

**NOTICE OF REGULAR MEETING OF THE
COMMISSIONERS COURT OF THROCKMORTON COUNTY, TEXAS**

Notice is hereby given that a regular meeting of the above named Commissioners Court will be held on Monday, the 10th day of July 2023 at 09:00 A.M., at 101 N. Minter , Throckmorton, Texas, at which time the following subjects will be discussed, to-wit:

1. Call meeting to order.
2. Read and approve minutes of previous meeting.
3. Hospital reports/approve hospital bills.
4. Citizens Comments.
5. Discuss and take any action on approving official Court Reporter salary for 2024.
6. Discuss and take any action on Memorandum of Agreement between Throckmorton County and Helen Farabee Centers.
7. Discuss and take any action on Interlocal Agreement with the Regional Public Defender for Capital Cases.
8. Discuss and take any action regarding settlement terms with Walgreens, CVS and Walmart defendants, and authorizing the County Judge or other authorized officials to execute the Settlement participation and release forms regarding statewide settlement offers in the matter of Texas statewide opioid multi-district litigation for the County in the matter of *In Re: National Prescription Opiate Litigation*, MDL No. 1:17-md-022804.
9. Discuss and take any action on approving bids for Community Closet Project.
10. Elected officials report.
11. Approve and pay bills.
12. Executive Session pursuant to Texas Government Code
 - A. 551.071: Consultation with attorney
 - B. 551.072: Deliberation regarding real property
 - C. 551.073: Deliberation regarding a prospective gift
 - D. 551.074: Personnel matters
13. Adjourn.

Commissioners Court of Throckmorton County, Texas

Hayley Biles

Agenda Clerk

FILED FOR RECORD

at 8:09 o'clock AM

JUL 07 2023

Diana Moore
CLERK COURT
THROCKMORTON, TX

COMMISSIONER'S COURT

Regular Meeting

Throckmorton County Commissioners' Court met in Regular Session on Tuesday the 10th day of July, 2023, at 9:00 A.M., at 105 North Minter, Throckmorton, Texas, with the following members present:

Casey Wells, Commissioner Pct. 1

Kasey Hibbitts, Commissioner Pct. 2

Greg Brockman, Commissioner Pct. 3

Klay Mitchell, Commissioner Pct. 4 (absent)

Caleb Hodges, County Judge

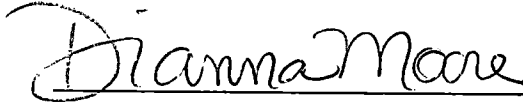
Dianna Moore, County Clerk

Others present: Michelle Clark, and Doc Wigington

1. Caleb Hodges called meeting to order at 9:00 A.M. and welcomed guest. Commissioner Mitchell absent.
2. Minutes from the previous meeting were reviewed. Kasey Hibbitts made the motion with Greg Brockman seconding to approve the minutes with a correction on line item #5, Caleb asked to add taxes and fees. Motion carried 4-0.
3. No action
4. Citizen's Comments: no comments made.
5. Casey Wells made the motion with Greg Brockman seconding to approve the District's Court Reporter's Salary for 2024. The order is attached. Motion carried 4-0.
6. Casey Wells made the motion with Kasey Hibbitts seconding to approve the Memorandum of Agreement between Throckmorton County and Helen Farabee Center's. The agreement is attached. Motion carried 4-0.
7. Casey Wells made the motion with Caleb Hodges seconding to approve the Interlocal Agreement with the Regional Public Defender for Capital Cases. See attached agreement. Motion carried 4-0.
8. Kasey Hibbitts made the motion with Casey Wells seconding to approve the action regarding the settlement terms with Walgreens, CVS, and Walmart defendants, and authorizing the County Judge to execute the Settlement participation and release forms regarding statewide settlement offers in the matter of Texas statewide opioid multi-district litigation for the County in the matter of In Re: National Prescription Opiate Litigation, MDL No. 1:17-md-022804. Motion carried 4-0.
9. Casey Wells made the motion with Kasey Hibbitts seconding to do some remodeling of the Community Closet. Motion carried 4-0.
10. Elected Officials Report: Caleb Hodge's reported that the old Nursing Home has been closed on and purchased by the County. Wade Overton is working on a ramp for the Senior Citizen's Building and will donate the ramp. Caleb also stated that Budget sheets will be ready to pick up on Friday.
11. The bills were reviewed. Kasey Hibbitts made the motion with Greg Brockman seconding to approve and pay the bills. Motion carried 4-0.
12. No closed session was held.

13. Casey Wells made the motion and seconded by Kasey Hibbitts to adjourn at 9:16 a.m. Motion carried 4-0.

Witnessed my hand AND approved this the 24th day of July 2023.



ATTEST: County Clerk



County Judge

THROCKMORTON COUNTY
COMMISSIONER'S COURT

Throckmorton County Commissioner's Court Regular Meeting
July 10, 2023

101 North Minter Ave, Throckmorton, Texas 76483
Throckmorton County Courtroom

THE STATE OF TEXAS

IN THE 39TH JUDICIAL DISTRICT
OF TEXAS

FILED FOR RECORD

at o'clock m.

ORDER FOR SALARY OF OFFICIAL COURT REPORTER

JUN 29 2023
Diana Moore
CLERK COURT
THROCKMORTON, TX

It is ORDERED, ADJUDGED and DECREED by the District Judge of the 39th Judicial District of Texas, that the salary of the Official Court Reporter for the 39th Judicial District of Texas be and the same is hereby fixed at the sum of \$54,700.00 per annum, effective as of October 1, 2023, to be paid by the counties of said Judicial District in twelve (12) equal monthly installments, each county to pay its proportionate part of said salary according to the population as shown by the Federal Census as follows: HASKELL COUNTY, 61.18% of the population of the District; THROCKMORTON COUNTY, 16.26% of the population of the District; STONEWALL COUNTY, 14.06% of the population of the District; KENT COUNTY, 8.5% of the population of the District.

IT IS ORDERED that each county shall pay according to the population as shown by the Federal Census as stated above in twelve (12) equal monthly installments. The yearly payment of each county shall be as follows: HASKELL COUNTY – \$33,465.46; THROCKMORTON COUNTY – \$8,894.22; STONEWALL COUNTY – \$7,690.82; and KENT COUNTY – \$4,649.50.

It is further ORDERED, that the District Clerk of each county in this Judicial District record this ORDER in the Minutes of the District Court and same shall be public record and open for inspection.

It is further ORDERED, that a copy of such ORDER shall be filed with each of the Commissioner's Courts of the counties of the 39th Judicial District of Texas.

Signed this 28th day of June, 2023.

SH

DISTRICT JUDGE
39TH JUDICIAL DISTRICT OF
TEXAS



Helen Farabee
CENTERS
— a commitment to caring —

Wichita Falls Administrative Office
P. O. Box 8266, Wichita Falls, TX 76307-8266
1000 Brook Street, Wichita Falls, TX 76301
Phone (940) 397-3100
Fax (940) 397-3150
www.helenfarabee.org

June 30, 2023

Throckmorton County
Honorable Judge Caleb Hodges
P. O. Box 700
Throckmorton, TX 76483

Dear Judge Hodges,

On behalf of Helen Farabee Centers, thank you for Throckmorton County's continual support of Helen Farabee Centers' services.

Following is the Fiscal Year 2024 Memorandum of Agreement (MOA) between Throckmorton County and Helen Farabee Centers. Please sign electronically where prompted. The system will auto send to our Executive Director. Upon completion of our ED's signature I will receive the fully executed MOA at which time I will email you a copy for your records.

In the past, Throckmorton County has fulfilled their annual contribution of \$1,320.00 in one lump sum payment. **Please consider this your invoice for the total amount, due by October 31, 2023.**
Please note, Checks should be made payable to: Helen Farabee Centers

Please feel free to contact me by phone or at dovea@helenfarabee.org if any questions arise now or throughout the year.

Again, thank you for your support.

Sincerely,

Angela Dove
Contracts Manager

**MEMORANDUM OF AGREEMENT (MOA)
Inter-local Government Agreement**

Helen Farabee Centers

is a non-profit governmental entity headquartered in Wichita Falls, Texas, established in TITLE 7. Mental Health and Intellectual Disability, Subtitle A. Chapter 534 Subchapter A. of the Texas Health and Safety Code. Helen Farabee Centers provides community-based services to adults and children residing in the counties of: Archer, Baylor, Childress, Clay, Cottle, Dickens, Foard, Hardeman, Haskell, Jack, King, Knox, Montague, Stonewall, Throckmorton, Wichita, Wilbarger, Wise, and Young.

This Memorandum of Agreement (MOA) is effective as referenced above, by and between:

Helen Farabee Centers (“Center”)
P. O. Box 8266
Wichita Falls, TX 76307
acting by and through its Executive Director

and

Throckmorton County (“Agency”)
P.O. Box 700
Throckmorton, TX 76483
acting by and through its role as a Sponsoring Agency of the Center per the Interlocal Governmental Agreement effective September 1, 1998.

This MOA sets forth the terms and conditions under which the Center will provide Public Behavioral Health and Intellectual Disability Services pursuant to the authority contained in the Texas Health and Safety Code, Section 534.

Agency agrees to:

1. Allow the Helen Farabee Centers to supervise and administer Behavioral Health Services at Center’s location(s) in compliance with appropriate standards.
2. Register any complaints or questions with:
Contracts Manager, Angela Dove
940.397.3116 or dovea@helenfarabee.org
or
Executive Director, Gianna Harris 940.397.3101

or by mail at
P. O. Box 8266
Wichita Falls, TX 76307

3. Contribute support for Center’s services made available for Agency’s residents, as follows:

a) Cash contribution in the amount of:

- 1) \$1,320.00
- 2) to be paid to the Center in one lump sum
- 3) Checks should be made payable to: Helen Farabee Centers

and/or

b) in-kind contribution, as follows:

- 1) No in-kind contribution at this time.

The total value of cash contribution and in-kind support from Agency to Center is:

\$1,320.00

Center agrees to:

1. Provide sufficient staff to offer Behavioral Health Services at Center’s location(s). All services will be in compliance with the standards set forth in Texas Department of State Health Services Rules and Community Standards.
2. Furnish all staff and program monies to support local service delivery including staff training, travel monies, cost for medications, laboratory, and other medical supplies, telephone costs to Helen Farabee Centers and other phone calls for administrative purposes, telephone line(s) for facsimile communication, computer support and equipment, and other supplies as may be deemed necessary.
3. Provide services in or from other locations, including:
 - a) Crisis Hotline for all local residents,
 - b) residential options,
 - c) laboratory testing,
 - d) psychological testing as deemed necessary,
 - e) continuity of care/discharge planning for those hospitalized, and
 - f) all other available services provided by Center, upon eligibility.
4. Continually promote and upgrade communications and services allowing both the Community and Center to offer quality services to residents of Center’s catchment area.

It is mutually agreed that:

1. Fees charged and collected from residents for services shall be retained by Center. No one is refused services solely on inability to pay.
2. This Agreement shall be a continuing until either party desires to revise or cancel the agreement.
3. A review of this agreement will be conducted annually for the purpose of making revisions that might be required; either party may request an additional review at any time.
4. This agreement may be canceled by either party by giving written notice to the other party thirty (30) days in advance.

Correspondence regarding this Agreement should be directed to:

Throckmorton County
Judge Caleb Hodges
Caleb.hodges@throckmortoncounty.org
940.849.3081

Center
Angela Dove, Contracts Manager
dovea@helenfarabee.org
940.397.3116

Duly authorized signatories for each party:

Agency

Helen Farabee Centers



Signature

Signature – Gianna Harris

County Judge

Title

Executive Director

07/10/23

Date

Date

**REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES**

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)696-3750



CHIEF PUBLIC DEFENDER
Edward Ray Keith Jr.
DEPUTY PUBLIC DEFENDER
Keri Mallon

CHIEF FINANCIAL OFFICER
Amy Sharb
SYSTEM ADMINISTRATOR
Elaine Nauert

Honorable Caleb Hodges
County Judge
County of Throckmorton
PO Box 700
Throckmorton, Texas 76483

Via email: caleb.hodges@throckmortoncounty.org

RE: FY2024/25 Interlocal Agreement

Honorable Judge Carrington:

The current Interlocal Agreement expires September 30, 2023. Enclosed is the new Interlocal Agreement for the FY2024/25 biennium. The Interlocal begins October 1, 2023 and expires September 30, 2024; it will automatically renew on October 1, 2024 and expire September 30, 2025.

The factors that were used to calculate the updated allocations are the 2020 census numbers and the latest ten-year capital case data reported by your District Clerk (Oct. 1, 2010-Sep. 30, 2020).

In addition, our Board of Directors, adopted the Application for Appointment of Legal Counsel from the Regional Public Defender Office to be submitted by the appointing District Judge with the Order Appointing.

The signed Interlocal is due back to us by September 30, 2023 and payment is due 30 days after. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Ray Keith, Jr.", with a stylized flourish at the end.

Edward Ray Keith, Jr.

Angleton
(979)266-7613

Austin
(512)756-4621

Lubbock
(806)641-8407

San Angelo
(325)617-5405

San Antonio
(210)886-8789

Terrell
(972)551-0100

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **THROCKMORTON COUNTY, TEXAS** ("Participant"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

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

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

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

WHEREAS, the performance of this Agreement by RPDO and Participant will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

- 1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "RPDO"), funded in part by the Texas Indigent Defense Commission ("TIDC") Multi-Year Discretionary Grant Program Funds and in part by Program Participants, 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 be represented by the State Counsel for 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.

A participating county's costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county's population; (iii) the number of counties participating in the Program; (iv) a participating county's population as a percentage of the total population of all participating counties; and (iv) the average number of capital

murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2023 and continue through September 30, 2024. Thereafter, the agreements shall renew automatically on October 1st for one successive one-year term through September 30, 2025, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.
- 1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: rkeith@rpdo.org

If to Participant:

Honorable Caleb Hodges County Judge
Throckmorton County
PO Box 700
Throckmorton, Texas 76483
E-Mail: caleb.hodges@throckmortoncounty.org

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.
- (b) **Involuntary Withdrawal.** Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 10th day of July, 2023

REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION

COUNTY OF THROCKMORTON

Board Chairman

C. Hodges

Honorable Caleb Hodges
County Judge

ATTEST:

ATTEST:

Board Secretary

Dianna Moore

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:

Matthew L. Wade
Underwood Law Firm
General Counsel

| County | FY24 | FY25 |
|----------------------|------------|------------|
| Anderson County | 19,404.00 | 19,404.00 |
| Andrews County | 21,848.00 | 21,848.00 |
| Angelina County | 49,569.00 | 49,569.00 |
| Aransas County | 5,661.00 | 5,661.00 |
| Archer County | 2,033.00 | 2,033.00 |
| Armstrong County | 1,000.00 | 1,000.00 |
| Atascosa County | 23,254.00 | 23,254.00 |
| Austin County | 9,103.00 | 9,103.00 |
| Bailey County | 7,449.00 | 7,449.00 |
| Bandera County | 4,953.00 | 4,953.00 |
| Bastrop County | 30,403.00 | 30,403.00 |
| Baylor County | 2,760.00 | 2,760.00 |
| Bee County | 24,538.00 | 24,538.00 |
| Bell County | 153,886.00 | 153,886.00 |
| Blanco County | 4,638.00 | 4,638.00 |
| Borden County | 1,000.00 | 1,000.00 |
| Bosque County | 4,332.00 | 4,332.00 |
| Bowie County | 72,026.00 | 72,026.00 |
| Brazoria County | 105,741.00 | 105,741.00 |
| Brazos County | 87,307.00 | 87,307.00 |
| Brewster County | 2,268.00 | 2,268.00 |
| Briscoe County | 1,000.00 | 1,000.00 |
| Brooks County | 1,679.00 | 1,679.00 |
| Brown County | 34,223.00 | 34,223.00 |
| Burleson County | 11,936.00 | 11,936.00 |
| Burnet County | 21,182.00 | 21,182.00 |
| Caldwell County | 18,645.00 | 18,645.00 |
| Calhoun County | 18,331.00 | 18,331.00 |
| Callahan County | 9,033.00 | 9,033.00 |
| Camp County | 4,897.00 | 4,897.00 |
| Carson County | 1,379.00 | 1,379.00 |
| Cass County | 16,338.00 | 16,338.00 |
| Castro County | 1,751.00 | 1,751.00 |
| Chambers County | 40,109.00 | 40,109.00 |
| Cherokee County | 27,183.00 | 27,183.00 |
| Childress County | 1,583.00 | 1,583.00 |
| Clay County | 4,364.00 | 4,364.00 |
| Cochran County | 1,000.00 | 1,000.00 |
| Coke County | 1,000.00 | 1,000.00 |
| Coleman County | 3,762.00 | 3,762.00 |
| Collingsworth County | 1,000.00 | 1,000.00 |
| Colorado County | 4,883.00 | 4,883.00 |
| Comal County | 65,724.00 | 65,724.00 |
| Comanche County | 3,229.00 | 3,229.00 |

| | | |
|-------------------|------------|------------|
| Concho County | 1,000.00 | 1,000.00 |
| Cooke County | 31,199.00 | 31,199.00 |
| Coryell County | 44,912.00 | 44,912.00 |
| Cottle County | 1,000.00 | 1,000.00 |
| Crane County | 1,111.00 | 1,111.00 |
| Crockett County | 4,609.00 | 4,609.00 |
| Crosby County | 3,156.00 | 3,156.00 |
| Culberson County | 1,000.00 | 1,000.00 |
| Dallam County | 1,690.00 | 1,690.00 |
| Dawson County | 2,959.00 | 2,959.00 |
| Deaf Smith County | 4,414.00 | 4,414.00 |
| Delta County | 1,241.00 | 1,241.00 |
| DeWitt County | 4,709.00 | 4,709.00 |
| Dickens County | 1,000.00 | 1,000.00 |
| Dimmit County | 2,047.00 | 2,047.00 |
| Donley County | 4,647.00 | 4,647.00 |
| Duval County | 2,331.00 | 2,331.00 |
| Eastland County | 13,893.00 | 13,893.00 |
| Ector County | 155,421.00 | 155,421.00 |
| Edwards County | 1,000.00 | 1,000.00 |
| Ellis County | 65,174.00 | 65,174.00 |
| Erath County | 11,964.00 | 11,964.00 |
| Falls County | 5,967.00 | 5,967.00 |
| Fannin County | 12,344.00 | 12,344.00 |
| Fayette County | 17,423.00 | 17,423.00 |
| Fisher County | 1,000.00 | 1,000.00 |
| Floyd County | 1,283.00 | 1,283.00 |
| Foard County | 1,000.00 | 1,000.00 |
| Franklin County | 12,143.00 | 12,143.00 |
| Freestone County | 14,299.00 | 14,299.00 |
| Frio County | 8,240.00 | 8,240.00 |
| Gaines County | 32,240.00 | 32,240.00 |
| Galveston County | 123,970.00 | 123,970.00 |
| Garza County | 5,254.00 | 5,254.00 |
| Gillespie County | 12,158.00 | 12,158.00 |
| Glasscock County | 1,000.00 | 1,000.00 |
| Goliad County | 9,411.00 | 9,411.00 |
| Gonzales County | 12,353.00 | 12,353.00 |
| Gray County | 8,915.00 | 8,915.00 |
| Grayson County | 61,245.00 | 61,245.00 |
| Gregg County | 59,158.00 | 59,158.00 |
| Grimes County | 6,953.00 | 6,953.00 |
| Guadalupe County | 64,515.00 | 64,515.00 |
| Hale County | 17,408.00 | 17,408.00 |
| Hall County | 2,607.00 | 2,607.00 |
| Hamilton County | 1,953.00 | 1,953.00 |

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|-------------------|------------|------------|
| Hansford County | 3,192.00 | 3,192.00 |
| Hardeman County | 4,716.00 | 4,716.00 |
| Hardin County | 21,103.00 | 21,103.00 |
| Harrison County | 40,864.00 | 40,864.00 |
| Hartley County | 1,279.00 | 1,279.00 |
| Haskell County | 1,287.00 | 1,287.00 |
| Hays County | 124,663.00 | 124,663.00 |
| Hemphill County | 1,000.00 | 1,000.00 |
| Henderson County | 52,434.00 | 52,434.00 |
| Hill County | 12,395.00 | 12,395.00 |
| Hockley County | 8,989.00 | 8,989.00 |
| Hood County | 24,315.00 | 24,315.00 |
| Hopkins County | 22,294.00 | 22,294.00 |
| Houston County | 11,005.00 | 11,005.00 |
| Howard County | 12,154.00 | 12,154.00 |
| Hudspeth County | 1,000.00 | 1,000.00 |
| Hunt County | 64,409.00 | 64,409.00 |
| Hutchinson County | 8,770.00 | 8,770.00 |
| Irion County | 1,000.00 | 1,000.00 |
| Jack County | 2,013.00 | 2,013.00 |
| Jackson County | 7,413.00 | 7,413.00 |
| Jasper County | 11,650.00 | 11,650.00 |
| Jeff Davis County | 4,347.00 | 4,347.00 |
| Jefferson County | 140,094.00 | 140,094.00 |
| Jim Hogg County | 1,149.00 | 1,149.00 |
| Jim Wells County | 38,285.00 | 38,285.00 |
| Johnson County | 56,733.00 | 56,733.00 |
| Jones County | 8,516.00 | 8,516.00 |
| Karnes County | 3,494.00 | 3,494.00 |
| Kaufman County | 87,544.00 | 87,544.00 |
| Kendall County | 12,455.00 | 12,455.00 |
| Kenedy County | 1,000.00 | 1,000.00 |
| Kent County | 1,000.00 | 1,000.00 |
| Kerr County | 20,240.00 | 20,240.00 |
| Kimble County | 1,018.00 | 1,018.00 |
| King County | 1,000.00 | 1,000.00 |
| Kinney County | 1,000.00 | 1,000.00 |
| Kleberg County | 22,647.00 | 22,647.00 |
| Knox County | 1,000.00 | 1,000.00 |
| La Salle County | 9,329.00 | 9,329.00 |
| Lamar County | 21,406.00 | 21,406.00 |
| Lamb County | 3,099.00 | 3,099.00 |
| Lampasas County | 5,118.00 | 5,118.00 |
| Lavaca County | 4,814.00 | 4,814.00 |
| Lee County | 4,152.00 | 4,152.00 |
| Leon County | 3,734.00 | 3,734.00 |

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|--------------------|------------|------------|
| Liberty County | 60,494.00 | 60,494.00 |
| Limestone County | 16,879.00 | 16,879.00 |
| Lipscomb County | 2,663.00 | 2,663.00 |
| Live Oak County | 12,375.00 | 12,375.00 |
| Llano County | 10,856.00 | 10,856.00 |
| Loving County | 1,000.00 | 1,000.00 |
| Lubbock County | 116,394.00 | 116,394.00 |
| Lynn County | 1,329.00 | 1,329.00 |
| Madison County | 9,005.00 | 9,005.00 |
| Marion County | 2,306.00 | 2,306.00 |
| Martin County | 1,244.00 | 1,244.00 |
| Mason County | 1,000.00 | 1,000.00 |
| Matagorda County | 27,976.00 | 27,976.00 |
| Maverick County | 13,611.00 | 13,611.00 |
| McCulloch County | 1,813.00 | 1,813.00 |
| McLennan County | 118,386.00 | 118,386.00 |
| McMullen County | 1,000.00 | 1,000.00 |
| Medina County | 15,928.00 | 15,928.00 |
| Menard County | 1,000.00 | 1,000.00 |
| Midland County | 65,553.00 | 65,553.00 |
| Milam County | 23,308.00 | 23,308.00 |
| Mills County | 1,059.00 | 1,059.00 |
| Mitchell County | 2,136.00 | 2,136.00 |
| Montague County | 6,679.00 | 6,679.00 |
| Moore County | 8,946.00 | 8,946.00 |
| Morris County | 2,838.00 | 2,838.00 |
| Motley County | 1,000.00 | 1,000.00 |
| Nacogdoches County | 34,272.00 | 34,272.00 |
| Navarro County | 12,501.00 | 12,501.00 |
| Newton County | 4,829.00 | 4,829.00 |
| Nolan County | 5,426.00 | 5,426.00 |
| Ochiltree County | 2,379.00 | 2,379.00 |
| Oldham County | 1,000.00 | 1,000.00 |
| Orange County | 31,366.00 | 31,366.00 |
| Palo Pinto County | 12,499.00 | 12,499.00 |
| Panola County | 13,023.00 | 13,023.00 |
| Parker County | 60,384.00 | 60,384.00 |
| Parmer County | 2,344.00 | 2,344.00 |
| Pecos County | 7,482.00 | 7,482.00 |
| Polk County | 19,652.00 | 19,652.00 |
| Potter County | 70,757.00 | 70,757.00 |
| Presidio County | 1,456.00 | 1,456.00 |
| Rains County | 4,826.00 | 4,826.00 |
| Randall County | 64,419.00 | 64,419.00 |
| Reagan County | 1,000.00 | 1,000.00 |
| Real County | 2,592.00 | 2,592.00 |

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|----------------------|------------|------------|
| Red River County | 4,689.00 | 4,689.00 |
| Reeves County | 5,440.00 | 5,440.00 |
| Refugio County | 1,601.00 | 1,601.00 |
| Roberts County | 1,000.00 | 1,000.00 |
| Robertson County | 5,902.00 | 5,902.00 |
| Rockwall County | 32,833.00 | 32,833.00 |
| Runnels County | 2,352.00 | 2,352.00 |
| Rusk County | 21,902.00 | 21,902.00 |
| Sabine County | 4,287.00 | 4,287.00 |
| San Augustine County | 20,966.00 | 20,966.00 |
| San Jacinto County | 16,090.00 | 16,090.00 |
| San Patricio County | 40,844.00 | 40,844.00 |
| San Saba County | 11,043.00 | 11,043.00 |
| Schleicher County | 1,000.00 | 1,000.00 |
| Scurry County | 4,022.00 | 4,022.00 |
| Shackelford County | 1,000.00 | 1,000.00 |
| Shelby County | 24,770.00 | 24,770.00 |
| Sherman County | 1,000.00 | 1,000.00 |
| Smith County | 98,170.00 | 98,170.00 |
| Somervell County | 2,187.00 | 2,187.00 |
| Starr County | 38,896.00 | 38,896.00 |
| Stephens County | 4,098.00 | 4,098.00 |
| Sterling County | 1,000.00 | 1,000.00 |
| Stonewall County | 1,000.00 | 1,000.00 |
| Sutton County | 1,000.00 | 1,000.00 |
| Swisher County | 3,592.00 | 3,592.00 |
| Taylor County | 53,383.00 | 53,383.00 |
| Terrell County | 1,000.00 | 1,000.00 |
| Terry County | 4,747.00 | 4,747.00 |
| Throckmorton County | 1,000.00 | 1,000.00 |
| Titus County | 7,382.00 | 7,382.00 |
| Tom Green County | 65,299.00 | 65,299.00 |
| Trinity County | 3,231.00 | 3,231.00 |
| Tyler County | 14,385.00 | 14,385.00 |
| Upshur County | 24,958.00 | 24,958.00 |
| Upton County | 2,722.00 | 2,722.00 |
| Uvalde County | 11,644.00 | 11,644.00 |
| Val Verde County | 15,177.00 | 15,177.00 |
| Van Zandt County | 19,953.00 | 19,953.00 |
| Victoria County | 38,550.00 | 38,550.00 |
| Walker County | 25,895.00 | 25,895.00 |
| Waller County | 21,237.00 | 21,237.00 |
| Ward County | 4,702.00 | 4,702.00 |
| Washington County | 25,933.00 | 25,933.00 |
| Webb County | 109,927.00 | 109,927.00 |
| Wharton County | 28,890.00 | 28,890.00 |

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| Wheeler County | 3,122.00 | 3,122.00 |
| Wichita County | 73,328.00 | 73,328.00 |
| Wilbarger County | 3,061.00 | 3,061.00 |
| Willacy County | 8,663.00 | 8,663.00 |
| Wilson County | 15,692.00 | 15,692.00 |
| Winkler County | 1,851.00 | 1,851.00 |
| Wise County | 27,922.00 | 27,922.00 |
| Wood County | 18,269.00 | 18,269.00 |
| Yoakum County | 3,764.00 | 3,764.00 |
| Young County | 11,990.00 | 11,990.00 |
| Zapata County | 3,299.00 | 3,299.00 |
| Zavala County | 2,297.00 | 2,297.00 |

**APPLICATION FOR APPOINTMENT OF LEGAL COUNSEL
FROM THE REGIONAL PUBLIC DEFENDER'S OFFICE**

Date: _____

As the District Judge for the _____ District Court, I am requesting the appointment of the Regional Public Defender's Office as legal counsel for: _____, Defendant, in the following criminal case pending before this Court:

State of Texas v. _____;

Cause No. (if available) and/or Warrant No.: _____;

and by submitting this application further certify as follows:

- _____ County is a participating county in the Regional Public Defender's Office Program.
- This case has been on the Court's docket for six (6) months or less.
- The Defendant has been certified as indigent, is charged with a capital criminal offense and is eligible to receive the death penalty and otherwise qualifies under the Regional Public Defender's Office Program.
- This appointment is in compliance with the County's Indigent Defense Policy (if any) and this appointment would comply with all applicable procedures.
- I understand that if any of the above requirements are not met, the RPDO may, per the terms of the interlocal agreement entered into between _____ County and the RPDO, deny this application and refuse the appointment to this case.

Honorable Judge
(Printed Name): _____

District Court

County, Texas

Received by the RPDO on _____ (Date) by _____ (Name)

Exhibit D

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

| | | |
|------------------------|-------------------------------------|-------|
| Political Subdivision: | Throckmorton County | Texas |
| Authorized Official: | County Judge | |
| Address 1: | 105 North Minter | |
| Address 2: | | |
| City, State, Zip: | Throckmorton, Texas 76483 | |
| Phone: | (940) 849-8805 | |
| Email: | caleb.hodges@throckmortoncounty.org | |

The governmental entity identified above ("Texas Political Subdivision"), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Walmart Texas Settlement Agreement and Full Release of All Claims dated June 15, 2023 ("Walmart Texas Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Walmart Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Walmart Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Walmart's counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Walmart Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Walmart Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Walmart Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Walmart Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Walmart Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Walmart Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Walmart Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Walmart Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Walmart Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Walmart Texas Settlement.
10. In connection with the releases provided for in the Walmart Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.