



**Statement of Grant Award
FY2022 Improvement Grant**

Grant Number: OLS-22-001
Grantee Name: Lubbock Private Defender Office
Program Title: Indigent Defense for Operation Lone Star
Grant Period: 9/1/2021-8/31/2022
Grant Award Amount: **\$1,466,489**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Lubbock Private Defender Office (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 to accept the award. 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:

	Original Budget	Supplemental Request	Revised Total Budget
1) Personnel - Salaries (Total Number of FTEs: 1 dedicated + allocated time of existing staff)	\$77,600		\$77,600
2) Fringe Benefits	\$13,200		\$13,200
3) Travel and Training	\$15,000		\$15,000
4) Equipment	\$5,000		\$5,000
5) Supplies	\$15,000		\$15,000
6) Contract Services	\$100,000	\$1,240,689	\$1,340,689
7) Indirect			
Total Proposed Costs	\$225,800		\$1,466,489
Matching Funds	0	0	0
Total Amount Funded by Commission	\$225,800	\$1,240,689	\$1,466,489

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 January 2021, 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 "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

Shannon Evans, Executive Director

Name & Title (please print)

September 15, 2021

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. This grant was approved by the Texas Indigent Defense Commission (TIDC) at an emergency meeting on July 26th, 2021 and augmented at a regular meeting of the TIDC on August 19, 2021 pursuant to TIDC's grant-making authority described in 79.037(a), Government Code as modified by the 87th Texas Legislature in HB295.
2. **Pre-award costs directly related to the provision and/or coordination of indigent defense services in connection with Operation Lone Star as described in the application are eligible under this grant.** Texas Grant Management Standards, Appendix 7 states: "Pre-award costs are those incurred prior to the effective date of the state award directly pursuant to the negotiation and in anticipation of the state award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the state award and only with the written approval of the state awarding agency."
3. 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 January 1, 2020. Grantees that are not local governments must follow these standards unless exceptions are approved in writing by TIDC.
4. The grantee must develop a program policies and procedures manual, including, but not limited to, the following: caseload management and monitoring, access to support services such as interpretation, investigators, experts, and *Padilla* advisals, how attorneys will apply, be added to, or be removed from a qualified appointment list, appointment procedures, voucher review and approval procedures, and other procedures necessary to implement the program described in the application. The caseload policy must be consistent with research-based weighted caseload guidelines published by TIDC. The caseload policy must require the program director to review caseloads at least quarterly. The program director must notify TIDC in writing if caseloads exceed the adopted standard. A draft program policies and procedures document is due with the first quarterly progress report.
5. The grantee must provide to TIDC the minimum job requirements and a full job description of the staff positions specified under this project.
6. This grant requires quarterly progress reports to provide information on the operation of the program. The TIDC grant manager will create an online progress report to document the work performed in this program. The County may request modifications to the report. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
7. Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award unless advance payment is authorized. The grantee will submit quarterly grant program expenditure reports to obtain reimbursement of the scheduled percentage of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
8. Only criminal indigent defense costs are eligible, including direct representation and support services related to criminal charges in connection with Operation Lone Star and indigent defense administration activities as described in the application related to Operation Lone Star. No grant funds may be used to provide legal aid in civil matters, including immigration-related representation, assistance, or advocacy, except for expert consultation on immigration-related collateral consequences of plea and/or conviction as required under *Padilla v. Kentucky*.

9. Requests to revise the scope, target, or focus 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.
10. Contracts with third parties for core services under this grant must be provided to TIDC and approved prior to execution.
11. 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.
12. The grantee must keep detailed time records to support any allocation of staff time charged to this award and maintain documentation of all grant-related expenditures. The grantee must provide access to records to TIDC as necessary to monitor the grant program and expenditures.
13. 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.

Original grant application and supplemental request follow.



— LUBBOCK PRIVATE —
DEFENDERS OFFICE

GRANT REQUEST OPERATION LONE STAR / HYBRID PRIVATE DEFENDERS

07/26/2021

EXECUTIVE DIRECTOR: SHANNON EVANS

1. **Problem Statement**

On May 31, 2021, Texas Governor Greg Abbott issued a disaster declaration pertaining to the border crisis in Southern Texas Counties. Within this declaration, authorization was given for the deployment of additional Texas DPS troopers to border counties listed in the declaration. This deployment of troopers simultaneously has created surges in arrests of individuals. This directly impacts these counties' ability to adequately provide indigent defense in a timely manner. The strain is dispersed amongst all areas of the criminal justice system to include detention center space and funding. More importantly this threatens these individuals being arrested, right for access to counsel. Many of the people being arrested under this declaration will be deemed indigent and they may be deprived of their rights to be appointed counsel. To add, these cases also will come with legal complexity including immigration specific issues and heightened penalties because of the declaration. As of May 31, 2021, a total of 34 counties have been declared as a state of disaster and will begin to experience strain on their legal systems. Most of these counties are not financially or adequately equipped with resources to support any increase in indigent defense.

2. **Proposed Solution**

The Lubbock Private Defenders Office seeks to administer "Operation Lone Star Private Defenders Office" which will consist of a remotely managed assigned counsel program geared to fully support and oversee the appointment of counsel to individuals facing loss of liberty in Texas Counties as described in the Governor's Disaster Declaration signed on May 31, 2021. Establishing this special panel of

attorneys will ensure individuals charged with a crime are provided access to high quality counsel that addresses the specific issues surrounding immigration and disaster declaration. The LPDO will ensure an effective panel of attorney is developed and that timely appointments are made in response to any surges in arrests. Additionally, the LPDO will organize and deliver continuing legal education specific to this crisis to ensure clients continue to receive high quality representation. The existing infrastructure within the LPDO's program will allow for indigent defense expenditure reporting to be made as required by the Texas Indigent Defense Commission as well as monitoring everyone's access to counsel.

4. **Scope of work**

The Lubbock Private Defenders office is seeking an emergency grant for initial funding to initiate this hybrid model of operation. The Lubbock Private Defenders Office will hire, train, and manage a full-time employee to coordinate and deliver all assignments to attorneys on the Lone Star Panel. The effective hybrid portion of the model will consist of the Chief Defender, Executive Director and Executive Assistant of the LPDO providing administrative management overseeing the program. LPDO will also facilitate and provide contractual agreements with investigators, experts and interpreters needed to adequately represent clients facing loss of liberty. Managed assigned counsel offices provide a unique approach to providing high quality indigent defense to by normally contracting with members of a county's local defense bar. The Lubbock Private Defenders Office, a non-profit corporation is charged with the management and delivery of court-appointed counsel to Lubbock County.

5. **Anticipated Administrative Expenses**

The initial funding will allow the LPDO to rapidly develop this hybrid model and quickly put it into service. An assignments coordinator, on-site staff attorney, the LPDO Chief Defender and Executive staff will make up the employee portion of funding. Operating expenses will consist of a budget for travel and training, professional and contract services, and a supply/software budget. See table 1. for proposed budget.

A handwritten signature in blue ink, appearing to read "James B. White", is positioned above the title.

Executive Director, LPDO

6. **Table 1.** Startup – 1st year

Personnel	Amount	Location
Assignments Coordinator	\$ 50,800	At LPDO office
Chief Defender	\$ 15,000	At LPDO office
Executive Director	\$ 15,000	At LPDO office
Executive Assistant	\$ 10,000	At LPDO office
Staff Attorney ¹	\$ 70,000	On site
Operating Expenses	Amount	
Travel and Training	\$ 15,000	Travel and CLE's
Professional and Contracting Services	\$ 100,000	Direct Client Services Local Investigators, Experts and Language Experts
Supplies / Software	\$ 20,000	Software Licenses, Laptops, Printers and Supplies
Total Budget Request	\$ 295,800	

1

¹ Staff Attorney Position is only being included in the event a need for this position is identified. This will not be a part of initial startup. This position would be a contracted hire and would be responsible for monitoring attorney performance, organizing attorney training and providing assistant with complex cases.

Operation Lone Star Indigent Defense Panel Application

Applicants: Please note before submitting this application that there are minimum requirements for admission to the Lone Star Indigent Defense Panel of attorneys. Final acceptance onto panel will be determined by Chief Defender from the Lubbock Private Defenders Office.

Please review contract herein and click to agree before proceeding.

A copy of the Trial Attorney Qualifications are below. Fulfilling these requirements does not ensure placement on the panel.

PANEL MEMBERS ARE INDEPENDENT CONTRACTORS.

The minimum and preferred requirements are:

- (1) Licensed to practice law in the State of Texas.
- (2) Principal or main office located in State of Texas.
- (3) Member in good standing with Texas State Bar.
- (4) Spanish fluency preferred.
- (5) Minimum of 12 hours of mandatory CLE in criminal law within the past calendar year. (Attach a copy of your MCLE State Bar Compliance Report to email and return showing your hours and title of courses.)
- (6) Experience in cases involving immigration issues.
- (7) Compliance with state reporting requirements for criminal indigent practice percentages.
- (8) Familiarity with case management and billing software applications.

* Required

1. Email *

Indigent
Defense
Service
Contract

This statewide special panel of attorneys will be comprised to represent indigent individuals facing loss of liberty that meet requirements of Operation Lone Star.

1. Representation as to Ability:

Contractor represents that Contractor is licensed to practice law in Texas, is in good standing with the State Bar of Texas and meets the minimum requirements to be on the LSPD Panel as established by the LSPD/LPDO contract. Contractor further represents that Contractor is qualified for and has met the requirements for the level of offense that LSPD assigns to Contractor. Contractor represents that Contractor will continue to comply with all ongoing continuing education and other requirements necessary to remain on the LSPD Panel for the duration of this contract unless said contract is terminated by either party.

2. Services to be Performed by Contractor:

Contractor will provide High Quality Legal Services to indigent individuals charged with crimes in the State of Texas and in response to the Border Disaster Declaration signed on May 11, 2021. Contractor understands that Contractor will be assigned cases based on their level of experience or stated desire to be placed at a given point on the list. Contractor, Courts, Court Administration and bond companies will be notified of assignments by LSPD via e-mail. Contractor will only provide legal services in cases in which appointment of counsel is constitutionally required or statutorily permitted under Texas Code of Criminal Procedure Art. 26.04. Contractor may decline assignments when client caseloads have reached capacity or legal conflicts are identified. Contractor must acknowledge they are in receipt of assignment and notify assignment coordinator if immediately if Contractor cannot accept the case.

3. Compensation:

Contractor will be paid for legal services performed by Contractor under this contract pursuant to rules adopted by the LSPD Contract, applicable fee schedule, and such rules are deemed incorporated into the terms of this Contract. Contractor shall use Contractor's best efforts and legal ability on behalf of the client in each case undertaken and shall claim fees only for actual time and case-related expenses reasonably necessary to properly represent the client. These fees and expenses will be paid to the extent specified in rules adopted by LSPD. *Cases that have not been billed 90 days after disposition will need approval by the Executive Director for payment and are subject to non-payment by LSPD.

4. Assignment:

Contractor shall not assign, transfer, or otherwise dispose of the duties authorized under this contract to any person, firm, or other entity without the prior written consent of LSPD. Nothing in this provision is intended to prohibit Contractor from having another attorney serve as a temporary substitute counsel on behalf of Contractor so long as Contractor is at all times personally responsible for the representation of the client and ensures that substitute counsel is qualified to perform the work directed and that the client is effectively represented at all times.

5. Termination at Will:

Either party may terminate this contract in whole or in part by giving forty-five (45) days written notice to the non-terminating party. In the event of termination, LSPD shall determine whether the appointed attorney shall continue to handle cases to which the attorney was appointed by virtue of this Contract. Any continued services for such cases will be paid as provided herein.

6. Termination for License Suspension or Revocation:

If Contractor is no longer permitted to practice law in Texas for any reason, including the suspension or revocation of the attorney's license, this contract shall terminate immediately without notice. Upon termination of the contract, services to be performed by Contractor shall cease. All cases being handled by Contractor shall be returned to the LSPD for reassignment.

7. Termination for Improper Billing Practices

LPDO may terminate this contract for improper billing practices if LPDO determines that the attorney has engaged in a pattern of willful, intentional, reckless, or negligent submission of false fee claims. Unless LSPD consents in writing to Contractor's continued performance on a pending case, upon termination of the contract, services to be performed by Contractor shall cease, and all cases being handled by Contractor shall be returned to LSPD for reassignment.

8. Notices:

Notices, approvals, and communications required by this contract shall be in writing unless indicated otherwise in this Contract. "Writing" includes electronic documents to the extent permitted by rules adopted by LSPD and LPDO.

2. I have reviewed contract and agree with terms. *

Check all that apply.

☐ I agree

3. Have you ever had a grievance filed with any state bar association that was sustained?

Mark only one oval.

☐ Yes

☐ No

Applicant may be required to provide information in a follow-up interview concerning the grievance and the disposition of the grievance.

4. Have you ever surrendered a bar license in any state?

Mark only one oval.

☐ Yes

☐ No

PERSONAL INFORMATION:

5. Name: *

6. Mobile Number: *

7. Are you fluent in any other languages or Sign Language? (Please list)

PROFESSIONAL INFORMATION:

8. State Bar Number: *

9. Date Licensed :

Example: January 7, 2019

10. Office Address:

11. Office Telephone Number:

12. Board Certified in Criminal Law?

Mark only one oval.

☐ Yes

☐ No

13. Date of Board Certification:

Example: January 7, 2019

14. Are you a current member of TCDLA?

Mark only one oval.

☐ Yes

☐ No

15. Have you attended the TEXAS CRIMINAL TRIAL COLLEGE?

Mark only one oval.

☐ Yes

☐ No

EXPERIENCE:

(If you are qualified for 1st degree, skip this portion.)

No experience beyond Law School is required for category 1 Misdemeanors. For attorneys wishing to accept category 2 Misdemeanors list (4) cases, felony or misd., in which you have sat 1st or 2nd chair. If 2nd chair, list who sat 1st chair.

16. List 4 Cases (Felony or Misd.)

17. For attorneys wishing to accept State Jail Felonies. List 3 felony trials (If your qualifying trials for misdemeanor appointments were felonies, you don't need to list them again.)

18. Are you qualified to take any degree of felonies? If yes, please list the highest you are qualified to take by listing four trials you've sat 1st chair.

IMMIGRATION ISSUES

19. Please list anything about your background or experience with cases involving immigration issues that you believe would be helpful to you as a member of the Lone Star Private Defender Panel:

20. Do you have any experience with MY PADILLA?

Mark only one oval.

☐ No

☐ Yes

21. References: Please list 3 references with contact information.

22. Insert a date and time you would like us to contact you via zoom.

Acknowledgement

By digitally signing this application and submitting to LPDO, you are authorizing LPDO to conduct a background and reference check. Additionally, you acknowledge that Attorney Panel Members are independent contractors and have no expectation of a specific caseload or income.

23. Digital Signature *

24. Date Completed *

Example: January 7, 2019

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— LUBBOCK PRIVATE —
DEFENDERS OFFICE

GRANT REQUEST OPERATION LONE STAR

08/18/2021

EXECUTIVE DIRECTOR: SHANNON EVANS

08/18/2021

1. Problem Statement

On July 26th, 2021, TIDC held a Board Meeting to consider several proposals in response to Governor Abbot's Disaster Declaration. The Board Meeting specifically addressed the indigent defense crisis developing in 34 Counties named within the Disaster Declaration. An Indigent Defense Strategy outlined immediate and potential long-term solutions for a surge in arrests along many areas of the Texas border region. Ultimately, Board Members voted in favor of an emergency grant to support LPDO with initial emergency funding.

Immediately following TIDC's Board Meeting, LPDO initiated a remote managed assigned counsel model on July 28th, for the delivery of court-appointed counsel and began assigning cases to Texas Rio Grande Legal Aid (TRLA). This initial plan included a collaboration whereas TRLA would accept 200 appointments from LPDO. Funding was also approved on a reimbursement bases for LPDO to cover various administrative costs to include hiring an FTE (assignments coordinator). Since July 28th LPDO has worked with Val Verde County, TRLA, TIDC, OCA, TCDLA and TDCJ to ensure constitutionally required indigent defense needs are met.

Moving forward, LPDO is rapidly approaching the 200-case limit awarded to TRLA. Once this limit is met LPDO's responsibility in Operation Lone Star will shift to individually appointing cases to the special panel of attorneys recruited for this operation. Since the inception of the operation, attorneys from numerous Texas counties have stepped up and applied for the Operation Lone Star panel. These attorneys must meet specific criteria relative to criminal law and complex immigration issues. To date LPDO is now functionally equipped to continue delivering indigent services once the TRLA assignments are fully expended.

2. Proposal

On August 17th, the Office of the Governor acknowledged and agreed to award approximately \$2.1 million in overall resource funding in support of Operation Lone Star. A portion of these funds (\$1,240,688.50) have been specifically devoted to enable LPDO to continue to serve as a remote managed assigned counsel office administering high-quality indigent defense.

Said funding will ensure a seamless transition from 100% TRLA designated appointments to; individual private attorney appointments. Included in this funding is a budget for travel related expenditures and defense interpretation services.

3. Funding Requests

LPDO anticipates expenses at a 100% appointment rate will necessitate funding for attorney payments in the amount of \$899,438.50. This amount will allow all voucher payments to be reviewed, approved, and immediately paid from LPDO via ACH payments. LPDO will reserve the ability to enlist services from private defender offices and/or legal aid offices. Having this as an option for appointments will ensure effective and quality representation can be maintained.

In order to accommodate and encourage statewide attorney participation, case related travel expenses have been estimated at \$195,000.00. Although many avenues for teleconferencing are available; in-person visitation and travel to and from court proceedings will be paid directly to attorneys.

Funding for defense interpreter services (Language line or similar) for the duration of representation is anticipated at \$146,250.00. These direct client service expenditures come to a total asking amount of \$1,240,688.50.

As referred above, a fundamental component to the success of the operation will be various options of indigent defense. Keeping these options available to accommodate surges in arrests, case overloads, or shortfalls in qualified panel attorneys will be paramount in this rapidly progressing operation.

LPDO is asking 25% of the total request to be advanced as an initial payment to LPDO. This initial funding will allow LPDO to pay vouchers immediately, monitor spend down closely, and coordinate future payments to ensure that vouchers can be paid in a timely manner. See table 1. below for requested payment schedule.

Table 1.

Initial Payment Request (25%)	Remaining Total (will coordinate future payments)
\$310,172.12	\$930,516.38
Total \$1,240,688.50	

Payments to attorneys and all direct client services will be recorded to report any developing trends and to measure effectiveness of counsel. All fiscal reporting requirements normally adhered to per TIDC's IDER requirements will be met. Reports on progress will be delivered as needed and on a quarterly basis.



Shannon Evans

Executive Director, LPDO

Timeline for Reporting and Fund Distribution

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

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2020 through December 2021	Grant Expenditure Report Progress report	January 15, 2022	February 2022
January 2022 through March 2022	Grant Expenditure Report Progress report	April 15, 2022	May 2022
April 2022 through June 2022	Grant Expenditure Report Progress report	July 15, 2022	August 2022
July 2022 through September 2022	Grant Expenditure Report Progress Report	October 15, 2022	December 2022