

#14,780 (2)

SEP 12 2017

INTERLOCAL AGREEMENT

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

This Interlocal Agreement (the "Agreement") is made by and between LUBBOCK COUNTY, TEXAS ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and HUNT COUNTY, TEXAS ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PROGRAM

1.01 Program Purpose and Term. The Regional Public Defender for Capital Cases (the "PD"), funded 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 Regions 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 \$3,000,000 in FY 18 and \$3,000,000 in FY19. Of this total, \$1,550,000 in FY18 and \$1,550,000 in FY19 consist of General Revenue appropriated by the 85th Texas Legislature. The remaining funds of \$1,450,000 in FY18 and \$1,450,000 in FY19 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 2018 and 2019; 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 PD 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 177 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 177 participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2017, and continue through September 30, 2018. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2019, unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th 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 PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the PD 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 PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether 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 PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in writing by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable John L Horn
County Judge
Hunt County
2500 Lee Street
Greenville, Texas 75401

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT.

PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

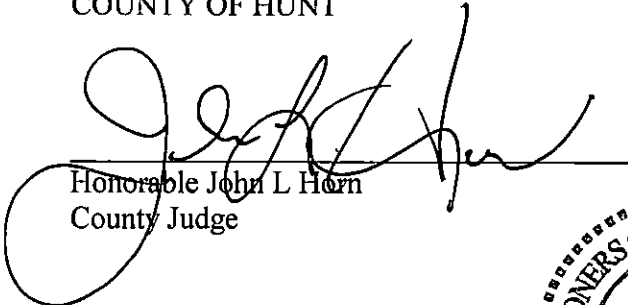
(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour 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 PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this _____ day of _____, 201__.

COUNTY OF LUBBOCK

COUNTY OF HUNT

Honorable Thomas V. Head
County Judge

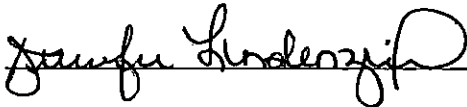


Honorable John L. Horn
County Judge

ATTEST:

ATTEST:

Honorable Kelly Pinion
Lubbock County Clerk



Jennifer Henderson
Hunt County Clerk



APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

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

REVIEWED FOR FORM:

REVIEWED FOR FORM:

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

County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY18 Cost per County	FY19 Cost per County
Anderson	58,458	0.66%	0.9	0.69%	\$31,428.00	\$31,428.00
Andrews	14,786	0.17%	0.4	0.31%	\$11,243.00	\$11,243.00
Angelina	86,771	0.97%	1.3	0.99%	\$46,580.00	\$46,580.00
Aransas	23,158	0.26%	0.2	0.15%	\$9,671.00	\$9,671.00
Archer	9,054	0.10%	0.0	0.00%	\$2,348.00	\$2,348.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$22,760.00	\$22,760.00
Austin	28,417	0.32%	0.9	0.69%	\$24,037.00	\$24,037.00
Bailey	7,165	0.08%	0.6	0.46%	\$12,970.00	\$12,970.00
Bandera	20,485	0.23%	0.1	0.08%	\$7,165.00	\$7,165.00
Bastrop	74,171	0.83%	0.5	0.38%	\$28,138.00	\$28,138.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$37,153.00	\$37,153.00
Bell	310,235	3.48%	6	4.58%	\$191,578.00	\$191,578.00
Blanco	10,497	0.12%	0.2	0.15%	\$6,426.00	\$6,426.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$10,279.00	\$10,279.00
Bowie	92,565	1.04%	2.9	2.21%	\$75,048.00	\$75,048.00
Brazoria	313,166	3.52%	1.2	0.92%	\$98,105.00	\$98,105.00
Brazos	194,851	2.19%	2.7	2.06%	\$96,652.00	\$96,652.00
Brewster	9,232	0.10%	0	0.00%	\$2,395.00	\$2,395.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,871.00	\$1,871.00
Brown	38,106	0.43%	1.9	1.45%	\$45,069.00	\$45,069.00
Burleson	17,187	0.19%	0.5	0.38%	\$13,717.00	\$13,717.00
Burnet	42,750	0.48%	0.1	0.08%	\$12,940.00	\$12,940.00
Caldwell	38,066	0.43%	0.1	0.08%	\$11,725.00	\$11,725.00
Calhoun	21,381	0.24%	0.3	0.23%	\$11,101.00	\$11,101.00
Callahan	13,544	0.15%	0.1	0.08%	\$5,352.00	\$5,352.00
Camp	12,401	0.14%	0	0.00%	\$3,216.00	\$3,216.00
Carson	6,182	0.07%	0	0.00%	\$1,603.00	\$1,603.00
Cass	30,464	0.34%	0.5	0.38%	\$17,161.00	\$17,161.00
Castro	8,062	0.09%	0	0.00%	\$2,091.00	\$2,091.00
Chambers	35,096	0.39%	0.2	0.15%	\$12,807.00	\$12,807.00
Cherokee	50,845	0.57%	0.4	0.31%	\$20,414.00	\$20,414.00
Childress	7,041	0.08%	0	0.00%	\$1,826.00	\$1,826.00
Clay	10,752	0.12%	0.3	0.23%	\$8,344.00	\$8,344.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$4,159.00	\$4,159.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$7,266.00	\$7,266.00
Comal	108,472	1.22%	0.4	0.31%	\$34,879.00	\$34,879.00
Comanche	13,974	0.16%	0.2	0.15%	\$7,307.00	\$7,307.00
Concho	4,087	0.05%	0	0.00%	\$1,060.00	\$1,060.00
Cooke	38,437	0.43%	0.9	0.69%	\$26,338.00	\$26,338.00

Coryell	75,388	0.85%	0.8	0.61%	\$34,368.00	\$34,368.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,987.00	\$2,987.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,816.00	\$2,816.00
Crosby	6,059	0.07%	0.1	0.08%	\$3,423.00	\$3,423.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,739.00	\$1,739.00
Dawson	13,833	0.16%	0	0.00%	\$3,588.00	\$3,588.00
De Witt	20,097	0.23%	0	0.00%	\$5,213.00	\$5,213.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$6,876.00	\$6,876.00
Delta	5,231	0.06%	0.1	0.08%	\$3,204.00	\$3,204.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$4,445.00	\$4,445.00
Donley	3,677	0.04%	0.1	0.08%	\$2,806.00	\$2,806.00
Duval	11,782	0.13%	0	0.00%	\$3,056.00	\$3,056.00
Eastland	18,583	0.21%	0.1	0.08%	\$6,672.00	\$6,672.00
Ector	137,130	1.54%	3.8	2.90%	\$105,938.00	\$105,938.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$57,323.00	\$57,323.00
Erath	37,890	0.43%	1.2	0.92%	\$31,585.00	\$31,585.00
Falls	17,866	0.20%	0.8	0.61%	\$19,449.00	\$19,449.00
Fannin	33,915	0.38%	0.5	0.38%	\$18,056.00	\$18,056.00
Fayette	24,554	0.28%	0	0.00%	\$6,336.00	\$6,336.00
Fisher	3,974	0.04%	0	0.00%	\$1,031.00	\$1,031.00
Floyd	6,446	0.07%	0	0.00%	\$1,672.00	\$1,672.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$13,862.00	\$13,862.00
Freestone	19,816	0.22%	0.2	0.15%	\$8,843.00	\$8,843.00
Frio	17,217	0.19%	0.4	0.31%	\$11,873.00	\$11,873.00
Gaines	17,526	0.20%	0.8	0.61%	\$19,361.00	\$19,361.00
Galveston	291,309	3.27%	3.1	2.37%	\$132,965.00	\$132,965.00
Garza	6,461	0.07%	0	0.00%	\$1,676.00	\$1,676.00
Gillespie	24,837	0.28%	0	0.00%	\$6,442.00	\$6,442.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$3,722.00	\$3,722.00
Gonzales	19,807	0.22%	0.7	0.53%	\$17,946.00	\$17,946.00
Gray	22,535	0.25%	0.8	0.61%	\$20,660.00	\$20,660.00
Grayson	120,877	1.36%	1.9	1.45%	\$66,538.00	\$66,538.00
Gregg	121,730	1.37%	2	1.53%	\$66,767.00	\$66,767.00
Grimes	26,604	0.30%	0.2	0.15%	\$10,604.00	\$10,604.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$56,829.00	\$56,829.00
Hale	36,273	0.41%	0.5	0.38%	\$18,668.00	\$18,668.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$2,209.00	\$2,209.00
Hansford	5,613	0.06%	0.1	0.08%	\$3,308.00	\$3,308.00
Hardeman	4,139	0.05%	0	0.00%	\$1,074.00	\$1,074.00
Hardin	54,635	0.61%	0.7	0.53%	\$27,134.00	\$27,134.00
Harrison	65,631	0.74%	2.8	2.14%	\$66,581.00	\$66,581.00

Hartley	6,062	0.07%	0	0.00%	\$1,572.00	\$1,572.00
Haskell	5,899	0.07%	0	0.00%	\$1,528.00	\$1,528.00
Hays	157,107	1.76%	0.9	0.69%	\$55,910.00	\$55,910.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$32,872.00	\$32,872.00
Hill	35,089	0.39%	0.5	0.38%	\$18,360.00	\$18,360.00
Hockley	22,935	0.26%	0	0.00%	\$5,949.00	\$5,949.00
Hood	51,182	0.57%	0.6	0.46%	\$24,386.00	\$24,386.00
Hopkins	35,161	0.39%	0.4	0.31%	\$16,527.00	\$16,527.00
Houston	23,732	0.27%	0.4	0.31%	\$13,489.00	\$13,489.00
Howard	35,012	0.39%	0	0.00%	\$9,081.00	\$9,081.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$5,513.00	\$5,513.00
Hunt	86,129	0.97%	2.8	2.14%	\$74,191.00	\$74,191.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$11,301.00	\$11,301.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$2,346.00	\$2,346.00
Jackson	14,075	0.16%	0.3	0.23%	\$9,171.00	\$9,171.00
Jasper	35,710	0.40%	1.5	1.14%	\$36,368.00	\$36,368.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$133,756.00	\$133,756.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,375.00	\$1,375.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$42,971.00	\$42,971.00
Johnson	150,934	1.69%	1	0.76%	\$56,208.00	\$56,208.00
Jones	20,202	0.23%	1.1	0.84%	\$25,262.00	\$25,262.00
Karnes	14,824	0.17%	0	0.00%	\$3,845.00	\$3,845.00
Kaufman	103,350	1.16%	2.1	1.60%	\$65,695.00	\$65,695.00
Kendall	33,410	0.38%	0.2	0.15%	\$12,369.00	\$12,369.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$18,427.00	\$18,427.00
Kimble	4,607	0.05%	0.2	0.15%	\$4,899.00	\$4,899.00
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.53%	\$21,091.00	\$21,091.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$7,314.00	\$7,314.00
Lamar	49,793	0.56%	1.9	1.45%	\$47,005.00	\$47,005.00
Lamb	13,977	0.16%	0.1	0.08%	\$5,477.00	\$5,477.00
Lampasas	19,677	0.22%	0.4	0.31%	\$12,447.00	\$12,447.00
Lavaca	19,263	0.22%	0.5	0.38%	\$14,168.00	\$14,168.00
Lee	16,612	0.19%	0.1	0.08%	\$6,161.00	\$6,161.00
Leon	16,801	0.19%	0.1	0.08%	\$6,210.00	\$6,210.00
Liberty	75,643	0.85%	1.7	1.30%	\$50,025.00	\$50,025.00
Limestone	23,384	0.26%	0.9	0.69%	\$22,732.00	\$22,732.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,991.00	\$2,991.00
Llano	19,301	0.22%	0	0.00%	\$5,006.00	\$5,006.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00

Lubbock	278,831	3.13%	3	2.29%	\$127,877.00	\$127,877.00
Lynn	5,915	0.07%	0	0.00%	\$1,534.00	\$1,534.00
Madison	13,664	0.15%	0.8	0.61%	\$18,359.00	\$18,359.00
Marion	10,546	0.12%	0.1	0.08%	\$4,578.00	\$4,578.00
Martin	4,799	0.05%	0	0.00%	\$1,245.00	\$1,245.00
Mason	4,012	0.05%	0	0.00%	\$1,041.00	\$1,041.00
Matagorda	36,702	0.41%	1.1	0.84%	\$29,890.00	\$29,890.00
Maverick	54,258	0.61%	0	0.00%	\$13,916.00	\$13,916.00
McCulloch	8,283	0.09%	0	0.00%	\$2,148.00	\$2,148.00
McLennan	234,906	2.64%	3.7	2.82%	\$123,055.00	\$123,055.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$24,896.00	\$24,896.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$54,020.00	\$54,020.00
Milam	24,757	0.28%	0.4	0.31%	\$13,829.00	\$13,829.00
Mills	4,936	0.06%	0	0.00%	\$1,280.00	\$1,280.00
Mitchell	9,403	0.11%	0	0.00%	\$2,439.00	\$2,439.00
Montague	19,719	0.22%	0.8	0.61%	\$19,929.00	\$19,929.00
Moore	21,904	0.25%	0.3	0.23%	\$11,237.00	\$11,237.00
Morris	12,934	0.15%	0.2	0.15%	\$7,058.00	\$7,058.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$47,223.00	\$47,223.00
Navarro	47,735	0.54%	0.6	0.46%	\$23,492.00	\$23,492.00
Newton	14,445	0.16%	0.2	0.15%	\$7,450.00	\$7,450.00
Nolan	15,216	0.17%	0.2	0.15%	\$7,627.00	\$7,627.00
Ochiltree	10,223	0.11%	0	0.00%	\$2,652.00	\$2,652.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$33,702.00	\$33,702.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$23,696.00	\$23,696.00
Panola	23,796	0.27%	0.2	0.15%	\$9,834.00	\$9,834.00
Parker	116,927	1.31%	0.6	0.46%	\$41,439.00	\$41,439.00
Parmer	10,269	0.12%	0	0.00%	\$2,664.00	\$2,664.00
Pecos	15,507	0.17%	0.5	0.38%	\$13,281.00	\$13,281.00
Polk	45,413	0.51%	1.6	1.22%	\$41,409.00	\$41,409.00
Potter	121,073	1.36%	1.6	1.22%	\$61,033.00	\$61,033.00
Presidio	7,818	0.09%	0	0.00%	\$2,028.00	\$2,028.00
Rains	10,914	0.12%	0.6	0.46%	\$13,942.00	\$13,942.00
Randall	120,725	1.36%	1.6	1.22%	\$60,943.00	\$60,943.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,710.00	\$2,710.00
Red River	12,860	0.14%	0.5	0.38%	\$12,595.00	\$12,595.00
Reeves	13,783	0.15%	0.1	0.08%	\$5,427.00	\$5,427.00
Refugio	7,383	0.08%	0	0.00%	\$1,915.00	\$1,915.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$17,126.00	\$17,126.00
Rockwall	78,337	0.88%	0.3	0.23%	\$25,525.00	\$25,525.00
Runnels	10,501	0.12%	0	0.00%	\$2,724.00	\$2,724.00
Rusk	53,330	0.60%	2	1.53%	\$49,652.00	\$49,652.00

Sabine	10,834	0.12%	0.4	0.31%	\$10,217.00	\$10,217.00
San Augustine	8,865	0.10%	1	0.76%	\$20,543.00	\$20,543.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$26,850.00	\$26,850.00
San Patricio	64,804	0.73%	0.3	0.23%	\$22,116.00	\$22,116.00
San Saba	6,131	0.07%	0.7	0.53%	\$14,553.00	\$14,553.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$8,066.00	\$8,066.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$23,013.00	\$23,013.00
Sherman	3,034	0.03%	0.1	0.08%	\$2,639.00	\$2,639.00
Smith	209,714	2.35%	3.8	2.90%	\$118,746.00	\$118,746.00
Somervell	8,490	0.10%	0	0.00%	\$2,202.00	\$2,202.00
Starr	60,968	0.68%	1.5	1.14%	\$42,790.00	\$42,790.00
Stephens	9,630	0.11%	0	0.00%	\$2,498.00	\$2,498.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$4,774.00	\$4,774.00
Swisher	7,854	0.09%	0.2	0.15%	\$5,741.00	\$5,741.00
Taylor	131,506	1.48%	1.1	0.84%	\$54,480.00	\$54,480.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$5,133.00	\$5,133.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$10,180.00	\$10,180.00
Tom Green	110,224	1.24%	0.2	0.15%	\$32,293.00	\$32,293.00
Trinity	14,585	0.16%	0	0.00%	\$3,772.00	\$3,772.00
Tyler	21,766	0.24%	0.5	0.38%	\$14,905.00	\$14,905.00
Upshur	39,309	0.44%	0.9	0.69%	\$26,561.00	\$26,561.00
Upton	3,355	0.04%	0.1	0.08%	\$2,722.00	\$2,722.00
Uvalde	26,405	0.30%	0.4	0.31%	\$14,256.00	\$14,256.00
Val Verde	48,879	0.55%	0.4	0.31%	\$20,085.00	\$20,085.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$26,601.00	\$26,601.00
Victoria	86,793	0.97%	2.4	1.83%	\$65,032.00	\$65,032.00
Walker	67,861	0.76%	0.2	0.15%	\$21,305.00	\$21,305.00
Waller	43,205	0.49%	0.9	0.69%	\$27,873.00	\$27,873.00
Ward	10,658	0.12%	0.1	0.08%	\$4,616.00	\$4,616.00
Washington	33,718	0.38%	0.2	0.15%	\$12,449.00	\$12,449.00
Webb	250,304	2.81%	1.2	0.92%	\$83,551.00	\$83,551.00
Wharton	41,280	0.46%	1.6	1.22%	\$40,337.00	\$40,337.00
Wheeler	5,410	0.06%	0.1	0.08%	\$3,255.00	\$3,255.00
Wichita	131,500	1.48%	1.7	1.30%	\$63,910.00	\$63,910.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$12,770.00	\$12,770.00
Willacy	22,134	0.25%	1.6	1.22%	\$35,371.00	\$35,371.00
Wilson	42,918	0.48%	0	0.00%	\$11,132.00	\$11,132.00
Winkler	7,110	0.08%	0	0.00%	\$1,844.00	\$1,844.00
Wise	59,127	0.66%	0.5	0.38%	\$24,595.00	\$24,595.00
Wood	41,964	0.47%	0.3	0.23%	\$16,321.00	\$16,321.00
Yoakum	7,879	0.09%	0	0.00%	\$2,044.00	\$2,044.00
Young	18,550	0.21%	0.2	0.15%	\$8,515.00	\$8,515.00

Zapata	14,018	0.16%	0.1	0.08%	\$5,488.00	\$5,488.00
Zavala	11,677	0.13%	0	0.00%	\$3,029.00	\$3,029.00

FILED FOR RECORD
at 11:45 o'clock a M

#14,780 (2)

SEP 12 2017

INTERLOCAL AGREEMENT

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

This Interlocal Agreement (the "Agreement") is made by and between LUBBOCK COUNTY, TEXAS ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and HUNT COUNTY, TEXAS ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PROGRAM

1.01 Program Purpose and Term. The Regional Public Defender for Capital Cases (the "PD"), funded 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 Regions 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 \$3,000,000 in FY 18 and \$3,000,000 in FY19. Of this total, \$1,550,000 in FY18 and \$1,550,000 in FY19 consist of General Revenue appropriated by the 85th Texas Legislature. The remaining funds of \$1,450,000 in FY18 and \$1,450,000 in FY19 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 2018 and 2019; 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.

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NOV 28 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

In order to provide sustainable funding for the PD 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 177 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 177 participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2017, and continue through September 30, 2018. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2019, unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th 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 PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the PD 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 PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether 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 PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in writing by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable John L. Horn
County Judge
Hunt County
2500 Lee Street
Greenville, Texas 75401

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT.

PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD 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 PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 17 day of November, 2017.

COUNTY OF LUBBOCK

COUNTY OF HUNT

Thomas V. Head
Honorable Thomas V. Head
County Judge 11-17-17

John L. Horn
Honorable John L. Horn
County Judge

ATTEST:

ATTEST:

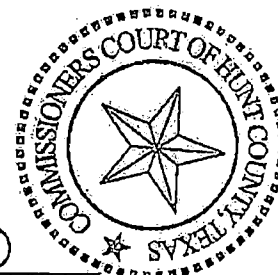
Kelly Pinion
Honorable Kelly Pinion
Lubbock County Clerk

Janice Lindorff
Hunt County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

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



REVIEWED FOR FORM:

REVIEWED FOR FORM:

A handwritten signature in black ink, appearing to read "R. Neal Burt", written over a horizontal line.

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

County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY18 Cost per County	FY19 Cost per County
Anderson	58,458	0.66%	0.9	0.69%	\$31,428.00	\$31,428.00
Andrews	14,786	0.17%	0.4	0.31%	\$11,243.00	\$11,243.00
Angelina	86,771	0.97%	1.3	0.99%	\$46,580.00	\$46,580.00
Aransas	23,158	0.26%	0.2	0.15%	\$9,671.00	\$9,671.00
Archer	9,054	0.10%	0.0	0.00%	\$2,348.00	\$2,348.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$22,760.00	\$22,760.00
Austin	28,417	0.32%	0.9	0.69%	\$24,037.00	\$24,037.00
Bailey	7,165	0.08%	0.6	0.46%	\$12,970.00	\$12,970.00
Bandera	20,485	0.23%	0.1	0.08%	\$7,165.00	\$7,165.00
Bastrop	74,171	0.83%	0.5	0.38%	\$28,138.00	\$28,138.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$37,153.00	\$37,153.00
Bell	310,235	3.48%	6	4.58%	\$191,578.00	\$191,578.00
Blanco	10,497	0.12%	0.2	0.15%	\$6,426.00	\$6,426.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$10,279.00	\$10,279.00
Bowie	92,565	1.04%	2.9	2.21%	\$75,048.00	\$75,048.00
Brazoria	313,166	3.52%	1.2	0.92%	\$98,105.00	\$98,105.00
Brazos	194,851	2.19%	2.7	2.06%	\$96,652.00	\$96,652.00
Brewster	9,232	0.10%	0	0.00%	\$2,395.00	\$2,395.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,871.00	\$1,871.00
Brown	38,106	0.43%	1.9	1.45%	\$45,069.00	\$45,069.00
Burleson	17,187	0.19%	0.5	0.38%	\$13,717.00	\$13,717.00
Burnet	42,750	0.48%	0.1	0.08%	\$12,940.00	\$12,940.00
Caldwell	38,066	0.43%	0.1	0.08%	\$11,725.00	\$11,725.00
Calhoun	21,381	0.24%	0.3	0.23%	\$11,101.00	\$11,101.00
Callahan	13,544	0.15%	0.1	0.08%	\$5,352.00	\$5,352.00
Camp	12,401	0.14%	0	0.00%	\$3,216.00	\$3,216.00
Carson	6,182	0.07%	0	0.00%	\$1,603.00	\$1,603.00
Cass	30,464	0.34%	0.5	0.38%	\$17,161.00	\$17,161.00
Castro	8,062	0.09%	0	0.00%	\$2,091.00	\$2,091.00
Chambers	35,096	0.39%	0.2	0.15%	\$12,807.00	\$12,807.00
Cherokee	50,845	0.57%	0.4	0.31%	\$20,414.00	\$20,414.00
Childress	7,041	0.08%	0	0.00%	\$1,826.00	\$1,826.00
Clay	10,752	0.12%	0.3	0.23%	\$8,344.00	\$8,344.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$4,159.00	\$4,159.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$7,266.00	\$7,266.00
Comal	108,472	1.22%	0.4	0.31%	\$34,879.00	\$34,879.00
Comanche	13,974	0.16%	0.2	0.15%	\$7,307.00	\$7,307.00
Concho	4,087	0.05%	0	0.00%	\$1,060.00	\$1,060.00
Cooke	38,437	0.43%	0.9	0.69%	\$26,338.00	\$26,338.00

Coryell	75,388	0.85%	0.8	0.61%	\$34,368.00	\$34,368.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,987.00	\$2,987.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,816.00	\$2,816.00
Crosby	6,059	0.07%	0.1	0.08%	\$3,423.00	\$3,423.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,739.00	\$1,739.00
Dawson	13,833	0.16%	0	0.00%	\$3,588.00	\$3,588.00
De Witt	20,097	0.23%	0	0.00%	\$5,213.00	\$5,213.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$6,876.00	\$6,876.00
Delta	5,231	0.06%	0.1	0.08%	\$3,204.00	\$3,204.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$4,445.00	\$4,445.00
Donley	3,677	0.04%	0.1	0.08%	\$2,806.00	\$2,806.00
Duval	11,782	0.13%	0	0.00%	\$3,056.00	\$3,056.00
Eastland	18,583	0.21%	0.1	0.08%	\$6,672.00	\$6,672.00
Ector	137,130	1.54%	3.8	2.90%	\$105,938.00	\$105,938.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$57,323.00	\$57,323.00
Erath	37,890	0.43%	1.2	0.92%	\$31,585.00	\$31,585.00
Falls	17,866	0.20%	0.8	0.61%	\$19,449.00	\$19,449.00
Fannin	33,915	0.38%	0.5	0.38%	\$18,056.00	\$18,056.00
Fayette	24,554	0.28%	0	0.00%	\$6,336.00	\$6,336.00
Fisher	3,974	0.04%	0	0.00%	\$1,031.00	\$1,031.00
Floyd	6,446	0.07%	0	0.00%	\$1,672.00	\$1,672.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$13,862.00	\$13,862.00
Freestone	19,816	0.22%	0.2	0.15%	\$8,843.00	\$8,843.00
Frio	17,217	0.19%	0.4	0.31%	\$11,873.00	\$11,873.00
Gaines	17,526	0.20%	0.8	0.61%	\$19,361.00	\$19,361.00
Galveston	291,309	3.27%	3.1	2.37%	\$132,965.00	\$132,965.00
Garza	6,461	0.07%	0	0.00%	\$1,676.00	\$1,676.00
Gillespie	24,837	0.28%	0	0.00%	\$6,442.00	\$6,442.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$3,722.00	\$3,722.00
Gonzales	19,807	0.22%	0.7	0.53%	\$17,946.00	\$17,946.00
Gray	22,535	0.25%	0.8	0.61%	\$20,660.00	\$20,660.00
Grayson	120,877	1.36%	1.9	1.45%	\$66,538.00	\$66,538.00
Gregg	121,730	1.37%	2	1.53%	\$66,767.00	\$66,767.00
Grimes	26,604	0.30%	0.2	0.15%	\$10,604.00	\$10,604.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$56,829.00	\$56,829.00
Hale	36,273	0.41%	0.5	0.38%	\$18,668.00	\$18,668.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$2,209.00	\$2,209.00
Hansford	5,613	0.06%	0.1	0.08%	\$3,308.00	\$3,308.00
Hardeman	4,139	0.05%	0	0.00%	\$1,074.00	\$1,074.00
Hardin	54,635	0.61%	0.7	0.53%	\$27,134.00	\$27,134.00
Harrison	65,631	0.74%	2.8	2.14%	\$66,581.00	\$66,581.00

Hartley	6,062	0.07%	0	0.00%	\$1,572.00	\$1,572.00
Haskell	5,899	0.07%	0	0.00%	\$1,528.00	\$1,528.00
Hays	157,107	1.76%	0.9	0.69%	\$55,910.00	\$55,910.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$32,872.00	\$32,872.00
Hill	35,089	0.39%	0.5	0.38%	\$18,360.00	\$18,360.00
Hackley	22,935	0.26%	0	0.00%	\$5,949.00	\$5,949.00
Hood	51,182	0.57%	0.6	0.46%	\$24,386.00	\$24,386.00
Hopkins	35,161	0.39%	0.4	0.31%	\$16,527.00	\$16,527.00
Houston	23,732	0.27%	0.4	0.31%	\$13,489.00	\$13,489.00
Howard	35,012	0.39%	0	0.00%	\$9,081.00	\$9,081.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$5,513.00	\$5,513.00
Hunt	86,129	0.97%	2.8	2.14%	\$74,191.00	\$74,191.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$11,301.00	\$11,301.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$2,346.00	\$2,346.00
Jackson	14,075	0.16%	0.3	0.23%	\$9,171.00	\$9,171.00
Jasper	35,710	0.40%	1.5	1.14%	\$36,368.00	\$36,368.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$133,756.00	\$133,756.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,375.00	\$1,375.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$42,971.00	\$42,971.00
Johnson	150,934	1.69%	1	0.76%	\$56,208.00	\$56,208.00
Jones	20,202	0.23%	1.1	0.84%	\$25,262.00	\$25,262.00
Karnes	14,824	0.17%	0	0.00%	\$3,845.00	\$3,845.00
Kaufman	103,350	1.16%	2.1	1.60%	\$65,695.00	\$65,695.00
Kendall	33,410	0.38%	0.2	0.15%	\$12,369.00	\$12,369.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$18,427.00	\$18,427.00
Kimble	4,607	0.05%	0.2	0.15%	\$4,899.00	\$4,899.00
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.53%	\$21,091.00	\$21,091.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$7,314.00	\$7,314.00
Lamar	49,793	0.56%	1.9	1.45%	\$47,005.00	\$47,005.00
Lamb	13,977	0.16%	0.1	0.08%	\$5,477.00	\$5,477.00
Lampasas	19,677	0.22%	0.4	0.31%	\$12,447.00	\$12,447.00
Lavaca	19,263	0.22%	0.5	0.38%	\$14,168.00	\$14,168.00
Lee	16,612	0.19%	0.1	0.08%	\$6,161.00	\$6,161.00
Leon	16,801	0.19%	0.1	0.08%	\$6,210.00	\$6,210.00
Liberty	75,643	0.85%	1.7	1.30%	\$50,025.00	\$50,025.00
Limestone	23,384	0.26%	0.9	0.69%	\$22,732.00	\$22,732.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,991.00	\$2,991.00
Llano	19,301	0.22%	0	0.00%	\$5,006.00	\$5,006.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00

Lubbock	278,831	3.13%	3	2.29%	\$127,877.00	\$127,877.00
Lynn	5,915	0.07%	0	0.00%	\$1,534.00	\$1,534.00
Madison	13,664	0.15%	0.8	0.61%	\$18,359.00	\$18,359.00
Marion	10,546	0.12%	0.1	0.08%	\$4,578.00	\$4,578.00
Martin	4,799	0.05%	0	0.00%	\$1,245.00	\$1,245.00
Mason	4,012	0.05%	0	0.00%	\$1,041.00	\$1,041.00
Matagorda	36,702	0.41%	1.1	0.84%	\$29,890.00	\$29,890.00
Maverick	54,258	0.61%	0	0.00%	\$13,916.00	\$13,916.00
McCulloch	8,283	0.09%	0	0.00%	\$2,148.00	\$2,148.00
McLennan	234,906	2.64%	3.7	2.82%	\$123,055.00	\$123,055.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$24,896.00	\$24,896.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$54,020.00	\$54,020.00
Millam	24,757	0.28%	0.4	0.31%	\$13,829.00	\$13,829.00
Mills	4,936	0.06%	0	0.00%	\$1,280.00	\$1,280.00
Mitchell	9,403	0.11%	0	0.00%	\$2,439.00	\$2,439.00
Montague	19,719	0.22%	0.8	0.61%	\$19,929.00	\$19,929.00
Moore	21,904	0.25%	0.3	0.23%	\$11,237.00	\$11,237.00
Morris	12,934	0.15%	0.2	0.15%	\$7,058.00	\$7,058.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$47,223.00	\$47,223.00
Navarro	47,735	0.54%	0.6	0.46%	\$23,492.00	\$23,492.00
Newton	14,445	0.16%	0.2	0.15%	\$7,450.00	\$7,450.00
Nolan	15,216	0.17%	0.2	0.15%	\$7,627.00	\$7,627.00
Ochiltree	10,223	0.11%	0	0.00%	\$2,652.00	\$2,652.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$33,702.00	\$33,702.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$23,696.00	\$23,696.00
Panola	23,796	0.27%	0.2	0.15%	\$9,834.00	\$9,834.00
Parker	116,927	1.31%	0.6	0.46%	\$41,439.00	\$41,439.00
Parmer	10,269	0.12%	0	0.00%	\$2,664.00	\$2,664.00
Pecos	15,507	0.17%	0.5	0.38%	\$13,281.00	\$13,281.00
Polk	45,413	0.51%	1.6	1.22%	\$41,409.00	\$41,409.00
Potter	121,073	1.36%	1.6	1.22%	\$61,033.00	\$61,033.00
Presidio	7,818	0.09%	0	0.00%	\$2,028.00	\$2,028.00
Rains	10,914	0.12%	0.6	0.46%	\$13,942.00	\$13,942.00
Randall	120,725	1.36%	1.6	1.22%	\$60,943.00	\$60,943.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,710.00	\$2,710.00
Red River	12,860	0.14%	0.5	0.38%	\$12,595.00	\$12,595.00
Reeves	13,783	0.15%	0.1	0.08%	\$5,427.00	\$5,427.00
Refugio	7,383	0.08%	0	0.00%	\$1,915.00	\$1,915.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$17,126.00	\$17,126.00
Rockwall	78,337	0.88%	0.3	0.23%	\$25,525.00	\$25,525.00
Runnels	10,501	0.12%	0	0.00%	\$2,724.00	\$2,724.00
Rusk	53,330	0.60%	2	1.53%	\$49,652.00	\$49,652.00

Sabine	10,834	0.12%	0.4	0.31%	\$10,217.00	\$10,217.00
San Augustine	8,865	0.10%	1	0.78%	\$20,543.00	\$20,543.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$26,850.00	\$26,850.00
San Patricio	64,804	0.73%	0.3	0.23%	\$22,116.00	\$22,116.00
San Saba	6,131	0.07%	0.7	0.53%	\$14,553.00	\$14,553.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$8,066.00	\$8,066.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$23,013.00	\$23,013.00
Sherman	3,034	0.03%	0.1	0.08%	\$2,639.00	\$2,639.00
Smith	209,714	2.35%	3.8	2.90%	\$118,746.00	\$118,746.00
Somervell	8,490	0.10%	0	0.00%	\$2,202.00	\$2,202.00
Starr	60,968	0.68%	1.5	1.14%	\$42,790.00	\$42,790.00
Stephens	9,630	0.11%	0	0.00%	\$2,498.00	\$2,498.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$4,774.00	\$4,774.00
Swisher	7,854	0.09%	0.2	0.15%	\$5,741.00	\$5,741.00
Taylor	131,506	1.48%	1.1	0.84%	\$54,480.00	\$54,480.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$5,133.00	\$5,133.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$10,180.00	\$10,180.00
Tom Green	110,224	1.24%	0.2	0.15%	\$32,293.00	\$32,293.00
Trinity	14,585	0.16%	0	0.00%	\$3,772.00	\$3,772.00
Tyler	21,766	0.24%	0.5	0.38%	\$14,905.00	\$14,905.00
Upshur	39,309	0.44%	0.9	0.69%	\$26,561.00	\$26,561.00
Upton	3,355	0.04%	0.1	0.08%	\$2,722.00	\$2,722.00
Uvalde	26,405	0.30%	0.4	0.31%	\$14,256.00	\$14,256.00
Val Verde	48,879	0.55%	0.4	0.31%	\$20,085.00	\$20,085.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$26,601.00	\$26,601.00
Victoria	86,793	0.97%	2.4	1.83%	\$65,032.00	\$65,032.00
Walker	67,861	0.76%	0.2	0.15%	\$21,305.00	\$21,305.00
Waller	43,205	0.49%	0.9	0.69%	\$27,873.00	\$27,873.00
Ward	10,658	0.12%	0.1	0.08%	\$4,616.00	\$4,616.00
Washington	33,718	0.38%	0.2	0.15%	\$12,449.00	\$12,449.00
Webb	250,304	2.81%	1.2	0.92%	\$83,551.00	\$83,551.00
Wharton	41,280	0.46%	1.6	1.22%	\$40,337.00	\$40,337.00
Wheeler	5,410	0.06%	0.1	0.08%	\$3,255.00	\$3,255.00
Wichita	131,500	1.48%	1.7	1.30%	\$63,910.00	\$63,910.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$12,770.00	\$12,770.00
Willacy	22,134	0.25%	1.8	1.22%	\$35,371.00	\$35,371.00
Wilson	42,918	0.48%	0	0.00%	\$11,132.00	\$11,132.00
Winkler	7,110	0.08%	0	0.00%	\$1,844.00	\$1,844.00
Wise	59,127	0.66%	0.5	0.38%	\$24,595.00	\$24,595.00
Wood	41,964	0.47%	0.3	0.23%	\$16,321.00	\$16,321.00
Yoakum	7,879	0.09%	0	0.00%	\$2,044.00	\$2,044.00
Young	18,550	0.21%	0.2	0.15%	\$8,515.00	\$8,515.00

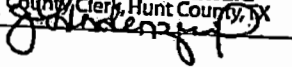
Zapata	14,018	0.16%	0.1	0.08%	\$5,488.00	\$5,488.00
Zavaia	11,677	0.13%	0	0.00%	\$3,029.00	\$3,029.00

14,780(3)

Erica Swicegood, MD
2201 Civic Circle, Suite 9
Amarillo, TX 79109
September 5, 2017

FILED FOR RECORD
at 11:45 o'clock a M

SEP 12 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 

Ms. Lowry,
Purchasing Agent
Hunt County
2507 Lee Street, Room 104
Greenville, TX 75401

RE: Your Letter of August 29 Concerning Renewal of Psychiatric Services Agreement

Dear Ms. Lowry:

It is my pleasure to offer an extension of our current agreement without change, for an additional twelve months beginning October 1, 2017.

I trust that this letter is sufficient for your needs. However, if there are other documents required by the county, please let me know at your convenience.

Sincerely,


Erica Swicegood, MD

14,780(4)

September 06, 2017

Cheryl Lowry, Purchasing Agent
2507 Lee St., Room 104
Greenville, TX. 75401
(P) 903-408-4292 (F) 903-408-4242

FILED FOR RECORD
at 11:45 o'clock a M

SEP 12 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: 

Re: Contract Renewal
Annual Physician Services for Hunt County Criminal Justice Center
Term: 10/15/2017 – 10/14/2018

Dear Ms. Lowry,

It would be my pleasure to offer to extend our current contract for an additional 12 months for Physician Services for Hunt County Criminal Justice Center. However, due to a recent increase in malpractice insurance for our Physician Assistant, this is to request a slight increase in the contracted fee in order to help defray the costs. Therefore, this is to request an increase from the current \$43,800 per year to \$46,900 per year, effective October 15, 2017.

If you have any questions or concerns, please feel free to contact me. It has been a pleasure working with all of you.

Sincerely,



Roxana Cruz, M.D., F.A.C.P.
Office: (903) 408-5800
Cell: (917) 392-6684

#14,780(5)



HoltCat
415 N. Walton Walker Blvd.
Irving, TX 75061

Prepared By: Shane
Date: 8/29/2017

PHONE #: _____

Estimate

Name <u>HUNT COUNTY PRCT.4</u>	Customer PO _____
Address _____	Contact <u>PHILLIP S.</u>
City _____ State _____ Zip _____	UNIT #: _____
Phone _____	W/O # _____
Cell _____	JOB# _____

FILED FOR RECORD
at 11:45 o'clock AM

SEP 12 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By Jennifer Lindenzweig

Description of Repair

ENGINE REMAN

Qty	Part No:	Description	Cost:	Parts Unit Price:	Parts Ext. Price:
1	10R-8767	REMAN MXS C-15 COMPLETE		34,337.18	34,337.18
1	CORE	CORE CHARGE **REMAN COMES WITH A 2YR/UNLIMITED MILE WARRANTY** ADDITION WARRANTY AVAILABLE FOR PURCHASE		14,379.08	14,379.08

Sub TI	
TAX	
CTY TX	
MTA TX	
Labor	
Total	

Customer Signature _____

MERCHANTS
BONDING COMPANYTM

#14,780(2)

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Hunt } ss.
KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. TX 823927

That we, CHERYL LOWRY, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hunt County, his successors in office, in the sum of Five Thousand Dollars (\$5,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the _____ day of _____, duly Appointed to the office of Purchasing Agent in and for Hunt County in the State of Texas, for a term beginning the 16th day of September, 2017 and ending the 16th day of September, 2019.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall "faithfully perform the duties of the office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this _____ 1st day of July, 2017

CHERYL LOWRY

[Signature]

Principal

CHERYL LOWRY

MERCHANTS BONDING COMPANY (Mutual)

By *[Signature]*

Julie E Grimes Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of HUNT } ss.

Before me, Nina Ackenback, a notary public, on this day personally appeared

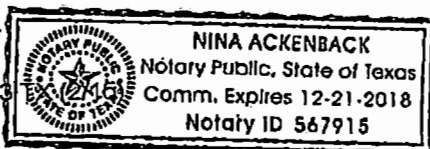
CHERYL LOWRY

known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 2507 Lee, Greenville, TX 75403
this 18th day of August, 2017

SEAL



PO 0123

Nina Ackenback
HUNT County, Texas.