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INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **WISE 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 Multi-Year Discretionary Grant Program Funds in the amount of $1,300,000 for FY16 and $1,300,000 for FY17 as appropriated by the 84th Texas Legislature, and cost-sharing commensurate with all eligible counties applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD in the amount of $2,230,400 for FY16 and the amount of $1,194,188 for FY17 in addition to the legislative appropriation heretofore described in the paragraph above. It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years

2016 and 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the PD office and a fund balance for emergency situations, counties in the region 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 240 eligible counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 240 eligible counties (50%).

The Interlocal Agreements shall become effective October 1, 2015, and continue through September 30, 2016. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2017, unless otherwise 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 which prevents acceptance of an appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.

1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.

1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.

1.05 **Data for the Analysis.** As consideration for its 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 person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

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

And:

Jack Stoffregen
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable J.D. Clark
County Judge
Wise County
P.O. Box 393
Decatur, Texas 76234

2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.

2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.

2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.

2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.09 **Withdrawal by Party.**

(a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.

(b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any

cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by the PD office 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 WISE
_____	_____
Honorable Thomas V. Head County Judge	Honorable J.D. Clark County Judge
ATTEST:	ATTEST:
_____	_____
Honorable Kelly Pinion Lubbock County Clerk	Wise County Clerk
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
_____	_____
Jack Stoffregen Chief Public Defender Regional Public Defender for Capital Cases	

REVIEWED FOR FORM:

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

REVIEWED FOR FORM:

County	2010 Pop	% Total Population	Avg cases per yr	%Total Cases	FY16	FY17
Anderson	58,458	0.66%	0.9	0.69%	$20,828.82	$20,828.82
Andrews	14,786	0.17%	0.4	0.31%	$7,307.91	$7,307.91
Angelina	86,771	0.97%	1.3	1.00%	$30,492.07	$30,492.07
Aransas	23,158	0.26%	0.2	0.15%	$6,398.97	$6,398.97
Archer	9,054	0.10%	0.0	0.00%	$1,576.49	$1,576.49
Armstrong	1,901	0.02%	0	0.00%	$1,000.00	$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	$14,919.98	$14,919.98
Austin	28,417	0.32%	0.9	0.69%	$15,598.06	$15,598.06
Bailey	7,165	0.08%	0.6	0.46%	$8,347.62	$8,347.62
Bandera	20,485	0.23%	0.1	0.08%	$4,750.21	$4,750.21
Bastrop	74,171	0.83%	0.5	0.38%	$18,831.42	$18,831.42
Baylor	3,726	0.04%	0	0.00%	$1,000.00	$1,000.00
Bee	31,861	0.36%	1.6	1.23%	$24,481.11	$24,481.11
Bell	310,235	3.48%	6	4.62%	$125,018.81	$125,018.81
Blanco	10,497	0.12%	0.2	0.15%	$4,194.43	$4,194.43
Borden	641	0.01%	0	0.00%	$1,000.00	$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	$6,721.11	$6,721.11
Bowie	92,565	1.04%	2.9	2.23%	$50,434.37	$50,434.37
Brazoria	313,166	3.52%	1.2	0.92%	$68,728.81	$68,728.81
Brazos	194,851	2.19%	2.7	2.08%	$65,877.81	$65,877.81
Brewster	9,232	0.10%	0	0.00%	$1,607.48	$1,607.48
Briscoe	1,637	0.02%	0	0.00%	$1,000.00	$1,000.00
Brooks	7,223	0.08%	0	0.00%	$1,257.67	$1,257.67
Brown	38,106	0.43%	1.9	1.46%	$29,118.52	$29,118.52
Burleson	17,187	0.19%	0.5	0.38%	$8,909.32	$8,909.32
Burnet	42,750	0.48%	0.1	0.08%	$8,627.01	$8,627.01
Caldwell	38,066	0.43%	0.1	0.08%	$7,811.42	$7,811.42
Calhoun	21,381	0.24%	0.3	0.23%	$7,272.90	$7,272.90
Callahan	13,544	0.15%	0.1	0.08%	$3,541.63	$3,541.63
Camp	12,401	0.14%	0	0.00%	$2,159.27	$2,159.27
Carson	6,182	0.07%	0	0.00%	$1,076.41	$1,076.41
Cass	30,464	0.34%	0.5	0.38%	$11,221.12	$11,221.12
Castro	8,062	0.09%	0	0.00%	$1,403.76	$1,403.76
Chambers	35,096	0.39%	0.2	0.15%	$8,477.63	$8,477.63
Cherokee	50,845	0.57%	0.4	0.31%	$13,586.54	$13,586.54
Childress	7,041	0.08%	0	0.00%	$1,225.98	$1,225.98
Clay	10,752	0.12%	0.3	0.23%	$5,422.17	$5,422.17

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%	$2,732.15	$2,732.15
Collingsworth	3,057	0.03%	0	0.00%	$1,000.00	$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	$4,817.94	$4,817.94
Comal	108,472	1.22%	0.4	0.31%	$23,620.60	$23,620.60
Comanche	13,974	0.16%	0.2	0.15%	$4,799.85	$4,799.85
Concho	4,087	0.05%	0	0.00%	$1,000.00	$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	$17,342.75	$17,342.75
Coryell	75,388	0.85%	0.8	0.62%	$22,593.35	$22,593.35
Cottle	1,505	0.02%	0	0.00%	$1,000.00	$1,000.00
Crane	4,375	0.05%	0.1	0.08%	$1,945.12	$1,945.12
Crockett	3,719	0.04%	0.1	0.08%	$1,830.90	$1,830.90
Crosby	6,059	0.07%	0.1	0.08%	$2,238.34	$2,238.34
Culberson	2,398	0.03%	0	0.00%	$1,000.00	$1,000.00
Dallam	6,703	0.08%	0	0.00%	$1,167.13	$1,167.13
Dawson	13,833	0.16%	0	0.00%	$2,408.61	$2,408.61
De Witt	20,097	0.23%	0	0.00%	$3,499.31	$3,499.31
Deaf Smith	19,372	0.22%	0.1	0.08%	$4,556.41	$4,556.41
Delta	5,231	0.06%	0.1	0.08%	$2,094.17	$2,094.17
Dickens	2,444	0.03%	0	0.00%	$1,000.00	$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	$2,923.85	$2,923.85
Donley	3,677	0.04%	0.1	0.08%	$1,823.58	$1,823.58
Duval	11,782	0.13%	0	0.00%	$2,051.49	$2,051.49
Eastland	18,583	0.21%	0.1	0.08%	$4,419.03	$4,419.03
Ector	137,130	1.54%	3.8	2.92%	$68,844.13	$68,844.13
Edwards	2,002	0.02%	0	0.00%	$1,000.00	$1,000.00
Ellis	149,610	1.68%	1	0.77%	$37,883.62	$37,883.62
Erath	37,890	0.43%	1.2	0.92%	$20,797.53	$20,797.53
Falls	17,866	0.20%	0.8	0.62%	$12,577.57	$12,577.57
Fannin	33,915	0.38%	0.5	0.38%	$11,822.01	$11,822.01
Fayette	24,554	0.28%	0	0.00%	$4,275.36	$4,275.36
Fisher	3,974	0.04%	0	0.00%	$1,000.00	$1,000.00
Floyd	6,446	0.07%	0	0.00%	$1,122.38	$1,122.38
Foard	1,336	0.02%	0	0.00%	$1,000.00	$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	$8,946.60	$8,946.60
Freestone	19,816	0.22%	0.2	0.15%	$5,817.06	$5,817.06
Frio	17,217	0.19%	0.4	0.31%	$7,731.20	$7,731.20
Gaines	17,526	0.20%	0.8	0.62%	$12,518.37	$12,518.37
Galveston	291,309	3.27%	3.1	2.39%	$87,406.52	$87,406.52
Garza	6,461	0.07%	0	0.00%	$1,124.99	$1,124.99

Gillespie	24,837	0.28%	0	0.00%	$4,324.64	$4,324.64
Glasscock	1,226	0.01%	0	0.00%	$1,000.00	$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	$2,438.75	$2,438.75
Gonzales	19,807	0.22%	0.7	0.54%	$11,732.20	$11,732.20
Gray	22,535	0.25%	0.8	0.62%	$13,390.54	$13,390.54
Grayson	120,877	1.36%	1.9	1.46%	$43,530.67	$43,530.67
Gregg	121,730	1.37%	2	1.54%	$44,862.54	$44,862.54
Grimes	26,604	0.30%	0.2	0.15%	$6,998.99	$6,998.99
Guadalupe	131,533	1.48%	1.3	1.00%	$38,286.06	$38,286.06
Hale	36,273	0.41%	0.5	0.38%	$12,232.59	$12,232.59
Hall	3,353	0.04%	0	0.00%	$1,000.00	$1,000.00
Hamilton	8,517	0.10%	0	0.00%	$1,482.99	$1,482.99
Hansford	5,613	0.06%	0.1	0.08%	$2,160.68	$2,160.68
Hardeman	4,139	0.05%	0	0.00%	$1,000.00	$1,000.00
Hardin	54,635	0.61%	0.7	0.54%	$17,796.48	$17,796.48
Harrison	65,631	0.74%	2.8	2.15%	$44,561.26	$44,561.26
Hartley	6,062	0.07%	0	0.00%	$1,055.52	$1,055.52
Haskell	5,899	0.07%	0	0.00%	$1,027.14	$1,027.14
Hays	157,107	1.76%	0.9	0.69%	$38,005.66	$38,005.66
Hemphill	3,807	0.04%	0	0.00%	$1,000.00	$1,000.00
Henderson	78,532	0.88%	0.7	0.54%	$21,957.44	$21,957.44
Hill	35,089	0.39%	0.5	0.38%	$12,026.43	$12,026.43
Hockley	22,935	0.26%	0	0.00%	$3,993.46	$3,993.46
Hood	51,182	0.57%	0.6	0.46%	$16,011.90	$16,011.90
Hopkins	35,161	0.39%	0.4	0.31%	$10,855.62	$10,855.62
Houston	23,732	0.27%	0.4	0.31%	$8,865.60	$8,865.60
Howard	35,012	0.39%	0	0.00%	$6,096.32	$6,096.32
Hudspeth	3,476	0.04%	0.25	0.19%	$3,563.60	$3,563.60
Hunt	86,129	0.97%	2.8	2.15%	$48,130.39	$48,130.39
Hutchinson	22,150	0.25%	0.3	0.23%	$7,406.80	$7,406.80
Irion	1,599	0.02%	0	0.00%	$1,000.00	$1,000.00
Jack	9,044	0.10%	0	0.00%	$1,574.75	$1,574.75
Jackson	14,075	0.16%	0.3	0.23%	$6,000.77	$6,000.77
Jasper	35,710	0.40%	1.5	1.15%	$23,967.96	$23,967.96
Jeff Davis	2,342	0.03%	0	0.00%	$1,000.00	$1,000.00
Jefferson	252,273	2.83%	4.1	3.16%	$92,442.95	$92,442.95
Jim Hogg	5,300	0.06%	0	0.00%	$1,000.00	$1,000.00
Jim Wells	40,838	0.46%	1.8	1.39%	$28,410.88	$28,410.88
Johnson	150,934	1.69%	1	0.77%	$38,114.16	$38,114.16
Jones	20,202	0.23%	1.1	0.85%	$16,534.34	$16,534.34
Karnes	14,824	0.17%	0	0.00%	$2,581.17	$2,581.17

Kaufman	103,350	1.16%	2.1	1.62%	$42,845.54	$42,845.54
Kendall	33,410	0.38%	0.2	0.15%	$8,184.06	$8,184.06
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%	$12,190.77	$12,190.77
Kimble	4,607	0.05%	0.2	0.15%	$3,168.86	$3,168.86
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	0.54%	$13,865.87	$13,865.87
Knox	3,719	0.04%	0	0.00%	$1,000.00	$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	$4,749.02	$4,749.02
Lamar	49,793	0.56%	1.9	1.46%	$31,153.47	$31,153.47
Lamb	13,977	0.16%	0.1	0.08%	$3,617.03	$3,617.03
Lampasas	19,677	0.22%	0.4	0.31%	$8,159.54	$8,159.54
Lavaca	19,263	0.22%	0.5	0.38%	$9,270.79	$9,270.79
Lee	16,612	0.19%	0.1	0.08%	$4,075.84	$4,075.84
Leon	16,801	0.19%	0.1	0.08%	$4,108.74	$4,108.74
Liberty	75,643	0.85%	1.7	1.31%	$33,287.81	$33,287.81
Limestone	23,384	0.26%	0.9	0.69%	$14,721.71	$14,721.71
Lipscomb	3,302	0.04%	0	0.00%	$1,000.00	$1,000.00
Live Oak	11,531	0.13%	0	0.00%	$2,007.79	$2,007.79
Llano	19,301	0.22%	0	0.00%	$3,360.71	$3,360.71
Loving	82	0.00%	0	0.00%	$1,000.00	$1,000.00
Lubbock	278,831	3.13%	3	2.31%	$84,050.50	$84,050.50
Lynn	5,915	0.07%	0	0.00%	$1,029.92	$1,029.92
Madison	13,664	0.15%	0.8	0.62%	$11,845.91	$11,845.91
Marion	10,546	0.12%	0.1	0.08%	$3,019.62	$3,019.62
Martin	4,799	0.05%	0	0.00%	$1,000.00	$1,000.00
Mason	4,012	0.05%	0	0.00%	$1,000.00	$1,000.00
Matagorda	36,702	0.41%	1.1	0.85%	$19,407.33	$19,407.33
Maverick	54,258	0.61%	0	0.00%	$9,447.45	$9,447.45
McCulloch	8,283	0.09%	0	0.00%	$1,442.24	$1,442.24
McLennan	234,906	2.64%	3.7	2.85%	$84,685.63	$84,685.63
McMullen	707	0.01%	0	0.00%	$1,000.00	$1,000.00
Medina	46,006	0.52%	0.7	0.54%	$16,293.99	$16,293.99
Menard	2,242	0.03%	0	0.00%	$1,000.00	$1,000.00
Midland	136,872	1.54%	1	0.77%	$35,665.67	$35,665.67
Milam	24,757	0.28%	0.4	0.31%	$9,044.07	$9,044.07
Mills	4,936	0.06%	0	0.00%	$1,000.00	$1,000.00
Mitchell	9,403	0.11%	0	0.00%	$1,637.26	$1,637.26
Montague	19,719	0.22%	0.8	0.62%	$12,900.21	$12,900.21

Moore	21,904	0.25%	0.3	0.23%	$7,363.96	$7,363.96
Morris	12,934	0.15%	0.2	0.15%	$4,618.76	$4,618.76
Motley	1,210	0.01%	0	0.00%	$1,000.00	$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.31%	$31,351.76	$31,351.76
Navarro	47,735	0.54%	0.6	0.46%	$15,411.70	$15,411.70
Newton	14,445	0.16%	0.2	0.15%	$4,881.86	$4,881.86
Nolan	15,216	0.17%	0.2	0.15%	$5,016.10	$5,016.10
Ochiltree	10,223	0.11%	0	0.00%	$1,780.04	$1,780.04
Oldham	2,052	0.02%	0	0.00%	$1,000.00	$1,000.00
Orange	81,837	0.92%	0.7	0.54%	$22,532.91	$22,532.91
Palo Pinto	28,111	0.32%	0.9	0.69%	$15,544.78	$15,544.78
Panola	23,796	0.27%	0.2	0.15%	$6,510.06	$6,510.06
Parker	116,927	1.31%	0.6	0.46%	$27,459.47	$27,459.47
Parmer	10,269	0.12%	0	0.00%	$1,788.05	$1,788.05
Pecos	15,507	0.17%	0.5	0.38%	$8,616.79	$8,616.79
Polk	45,413	0.51%	1.6	1.23%	$26,840.80	$26,840.80
Potter	121,073	1.36%	1.6	1.23%	$40,014.78	$40,014.78
Presidio	7,818	0.09%	0	0.00%	$1,361.28	$1,361.28
Rains	10,914	0.12%	0.6	0.46%	$9,000.40	$9,000.40
Randall	120,725	1.36%	1.6	1.23%	$39,954.19	$39,954.19
Reagan	3,367	0.04%	0	0.00%	$1,000.00	$1,000.00
Real	3,309	0.04%	0.1	0.08%	$1,759.51	$1,759.51
Red River	12,860	0.14%	0.5	0.38%	$8,155.90	$8,155.90
Reeves	13,783	0.15%	0.1	0.08%	$3,583.25	$3,583.25
Refugio	7,383	0.08%	0	0.00%	$1,285.53	$1,285.53
Roberts	929	0.01%	0	0.00%	$1,000.00	$1,000.00
Robertson	16,622	0.19%	0.7	0.54%	$11,177.62	$11,177.62
Rockwall	78,337	0.88%	0.3	0.23%	$17,190.12	$17,190.12
Runnels	10,501	0.12%	0	0.00%	$1,828.44	$1,828.44
Rusk	53,330	0.60%	2	1.54%	$32,952.68	$32,952.68
Sabine	10,834	0.12%	0.4	0.31%	$6,619.79	$6,619.79
San Augustine	8,865	0.10%	1	0.77%	$13,376.99	$13,376.99
San Jacinto	26,384	0.30%	1.1	0.85%	$17,610.75	$17,610.75
San Patricio	64,804	0.73%	0.3	0.23%	$14,833.75	$14,833.75
San Saba	6,131	0.07%	0.7	0.54%	$9,350.92	$9,350.92
Schleicher	3,461	0.04%	0	0.00%	$1,000.00	$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	$5,312.98	$5,312.98
Shackelford	3,378	0.04%	0	0.00%	$1,000.00	$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	$15,081.09	$15,081.09
Sherman	3,034	0.03%	0.1	0.08%	$1,711.62	$1,711.62
Smith	209,714	2.35%	3.8	2.92%	$81,482.52	$81,482.52

Somervell	8,490	0.10%	0	0.00%	$1,478.29	$1,478.29
Starr	60,968	0.68%	1.5	1.15%	$28,365.91	$28,365.91
Stephens	9,630	0.11%	0	0.00%	$1,676.78	$1,676.78
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%	$3,085.45	$3,085.45
Swisher	7,854	0.09%	0.2	0.15%	$3,734.23	$3,734.23
Taylor	131,506	1.48%	1.1	0.85%	$35,914.68	$35,914.68
Terrell	984	0.01%	0	0.00%	$1,000.00	$1,000.00
Terry	12,651	0.14%	0.1	0.08%	$3,386.14	$3,386.14
Throckmorton	1,641	0.02%	0	0.00%	$1,000.00	$1,000.00
Titus	32,334	0.36%	0.1	0.08%	$6,813.36	$6,813.36
Tom Green	110,224	1.24%	0.2	0.15%	$21,558.97	$21,558.97
Trinity	14,585	0.16%	0	0.00%	$2,539.55	$2,539.55
Tyler	21,766	0.24%	0.5	0.38%	$9,706.62	$9,706.62
Upshur	39,309	0.44%	0.9	0.69%	$17,494.58	$17,494.58
Upton	3,355	0.04%	0.1	0.08%	$1,767.52	$1,767.52
Uvalde	26,405	0.30%	0.4	0.31%	$9,331.02	$9,331.02
Val Verde	48,879	0.55%	0.4	0.31%	$13,244.21	$13,244.21
Van Zandt	52,579	0.59%	0.7	0.54%	$17,438.48	$17,438.48
Victoria	86,793	0.97%	2.4	1.85%	$43,512.64	$43,512.64
Walker	67,861	0.76%	0.2	0.15%	$14,182.69	$14,182.69
Waller	43,205	0.49%	0.9	0.69%	$18,172.96	$18,172.96
Ward	10,658	0.12%	0.1	0.08%	$3,039.12	$3,039.12
Washington	33,718	0.38%	0.2	0.15%	$8,237.69	$8,237.69
Webb	250,304	2.81%	1.2	0.92%	$57,783.22	$57,783.22
Wharton	41,280	0.46%	1.6	1.23%	$26,121.16	$26,121.16
Wheeler	5,410	0.06%	0.1	0.08%	$2,125.33	$2,125.33
Wichita	131,500	1.48%	1.7	1.31%	$43,013.68	$43,013.68
Wilbarger	13,535	0.15%	0.5	0.38%	$8,273.43	$8,273.43
Willacy	22,134	0.25%	0.5	0.38%	$9,820.78	$9,820.78
Wilson	42,918	0.48%	0	0.00%	$7,472.92	$7,472.92
Winkler	7,110	0.08%	0	0.00%	$1,238.00	$1,238.00
Wise	59,127	0.66%	0.5	0.38%	$16,211.94	$16,211.94
Wood	41,964	0.47%	0.3	0.23%	$10,856.83	$10,856.83
Yoakum	7,879	0.09%	0	0.00%	$1,371.90	$1,371.90
Young	18,550	0.21%	0.2	0.15%	$5,596.62	$5,596.62
Zapata	14,018	0.16%	0.1	0.08%	$3,624.17	$3,624.17
Zavala	11,677	0.13%	0	0.00%	$2,033.21	$2,033.21

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October 1st, 2015

RE: Fire Hydrant Meter @ Pecan & Hickory

Wise County Precinct #1
Attn: Danny White

The city agrees to waive the $1850.00 meter deposit fee for a fire hydrant meter. Any damage to the meter or theft of the meter will be charged to Wise County Precinct #1.

The city also agrees to waive the $70.00 base charge and charge only for usage at the city's cost of $5.25 per 1000 gallons on a monthly basis.

Please sign below acknowledging your agreement to these terms.

Danny White
Wise County Precinct #1 Representative

Michelle Pittman 10/1/15
Mayor – City of Rhome

* City will put lock on meter lid.
Angie Young