.

Ongoing operation activities:

- Provide attorney contact within 24 hours of appointment for defendants accused of capital murder.
- Provide litigation support services for all capital murder cases assigned to the public defender through the use of mitigation specialists and investigators - services provided as quickly as possible after contact by counsel
- Maintain a manageable caseload of open capital murder cases.

- Provide representation that meets standards of the State Bar of Texas and U.S. Supreme Cou

f. Evaluation

The RPDO program underwent a comprehensive evaluation by the Public Policy Research Institute in 2013, which demonstrated the improved defendant outcomes and value to Texas counties.

RPDO thoroughly tracks data on appointments, activities and case outcomes and shares that data with TIDC through the grant progress reports.

g. Future Funding

RPDO requests continuation of TIDC's 2/3 sustainability funding to ensure that the program is adequately funded while not overly burdensome to our partner counties, most of which are rural and do not have a high tax base. Without this continued support county participation costs would rise substantially. This would result in many counties dropping out of the program and threatening its stability.

h. Budget Narrative and Budget Form

See attached budget request approved by TIDC (Option 1).

Personnel Costs	\$6,831,651.00
FTE's	56.00
Salary	\$5,274,280.00
Fringe Benefits	\$1,557,371.00
Travel and Training	\$537,000.00
Equipment	\$15,000.00
Supplies	\$406,975.00
Contract Services	\$160,500.00
Indirect	\$0.00
Total	\$7,951,126.00
Required County Match	\$3,212,224.00
Total less County Match	\$4,738,902.00

[Home](#)

August 19, 2021

TO: Members of the Texas Indigent Defense Commission
FROM: Ray Keith, Chief Public Defender, RPDO-LGC
RE: RPDO-LGC Sustaining Grant Request

THE NEED

RPDO attorneys and staff are paid far less than similar professionals at the Attorney General's Office, the Federal Defenders Office, or Dallas Public Defender. RPDO staff regularly face opposing counsel earning far more.

The consequences have been dire: roughly 1/3rd of RPDO's attorney positions are vacant. Several vacancies have lasted up to 6 months. Consequently, the remaining attorneys' caseloads have increased dramatically, further threatening RPDO's ability to retain qualified counsel. The current state is not sustainable for RPDO, its clients, or the judges who hear their cases.

The proposed salary structure is still modest—even the highest paid RPDO trial attorney will still make less than Dallas County Public Defender Capital Attorneys.

The proposed salary structure will sustain RPDO into the future, fairly compensating attorneys and staff. The requested grant increase is critical to the long-term viability of the RPDO-LGC.

The RPDO does excellent work, in 13.5 years the office has resolved 176 cases by trial, plea and waiver. 96% of those resolutions were for outcomes other than the death penalty while being good stewards of public money. The RPDO fulfills its mission by any standard.

RPDO HISTORY

The Regional Public Defender Office for Capital Cases (RPDO) has provided quality representation for indigent persons facing the death penalty for over 13 years. Started as a single-office pilot project based in Lubbock, Texas, the program has grown to six offices and more than 50 staff, now providing death penalty representation in 185 counties.

During its first 12 years, RPDO was a Lubbock County agency. In the program's early years, the arrangement worked well: Lubbock County served as a fiscal agent, administered TIDC grants, collected county contributions, paid salaries, and provided benefits.

RPDO's expansion to a de facto statewide agency strained its midsized county government host. Lubbock County expressed concerns about liability, retirement obligations, and health benefits.

Similarly, Lubbock County's limited infrastructure did not serve the growing program. Specifically, because RPDO attorneys did not fit squarely within Lubbock County's salary structure, they were classified as "public or elected officials." RPDO has never had a salary structure. There were no grades, steps, or levels. No predictable career ladders. No cost-of-living increases. Rather, salary adjustments were occasionally authorized by the Commissioners Court. But these increases were ad hoc and inconsistent.

DEVELOPING A SALARY STRUCTURE

The absence of a salary structure has, for years, adversely affected attorney and staff recruitment and retention. Despite delivering legal representation in the most high-stakes legal cases, RPDO staff were consistently underpaid. Highly skilled attorneys were hesitant to abandon private practices to join RPDO, and current RPDO employees had no expectations for career advancement or greater salary.

In 2019, RPDO Board Chair Presiding Judge Kelly Moore created a committee to explore creating a salary structure. At the committee's first meeting, Lubbock County Commissioner and RPDO Board Member Bill McCay noted that Lubbock County's salary structure could not be adapted to fit RPDO's needs. Quickly, the committee realized the need to focus on a larger question: finding RPDO a permanent organizational home.

After nearly two years of preparation, and with the assistance of Jim Allison, RPDO became a Local Government Corporation (LGC). The transition to an LGC solved many of RPDO's pressing problems: health benefits, liability, retirement obligations.

Only one issue remains: RPDO's lack of salary structure.

In the Spring of 2021, RPDO's Board Chair formed a new committee to address its salary structure. Over months of multi-hour meetings, the committee analyzed RPDO salaries, comparable attorney and professional salaries, and problems with attorney recruitment and retention. The committee's work led to a salary grid for each RPDO position. On the committee's recommendation, the RPDO Board approved the budget and salary grid, contingent on TIDC funding.

IMPLEMENTING A SALARY STRUCTURE

For the 2022-2023 biennium, new structure (as well as separate amounts of increase for non-salary related items) would be funded in part by a request for an increase in the sustaining grant from TIDC, as well as drawing on the reserve fund of the RPDO. When the 2024-2025 biennium takes effect, there will be an adjustment to the county participation formula with updated population figures from the census, along with updated capital case history numbers with data provided by the Office of Court Administration. This formula (population and capital case history) has been in place since the beginning of the RPDO and will continue as the method of determining each county's participation fee. It is updated periodically.

TIDC, through a sustaining grant, funds 2/3 of the RPDO budget. Participating counties fund the remaining 1/3. When the 2024-2025 biennium takes effect, the County participation fees will rise due to the calculation of the formula and their 1/3 share of the budget increases. For the 2022-2023 biennium, the RPDO itself will be funding the increase, by drawing approximately \$1,900,000 from its reserve over the biennium. The requested increase from TIDC in the sustaining grant is approximately \$500,000 each year for the biennium.

In practice, as promulgated by the RPDO-LGC Board of Directors, each year the Board will make two determinations. One, whether to authorize step movement (merit-based increase for example from Step 1 to 2 at any position) and a cost-of-living raise. Two, they would determine whether to authorize a COLA and the amount of the COLA, the amount of the step movement is already set in the salary grid and is not discretionary absent the Board re-drawing the grid.

GRANT REQUEST

RPDO has worked with TIDC staff to provide three options to the Commission for our grant request. A spreadsheet is provided for each option. The first is as originally presented that makes the adjustments in one step. The second option is a 2-year implementation of the salary structure, where raises to individual staff would be done half in one year and half in the next. Finally, the third option is a 3-year implementation of the salary structure, where raises to individual staff would be done in 3 1/3 increments. The actual dollars remain almost the same, with small variables related to future county contributions under an adjusted formula not yet done.

(1) Original Proposal (Immediate Implementation)

(TIDC approved Option #1)

	FY21	FY22/23 (no salary inc)	FY22/23 (proposed)	FY24
Personnel - Salary (Total Number of FTEs: 56)	\$4,044,266.00	\$4,180,218.00	\$5,274,280.00	\$5,274,280.00
Fringe Benefits	\$1,154,476.00	\$1,359,025.00	\$1,557,371.00	\$1,635,239.55
Travel and Training	\$500,000.00	\$537,000.00	\$537,000.00	\$537,000.00
Equipment	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Supplies	\$226,000.00	\$406,975.00	\$406,975.00	\$444,965.85
Contract Services	\$81,500.00	\$110,500.00	\$110,500.00	\$110,500.00
Indirect Costs	\$300,312.00	\$0.00	\$0.00	\$0.00
Professional Services	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Proposed Costs	\$6,331,554.00	\$6,658,718.00	\$7,951,126.00	\$8,066,985.40
Less Cash from Participating County Contributions/Program Reserve Fu	\$2,110,518.00	\$2,437,682.00	\$3,212,224.00	\$2,688,995.13
Total Amount Funded by Commission	\$4,221,036.00	\$4,221,036.00	\$4,738,902.00	\$5,377,990.27
Amount out of Reserve for Counties Portion		\$15,390.00	\$440,592.00	\$0.00
Amount out of Reserve for TIDC Portion		\$212,509.00	\$561,849.00	\$0.00
Total out of Reserve		\$227,899.00	\$1,002,441.00	\$0.00
Increase in Amount Funded by Commission (each year of the biennium)		\$0.00	\$517,866.00	\$1,156,954.27

Increases (before salary restructure):

Retirement percentage increase from 9.1% to 10.49%

Insurance rates increased 7.29%

Rent increased 5% increase except one that was a 10% increase

Added HR Manager and Associate Attorney position

(2) Option 2 (2-year implementation)

	FY21	FY22/23 (no salary inc)	FY22 (1/2 salary)	FY23 (1/2 salary)	FY24	FY25
Personnel - Salary (Total Number of FTEs: 56)	\$4,044,266.00	\$4,180,218.00	\$4,727,249.00	\$5,274,280.00	\$5,274,280.00	\$5,274,280.00
Fringe Benefits	\$1,154,476.00	\$1,359,025.00	\$1,458,198.00	\$1,557,371.00	\$1,635,239.55	\$1,635,239.55
Travel and Training	\$500,000.00	\$537,000.00	\$537,000.00	\$537,000.00	\$537,000.00	\$537,000.00
Equipment	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Supplies	\$226,000.00	\$406,975.00	\$406,975.00	\$423,777.00	\$444,965.85	\$444,965.85
Contract Services	\$81,500.00	\$110,500.00	\$110,500.00	\$110,500.00	\$110,500.00	\$110,500.00
Indirect Costs	\$300,312.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Proposed Costs	\$6,331,554.00	\$6,658,718.00	\$7,304,922.00	\$7,967,928.00	\$8,066,985.40	\$8,066,985.40
Less Cash from Participating County Contributions/Program Reserve Fu	\$2,110,518.00	\$2,437,682.00	\$2,934,974.00	\$3,305,976.00	\$2,888,995.13	\$2,688,995.13
Total Amount Funded by Commission	\$4,221,036.00	\$4,221,036.00	\$4,369,948.00	\$4,661,952.00	\$5,177,990.27	\$5,377,990.27
Amount out of Reserve for Counties Portion		\$15,390.00	\$225,191.00	\$446,193.00	\$0.00	\$0.00
Amount out of Reserve for TIDC Portion		\$212,509.00	\$500,000.00	\$650,000.00	\$200,000.00	\$0.00
Total out of Reserve		\$227,899.00	\$725,191.00	\$1,096,193.00	\$200,000.00	\$0.00
Increase in Amount Funded by Commission		\$0.00	\$148,912.00	\$440,916.00	\$956,954.27	\$1,156,954.27

Increases (before salary restructure):

Retirement percentage increase from 9.1% to 10.49%

Insurance rates increased 7.29%

Rent increased 5% increase except one that was a 10% increase

Added HR Manager and Associate Attorney position

(3) Option 3 (3-year implementation)

	FY21	FY22/23 (no salary inc)	FY22 (1/3 salary)	FY23 (1/3 salary)	FY24 (1/3 salary)	FY25
Personnel - Salary (Total Number of FTEs: 56)	\$4,044,266.00	\$4,180,218.00	\$4,544,905.00	\$4,909,592.00	\$5,274,280.00	\$5,274,280.00
Fringe Benefits	\$1,154,476.00	\$1,359,025.00	\$1,425,140.00	\$1,491,255.00	\$1,635,239.55	\$1,635,239.55
Travel and Training	\$500,000.00	\$537,000.00	\$537,000.00	\$537,000.00	\$537,000.00	\$537,000.00
Equipment	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Supplies	\$226,000.00	\$406,975.00	\$406,975.00	\$423,777.00	\$444,965.85	\$444,965.85
Contract Services	\$81,500.00	\$110,500.00	\$110,500.00	\$110,500.00	\$110,500.00	\$110,500.00
Indirect Costs	\$300,312.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Proposed Costs	\$6,331,554.00	\$6,658,718.00	\$7,089,520.00	\$7,537,124.00	\$8,066,985.40	\$8,066,985.40
Less Cash from Participating County Contributions/Program Reserve Fu	\$2,110,518.00	\$2,437,682.00	\$2,868,484.00	\$2,805,976.00	\$3,138,995.13	\$2,938,995.13
Total Amount Funded by Commission	\$4,221,036.00	\$4,221,036.00	\$4,221,036.00	\$4,731,148.00	\$4,927,990.27	\$5,127,990.27
Amount out of Reserve for Counties Portion		\$15,390.00	\$225,191.00	\$446,193.00	\$0.00	\$0.00
Amount out of Reserve for TIDC Portion		\$212,509.00	\$433,510.00	\$150,000.00	\$450,000.00	\$250,000.00
Total out of Reserve		\$227,899.00	\$658,701.00	\$596,193.00	\$450,000.00	\$250,000.00
Increase in Amount Funded by Commission		\$0.00	\$0.00	\$510,112.00	\$706,954.27	\$906,954.27

Increases (before salary restructure):

Retirement percentage increase from 9.1% to 10.49%
 Insurance rates increased 7.29%
 Rent increased 5% increase except one that was a 10% increase
 Added HR Manager and Associate Attorney position

The RPDO is thankful for the funding provided by this Commission over the years and we have worked diligently to be a shining example of the use of public money for indigent defense in Texas. I am available to the Commissioners and Staff for any questions as well as RPDO Staff. Thank you for your time and attention to this matter.

Sincerely,

Edward Ray Keith, Jr.
 RPDO-LGC
 Chief Public Defender

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line at tide.tamu.edu.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2024 through December 2024	Grant Expenditure Report Progress Report	January 15, 2025	February 2025
January 2025 through March 2025	Grant Expenditure Report Progress Report	April 15, 2025	May 2025
April 2025 through June 2025	Grant Expenditure Report Progress Report	July 15, 2025	August 2025
July 2025 through September 2025	Grant Expenditure Report Progress Report	October 15, 2025	December 2025



TEXAS ASSOCIATION *of* COUNTIES

RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations - Proposal

Member: Regional Public Defender's Office

Coverage Period: January 1, 2025 through January 1, 2026

This proposal Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

GENERAL LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury and Property Damage Liability	\$2,000,000 Per Occurrence	\$1,000	\$3,283	<input type="checkbox"/>
Included Coverage				
Personal and Advertising Injury Liability Per Person Per Offense / Aggregate	\$100,000 \$300,000	\$1,000		Included
Crisis Management	\$100,000	\$1,000		Included
Employee Benefits Liability	\$500,000	\$1,000		Included
Garage Keeper's Legal Liability	\$50,000	\$1,000		Included
GENERAL LIABILITY CONTRIBUTION			\$3,283	

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE	Retroactive Date	Limits of Liability	Deductible Per Covered Event	Contribution	Select Coverage
Privacy or Security Event Liability and Expense	01/01/2024	\$1,000,000 Annual Aggregate	\$10,000	\$7,500	<input type="checkbox"/>
Included Coverage					
Business Interruption		\$250,000 / \$250,000			
Electronic Equipment and Data Recovery		\$250,000 / \$250,000			
eCrime		\$250,000 / \$250,000			
Extortion		\$25,000 / \$25,000			
Split Retroactive Coverage Dates					
Privacy or Security Event Liability and Expense	01/01/2021	\$2,000,000 Annual Aggregate			
PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION				\$7,500	

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Public Officials Liability	01/01/2021	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$2,500	\$5,979	<input type="checkbox"/>
PUBLIC OFFICIALS LIABILITY CONTRIBUTION					\$5,979

TOTAL CONTRIBUTIONS	\$16,762
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NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

COVERAGE ACCEPTANCE

Acceptance is not valid unless received by Texas Association of Counties Risk Management Pool not later than 60 days from the proposal date, unless extension is granted by the Pool.

Coverage is subject to receipt of the signed Interlocal Participation Agreement and completed Proposal. Failure to disclose to the Pool known, past, present and potential claims, may result in termination of coverage.



Authorized signature

10/18/2024

Date

Signature of County Judge
(or presiding official)

Date



TEXAS ASSOCIATION *of* COUNTIES

RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations - Proposal

Member: Regional Public Defender's Office

Coverage Period: January 1, 2025 through January 1, 2026

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GENERAL LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury and Property Damage Liability	\$2,000,000 Per Occurrence	\$1,000	\$3,283	<input type="checkbox"/>
<i>Included Coverage</i>				
Personal and Advertising Injury Liability Per Person Per Offense / Aggregate	\$100,000 \$300,000	\$1,000		Included
Crisis Management	\$100,000	\$1,000		Included
Employee Benefits Liability	\$500,000	\$1,000		Included
Garage Keeper's Legal Liability	\$50,000	\$1,000		Included
GENERAL LIABILITY CONTRIBUTION				\$3,283

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE	Retroactive Date	Limits of Liability	Deductible Per Covered Event	Contribution	Select Coverage
Privacy or Security Event Liability and Expense	01/01/2025	\$500,000 Annual Aggregate	\$5,000	\$5,000	<input type="checkbox"/>
<i>Included Coverage</i>					
Business Interruption		\$50,000 / \$50,000			
Electronic Equipment and Data Recovery		\$50,000 / \$50,000			
eCrime		\$25,000 / \$25,000			
Extortion		\$10,000 / \$10,000			
<i>Split Retroactive Coverage Dates</i>					
Privacy or Security Event Liability and Expense	01/01/2024	\$1,000,000 Annual Aggregate			
Privacy or Security Event Liability and Expense	01/01/2021	\$2,000,000 Annual Aggregate			
PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION					\$5,000

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Public Officials Liability	01/01/2021	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$2,500	\$5,979	<input type="checkbox"/>
PUBLIC OFFICIALS LIABILITY CONTRIBUTION					\$5,979

TOTAL CONTRIBUTIONS	\$14,262
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COVERAGE ACCEPTANCE

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Authorized signature

10/18/2024

Date

Signature of County Judge
(or presiding official)

Date