

AUG 05 2021

**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF  
HOCKLEY COUNTY, TEXAS**

*Jennifer Palermo*  
County Clerk, Hockley County, Texas

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 9<sup>th</sup> day of August, 2021 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Regular Meeting held at 9:00 a.m. on Monday, August 2, 2021.
2. Read for approval all monthly bills and claims submitted to the Court and dated through August 9, 2021.
3. Submission of the 2021 no-new-revenue tax rate and voter-approval tax rate to the court by Debra Bramlett, Tax Assessor.
4. Consider and take necessary action to approve the Intergovernmental Lease Agreement Extension Amendment for Levelland DFPS (Department of Family and Protective Services) between Hockley County and State of Texas acting by and through the Health and Human Services.
5. Consider and take necessary action to approve the Official Bond and Oath for Stacey Sisk, Clerk for Justice of the Peace, Precinct 5.
6. Consider and take necessary action to approve proposed hourly pay rates for temporary and part time employees of Hockley County.
7. Consider and take necessary action to approve the 2022 Hockley County holidays.
8. Consider and take necessary action to approve the Interlocal Agreement between Lubbock County, Texas, a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases, and Hockley County, Texas.

**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.**

BY: *Sharla Baldrige*  
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 5<sup>th</sup> day of August, 2021, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 5<sup>th</sup> day of August, 2021.

*Jennifer Palermo*  
Jennifer Palermo, County Clerk, and Ex-Officio  
Clerk of Commissioners' Court, Hockley County, Texas



THE STATE OF TEXAS  
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT  
OF HOCKEY COUNTY, TEXAS

REGULAR MEETING  
AUGUST 9, 2021

Be it remembered that on this the 9th day of August A.D. 2021, there came on to be held a Regular Meeting of the Commissioners Court, and the court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldridge	County Judge
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Jennifer Palermo, County Clerk, and Ex-Officio Clerk of Commissioners Court when the following proceedings were had to-wit:

Motion by Commissioner Carter, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioner's Court, held on August 2, 2021, A.D. be approved and stand as read.

Motion by Commissioner Graf, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through August 9, 2021, A.D. be approved and stand as read.

Submission of the 2021 no-new-revenue tax rate and voter-approval tax rate to the court by Debra Bramlett, Tax Assessor.

**Notice of Tax Rates**

This notice concerns the 2021 property tax rates for HOCKLEY COUNTY. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's adjusted no-new-revenue tax rate	\$0.616848/\$100
This year's total voter-approval tax rate	\$0.651059/\$100

To see the full calculations, please visit 624 Avenue H Ste 101  
Levelland Tx 79336 for a copy of the Tax Rate Calculation Worksheet.

**Unencumbered Fund Balance**

The following estimated balances will be left in the unit's accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Fund	Balance
general operating	11,415,084
i & s funds	114,612

**Current Year Debt Service**

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
	0	0	0	0
Total required for 2021 debt service				\$0
- Amount (if any) paid from funds listed in unencumbered funds				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2021				\$0
+ Amount added in anticipation that the unit will collect only 98.00% of its taxes in 2021				\$0
= Total debt levy				\$0

**Special Road and Bridge Fund - Unencumbered Fund Balance** The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
fmfr fund	1,552,129

**Special Road and Bridge Fund - Current Year Debt Service** The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
	0	0	0	0
Total required for 2021 debt service				\$0
- Amount (if any) paid from unencumbered funds				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2021				\$0
+ Amount added in anticipation that the unit will collect only 98.00% of its taxes in 2021				\$
= Total debt levy				\$0

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Debra C Branlett, Hockley County Tax A/C on 08/06/2021

# 2021 Tax Rate Calculation Worksheet

Date: 08/08/2021 03:28 PM

## Taxing Units Other Than School Districts or Water Districts

### HOCKLEY COUNTY

Taxing Unit Name

**624 Avenue H Ste 101 Levelland Tx 79336**

Taxing Unit's Address, City, State, ZIP Code

**806-894-4938**

Phone (area code and number)

**[www.co.hockley.tx.us.com](http://www.co.hockley.tx.us.com)**

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the No-New-Revenue (NNR) tax rate and Voter-Approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School Districts without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

<b>SECTION 1: No-New-Revenue Tax Rate</b>	
The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.	
The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.	
While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.	
<b>No-New-Revenue Tax Rate Worksheet</b>	<b>Amount/Rate</b>
<b>1. 2020 total taxable value.</b> Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$2,605,987,447
<b>2. 2020 tax ceilings.</b> Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$0
<b>3. Preliminary 2020 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$2,605,987,447
<b>4. 2020 total adopted tax rate.</b>	\$0.449990/\$100
<b>5. 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value.</b>	\$0
<b>A. Original 2020 ARB values:</b>	\$0
<b>B. 2020 values resulting from final court decisions:</b>	\$0
<b>C. 2020 value loss.</b> Subtract B from A. <sup>3</sup>	\$0
<b>6. 2020 taxable value subject to an appeal under Chapter 42, as of July 25.</b>	\$0
<b>A. 2020 ARB certified value:</b>	\$0
<b>B. 2020 disputed value:</b>	\$0
<b>C. 2020 undisputed value.</b> Subtract B from A. <sup>4</sup>	\$0
<b>7. 2020 Chapter 42 related adjusted values</b> Add Line 5C and Line 6C.	\$0

<b>8. 2020 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$2,605,987,447
<b>9. 2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020.</b> Enter the 2020 value of property in deannexed territory. <sup>5</sup>	\$0
<b>10. 2020 taxable value lost because property first qualified for an exemption in 2021.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value.	
A. <b>Absolute exemptions.</b> Use 2020 market value:	\$597,480
B. <b>Partial exemptions.</b> 2021 exemption amount or 2021 percentage exemption times 2020 value:	\$5,454,261
C. <b>Value loss.</b> Add A and B. <sup>5</sup>	\$6,051,741
<b>11. 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021.</b> Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.	
A. <b>2020 market value:</b>	\$0
B. <b>2021 productivity or special appraised value:</b>	\$0
C. <b>Value loss.</b> Subtract B from A. <sup>7</sup>	\$0
<b>12. Total adjustments for lost value.</b> Add lines 9, 10C and 11C.	\$6,051,741
<b>13. 2020 captured value of property in a TIF.</b> Enter the total value of 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2020 taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$24,366,952
<b>14. 2020 total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$2,575,568,754
<b>15. Adjusted 2020 total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$11,589,801
<b>16. Taxes refunded for years preceding tax year 2020.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. <sup>8</sup>	\$10,459
<b>17. Adjusted 2020 levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$11,600,260
<b>18. Total 2021 taxable value on the 2021 certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. <sup>11</sup>	
A. <b>Certified values:</b>	\$2,317,391,907
B. <b>Counties:</b> Include railroad rolling stock values certified by the Comptroller's office:	\$2,740,519
C. <b>Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	\$0
D. <b>Tax increment financing:</b> Deduct the 2021 captured appraised value of property taxable	\$0

by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. <sup>12</sup>	\$27,028,656
<b>E. Total 2021 value.</b> Add A and B, then subtract C and D.	\$2,293,103,770
<b>19. Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup>	\$18,794,742
<b>A. 2021 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup>	\$0
<b>B. 2021 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup>	
<b>C. Total value under protest or not certified:</b> Add A and B.	\$18,794,742
<b>20. 2021 tax ceilings.</b> Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$0
<b>21. 2021 total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$2,311,898,512
<b>22. Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020.</b> Include both real and personal property. Enter the 2021 value of property in territory annexed. <sup>18</sup>	\$0
<b>23. Total 2021 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2021. <sup>19</sup>	\$27,715,833
<b>24. Total adjustments to the 2021 taxable value.</b> Add Lines 22 and 23.	\$27,715,833
<b>25. Adjusted 2021 taxable value.</b> Subtract Line 24 from Line 21.	\$2,284,182,679
<b>26. 2021 NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$0.507851/\$100
<b>27. COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate. <sup>21</sup>	\$0.616848/\$100

<sup>1</sup>Tex. Tax Code Section 26.012(14)

<sup>13</sup>Tex. Tax Code Section 26.01(c) and (d)

<sup>2</sup>Tex. Tax Code Section 26.012(14)

<sup>14</sup>Tex. Tax Code Section 26.01(c)

<sup>3</sup>Tex. Tax Code Section 26.012(13)

<sup>15</sup>Tex. Tax Code Section 26.01(d)

<sup>4</sup>Tex. Tax Code Section 26.012(13)

<sup>5</sup>Tex. Tax Code Section 26.012(15)

<sup>6</sup>Tex. Tax Code Section 26.012(15)

<sup>7</sup>Tex. Tax Code Section 26.012(15)

<sup>8</sup>Tex. Tax Code Section 26.03(c)

<sup>9</sup>Tex. Tax Code Section 26.012(13)

<sup>10</sup>Tex. Tax Code Section 26.012(13)

<sup>11</sup>Tex. Tax Code Section 26.012,26.04(c-2)

<sup>12</sup>Tex. Tax Code Section 26.03(c)

<sup>16</sup>Tex. Tax Code Section 26.012(6)(b)

<sup>17</sup>Tex. Tax Code Section 26.012(6)

<sup>18</sup>Tex. Tax Code Section 26.012(17)

<sup>19</sup>Tex. Tax Code Section 26.012(17)

<sup>20</sup>Tex. Tax Code Section 26.04(c)

<sup>21</sup>Tex. Tax Code Section 26.04(d)

<sup>22</sup>*Reserved for expansion*

<sup>23</sup>*Tex. Tax Code Section 26.044*

<sup>24</sup>Tex. Tax Code Section 26.0441

## SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The Voter-Approval tax rate for a county is the sum of the Voter-Approval tax rates calculated for each type of tax the county levies. In most cases the Voter-Approval tax rate exceeds the No-New-Revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Voter-Approval Tax Rate Worksheet	Amount/Rate
<b>28. 2020 M&amp;O tax rate.</b> Enter the 2020 M&O tax rate.	\$0.449990/\$100
<b>29. 2020 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$2,605,987,447
<b>30. Total 2020 M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100.	\$11,726,682
<b>31. Adjusted 2020 levy for calculating NNR M&amp;O rate.</b>	
<b>A. M&amp;O taxes refunded for years preceding tax year 2020</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020.	\$10,459
<b>B. 2020 taxes in TIF</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0.	\$120,397
<b>C. 2020 transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	\$0
<b>D. 2020 M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	\$-109,938
<b>E. Add Line 30 to 31D.</b>	\$11,616,744
<b>32. Adjusted 2021 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$2,284,182,679
<b>33. 2021 NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$0.508573/\$100
<b>34. Rate adjustment for state criminal justice mandate.<sup>23</sup></b>	
<b>A. 2021 state criminal justice mandate:</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	\$0
<b>B. 2020 state criminal justice mandate:</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	\$0
<b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100.	



<p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p>
<p><b>35. Rate adjustment for indigent health care expenditures.<sup>24</sup></b></p> <p><b>A. 2021 indigent health care expenditures:</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose.</p> <p><b>B. 2020 indigent health care expenditures:</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<p>\$0</p> <p>\$0</p> <p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p>
<p><b>36. Rate adjustment for county indigent defense compensation.<sup>25</sup></b></p> <p><b>A. 2021 indigent defense compensation expenditures:</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose.</p> <p><b>B. 2020 indigent defense compensation expenditures:</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.</p> <p>E. Enter the lessor of C and D. If not applicable, enter 0.</p>	<p>\$0</p> <p>\$0</p> <p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p>
<p><b>37. Rate adjustment for county hospital expenditures.<sup>26</sup></b></p> <p><b>A. 2021 eligible county hospital expenditures:</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.</p> <p><b>B. 2020 eligible county hospital expenditures:</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p>	<p>\$0</p> <p>\$0</p>

<p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.</p> <p>E. Enter the lessor of C and D, if applicable. If not applicable, enter 0.</p>	<p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p>
<p><b>38. Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.</p> <p><b>A. Amount appropriated for public safety in 2020.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year</p> <p><b>B. Expenditures for public safety in 2020.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<p>\$0</p> <p>\$0</p> <p>\$0/\$100</p> <p>\$0/\$100</p>
<p><b>39. Adjusted 2021 NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	<p>\$0.508573/\$100</p>
<p><b>40. Adjustment for 2020 sales tax specifically to reduce property values.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&amp;O expenses in 2020 should complete this line. These entities will deduct the sales tax gain rate for 2021 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&amp;O expenses in 2020, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.</p> <p>B. Divide Line 40A by Line 32 and multiply by \$100.</p> <p>C. Add Line 40B to Line 39.</p>	<p>\$0</p> <p>\$0.000000</p> <p>\$0.508573</p>
<p><b>41. 2021 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below.</p> <p><b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p><b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	<p>\$0.526373/\$100</p>
<p><b>D41. Disaster Line 41 (D41): 2021 voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval</p>	<p>\$0.000000/\$100</p>

tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of

1. the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or
2. the third tax year after the tax year in which the disaster occurred.

If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.<sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).

<b>42. Total 2021 debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses  A. <b>Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. <sup>28</sup> Enter debt amount.	\$0
B. Subtract <b>unencumbered fund amount</b> used to reduce total debt.	\$0
C. Subtract <b>certified amount spent from sales tax to reduce debt</b> (enter zero if none)	\$0
D. Subtract <b>amount paid</b> from other resources.	\$0
E. <b>Adjusted debt.</b> Subtract B, C, and D from A.	\$0
<b>43. Certified 2020 excess debt collections.</b> Enter the amount certified by the collector. <sup>28</sup>	\$0
<b>44. Adjusted 2021 debt.</b> Subtract Line 43 from Line 42E.	\$0
<b>45. 2021 anticipated collection rate.</b> A. Enter the 2021 anticipated collection rate certified by the collector. <sup>29</sup>	98.00%
B. Enter the 2020 actual collection rate	97.94%
C. Enter the 2019 actual collection rate	97.91%
D. Enter the 2018 actual collection rate	98.41%
E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup>	98.00%
<b>46. 2021 debt adjusted for collections.</b> Divide Line 44 by Line 45E	\$0
<b>47. 2021 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$2,311,898,512
<b>48. 2021 debt tax rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$0.000000/\$100
<b>49. 2021 voter-approval tax rate.</b> Add Lines 41 and 48.	\$0.526373/\$100
<b>D49. Disaster Line 49 (D49): 2021 voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax	\$0.000000/\$100

rate in the manner provided for a special taxing unit on Line D41.  
Add Line D41 and 48.

**50. COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.

\$0.635056/\$100

<sup>23</sup>Tex. Tax Code Section 26.044

<sup>28</sup>Tex. Tax Code Section 26.012(7)

<sup>24</sup>Tex. Tax Code Section 26.0441

<sup>29</sup>Tex. Tax Code Section 26.012(10) and 26.04(b)

<sup>25</sup>Tex. Tax Code Section 26.0442

<sup>30</sup>Tex. Tax Code Section 26.04(b)

<sup>26</sup>Tex. Tax Code Section 26.0443

<sup>31</sup>Tex. Tax Code Section 26.04(h),(h-1) and (h-2)

<sup>27</sup>Tex. Tax Code Section 26.042(a)

# 2021 Tax Rate Calculation Worksheet

Date: 03/08/2021 03:28 PM

## Taxing Units Other Than School Districts or Water Districts

### HOCKLEY COUNTY

Taxing Unit Name

**624 Avenue H Ste 101 Levelland Tx 79336**

Taxing Unit's Address, City, State, ZIP Code

**806-894-4938**

Phone (area code and number)

**[www.co.hockley.tx.us.com](http://www.co.hockley.tx.us.com)**

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the No-New-Revenue (NNR) tax rate and Voter-Approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School Districts without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### **SECTION 1: No-New-Revenue Tax Rate: Special Road and Bridge**

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

<b>No-New-Revenue Tax Rate Worksheet</b>	<b>Amount/Rate</b>
<b>1. 2020 total taxable value.</b> Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$2,605,987,447
<b>2. 2020 tax ceilings.</b> Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$0
<b>3. Preliminary 2020 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$2,605,987,447
<b>4. 2020 total adopted tax rate.</b>	\$0.096260/\$100
<b>5. 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value.</b>	\$0
<b>A. Original 2020 ARB values:</b>	\$0
<b>B. 2020 values resulting from final court decisions:</b>	\$0
<b>C. 2020 value loss.</b> Subtract B from A. <sup>3</sup>	\$0
<b>6. 2020 taxable value subject to an appeal under Chapter 42, as of July 25.</b>	\$0
<b>A. 2020 ARB certified value:</b>	\$0
<b>B. 2020 disputed value:</b>	\$0
<b>C. 2020 undisputed value.</b> Subtract B from A. <sup>4</sup>	\$0
<b>7. 2020 Chapter 42 related adjusted values</b> Add Line 5C and Line 6C.	\$0
<b>8. 2020 taxable value, adjusted for actual and potential court-ordered adjustments.</b>	\$2,605,987,447

Add Line 3 and Line 7.	
<b>9. 2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020.</b> Enter the 2020 value of property in deannexed territory. <sup>5</sup>	\$0
<b>10. 2020 taxable value lost because property first qualified for an exemption in 2021.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value.	
A. <b>Absolute exemptions.</b> Use 2020 market value:	\$597,480
B. <b>Partial exemptions.</b> 2021 exemption amount or 2021 percentage exemption times 2020 value:	\$5,454,261
C. <b>Value loss.</b> Add A and B. <sup>5</sup>	\$6,051,741
<b>11. 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021.</b> Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.	
A. <b>2020 market value:</b>	\$0
B. <b>2021 productivity or special appraised value:</b>	\$0
C. <b>Value loss.</b> Subtract B from A. <sup>7</sup>	\$0
<b>12. Total adjustments for lost value.</b> Add lines 9, 10C and 11C.	\$6,051,741
<b>13. 2020 captured value of property in a TIF.</b> Enter the total value of 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2020 taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$24,366,952
<b>14. 2020 total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$2,575,568,754
<b>15. Adjusted 2020 total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$2,479,242
<b>16. Taxes refunded for years preceding tax year 2020.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. <sup>8</sup>	\$10,459
<b>17. Adjusted 2020 levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$2,489,701
<b>18. Total 2021 taxable value on the 2021 certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. <sup>11</sup>	
A. <b>Certified values:</b>	\$2,317,391,907
B. <b>Counties:</b> Include railroad rolling stock values certified by the Comptroller's office:	\$2,740,519
C. <b>Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	\$0
D. <b>Tax increment financing:</b> Deduct the 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited	

into the tax increment fund. Do not include any new property value that will be included in Line 23 below. <sup>12</sup>	\$27,028,656
<b>E. Total 2021 value.</b> Add A and B, then subtract C and D.	\$2,293,103,770
<b>19. Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup>	\$18,794,742
<b>A. 2021 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup>	\$0
<b>B. 2021 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup>	
<b>C. Total value under protest or not certified:</b> Add A and B.	\$18,794,742
<b>20. 2021 tax ceilings.</b> Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$0
<b>21. 2021 total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$2,311,898,512
<b>22. Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020.</b> Include both real and personal property. Enter the 2021 value of property in territory annexed. <sup>18</sup>	\$0
<b>23. Total 2021 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020, and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2021. <sup>19</sup>	\$27,715,833
<b>24. Total adjustments to the 2021 taxable value.</b> Add Lines 22 and 23.	\$27,715,833
<b>25. Adjusted 2021 taxable value.</b> Subtract Line 24 from Line 21.	\$2,284,182,679
<b>26. 2021 NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$0.108997/\$100
<b>27. COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate. <sup>21</sup>	\$0.616848/\$100

<sup>1</sup>Tex. Tax Code Section 26.012(14)

<sup>13</sup>Tex. Tax Code Section 26.01(c) and (d)

<sup>2</sup>Tex. Tax Code Section 26.012(14)

<sup>14</sup>Tex. Tax Code Section 26.01(c)

<sup>3</sup>Tex. Tax Code Section 26.012(13)

<sup>15</sup>Tex. Tax Code Section 26.01(d)

<sup>4</sup>Tex. Tax Code Section 26.012(13)

<sup>16</sup>Tex. Tax Code Section 26.012(6)(b)

<sup>5</sup>Tex. Tax Code Section 26.012(15)

<sup>6</sup>Tex. Tax Code Section 26.012(15)

<sup>7</sup>Tex. Tax Code Section 26.012(15)

<sup>8</sup>Tex. Tax Code Section 26.03(c)

<sup>9</sup>Tex. Tax Code Section 26.012(13)

<sup>10</sup>Tex. Tax Code Section 26.012(13)

<sup>11</sup>Tex. Tax Code Section 26.012,26.04(c-2)

<sup>12</sup>Tex. Tax Code Section 26.03(c)

<sup>17</sup>Tex. Tax Code Section 26.012(6)

<sup>18</sup>Tex. Tax Code Section 26.012(17)

<sup>19</sup>Tex. Tax Code Section 26.012(17)

<sup>20</sup>Tex. Tax Code Section 26.04(c)

<sup>21</sup>Tex. Tax Code Section 26.04(d)

<sup>22</sup>*Reserved for expansion*

<sup>23</sup>*Tex. Tax Code Section 26.044*

<sup>24</sup>Tex. Tax Code Section 26.0441



## SECTION 2: Voter-Approval Tax Rate: Special Road and Bridge

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The Voter-Approval tax rate for a county is the sum of the Voter-Approval tax rates calculated for each type of tax the county levies. In most cases the Voter-Approval tax rate exceeds the No-New-Revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Voter-Approval Tax Rate Worksheet	Amount/Rate
28. <b>2020 M&amp;O tax rate.</b> Enter the 2020 M&O tax rate.	\$0.096260/\$100
29. <b>2020 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$2,605,987,447
30. <b>Total 2020 M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100.	\$2,508,523
31. <b>Adjusted 2020 levy for calculating NNR M&amp;O rate.</b>	
A. <b>M&amp;O taxes refunded for years preceding tax year 2020</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020.	\$10,459
B. <b>2020 taxes in TIF</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0.	\$120,397
C. <b>2020 transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	\$0
D. <b>2020 M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	-\$109,938
E. <b>Add Line 30 to 31D.</b>	\$2,398,585
32. <b>Adjusted 2021 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$2,284,182,679
33. <b>2021 NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$0.105008/\$100
34. <b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup>	
A. <b>2021 state criminal justice mandate:</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	\$0
B. <b>2020 state criminal justice mandate:</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	\$0
C. Subtract B from A and divide by Line 32 and multiply by \$100.	

<p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<p style="text-align: right;">\$ &lt; / \$100</p> <p style="text-align: right;">\$ &lt; / \$100</p>
<p><b>35. Rate adjustment for indigent health care expenditures.<sup>24</sup></b></p> <p><b>A. 2021 indigent health care expenditures:</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose.</p> <p style="text-align: right;">\$0</p> <p><b>B. 2020 indigent health care expenditures:</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose.</p> <p style="text-align: right;">\$0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p> <p style="text-align: right;">\$ &lt; / \$100</p> <p style="text-align: right;">\$ &lt; / \$100</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p> <p style="text-align: right;">\$ &lt; / \$100</p> <p style="text-align: right;">\$ &lt; / \$100</p>
<p><b>36. Rate adjustment for county indigent defense compensation.<sup>25</sup></b></p> <p><b>A. 2021 indigent defense compensation expenditures:</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose.</p> <p style="text-align: right;">\$0</p> <p><b>B. 2020 indigent defense compensation expenditures:</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose.</p> <p style="text-align: right;">\$0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p style="text-align: right;">\$0.000000/\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.</p> <p style="text-align: right;">\$0.000000/\$100</p> <p>E. Enter the lessor of C and D. If not applicable, enter 0.</p> <p style="text-align: right;">\$0.000000/\$100</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0.000000/\$100</p> <p style="text-align: right;">\$0.000000/\$100</p> <p style="text-align: right;">\$0.000000/\$100</p>
<p><b>37. Rate adjustment for county hospital expenditures.<sup>26</sup></b></p> <p><b>A. 2021 eligible county hospital expenditures:</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.</p> <p style="text-align: right;">\$0</p> <p><b>B. 2020 eligible county hospital expenditures:</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020.</p> <p style="text-align: right;">\$0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p>	<p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p> <p style="text-align: right;">\$0</p>

<p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.</p> <p>E. Enter the lessor of C and D, if applicable. If not applicable, enter 0.</p>	<p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p> <p>\$0.000000/\$100</p>
<p><b>38. Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.</p> <p><b>A. Amount appropriated for public safety in 2020.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year</p> <p><b>B. Expenditures for public safety in 2020.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	<p>\$0</p> <p>\$0</p> <p>\$0/\$100</p> <p>\$0/\$100</p>
<p><b>39. Adjusted 2021 NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	<p>\$0.105008/\$100</p>
<p><b>40. Adjustment for 2020 sales tax specifically to reduce property values.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&amp;O expenses in 2020 should complete this line. These entities will deduct the sales tax gain rate for 2021 in Section 3. Other taxing units, enter zero.</p> <p><b>A.</b> Enter the amount of additional sales tax collected and spent on M&amp;O expenses in 2020, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.</p> <p><b>B.</b> Divide Line 40A by Line 32 and multiply by \$100.</p> <p>C. Add Line 40B to Line 39.</p>	<p>\$0</p> <p>\$0.000000</p> <p>\$0.105008</p>
<p><b>41. 2021 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below.</p> <p><b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p><b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	<p>\$0.108683/\$100</p>
<p><b>D41. Disaster Line 41 (D41): 2021 voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval</p>	<p>\$0.000000/\$100</p>

tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of

1. the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or
2. the third tax year after the tax year in which the disaster occurred.

If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.<sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).

**42. Total 2021 debt to be paid with property taxes and additional sales tax revenue.**

Debt means the interest and principal that will be paid on debts that:

- (1) are paid by property taxes,
- (2) are secured by property taxes,
- (3) are scheduled for payment over a period longer than one year and
- (4) are not classified in the taxing unit's budget as M&O expenses

A. **Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.<sup>28</sup>

Enter debt amount.

\$0

B. Subtract **unencumbered fund amount** used to reduce total debt.

\$0

C. Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none)

\$0

D. Subtract **amount paid** from other resources.

\$0

E. **Adjusted debt.** Subtract B, C, and D from A.

\$0

**43. Certified 2020 excess debt collections.** Enter the amount certified by the collector.<sup>28</sup>

\$0

**44. Adjusted 2021 debt.** Subtract Line 43 from Line 42E.

\$0

**45. 2021 anticipated collection rate.**

A. Enter the 2021 anticipated collection rate certified by the collector.<sup>29</sup>

98.00%

B. Enter the 2020 actual collection rate

97.94%

C. Enter the 2019 actual collection rate

97.91%

D. Enter the 2018 actual collection rate

98.41%

E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.<sup>31</sup>

98.00%

**46. 2021 debt adjusted for collections.** Divide Line 44 by Line 45E

\$0

**47. 2021 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet*.

\$2,311,898,512

**48. 2021 debt tax rate.** Divide Line 46 by Line 47 and multiply by \$100.

\$0.000000/\$100

**49. 2021 voter-approval tax rate.** Add Lines 41 and 48.

\$0.108683/\$100

**D49. Disaster Line 49 (D49): 2021 voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax

\$0.000000/\$100

rate in the manner provided for a special taxing unit on Line D41.  
Add Line D41 and 48.

**50. COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.

\$0.635056/\$100

<sup>23</sup>Tex. Tax Code Section 26.044

<sup>24</sup>Tex. Tax Code Section 26.0441

<sup>25</sup>Tex. Tax Code Section 26.0442

<sup>26</sup>Tex. Tax Code Section 26.0443

<sup>27</sup>Tex. Tax Code Section 26.042(a)

<sup>28</sup>Tex. Tax Code Section 26.012(7)

<sup>29</sup>Tex. Tax Code Section 26.012(10) and 26.04(b)

<sup>30</sup>Tex. Tax Code Section 26.04(b)

<sup>31</sup>Tex. Tax Code Section 26.04(h),(h-1) and (h-2)

**SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes**

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Additional Sales and Use Tax Worksheet	Amount/Rate
<p><b>51. Taxable Sales.</b> For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller's estimate of taxable sales for the previous four quarters.<sup>20</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, enter 0.</p>	\$0
<p><b>52. Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.<sup>33</sup></p> <p><b>Taxing units that adopted the sales tax in November 2020 or in May 2021.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.<sup>34</sup></p> <p style="text-align: center;">- or -</p> <p><b>Taxing units that adopted the sales tax before November 2020.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.</p>	\$0
<p><b>53. 2021 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	\$2,311,898,512
<p><b>54. Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.</p>	\$0.000000/\$100
<p><b>55. 2021 NNR tax rate, unadjusted for sales tax.</b><sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	\$0.616848/\$100
<p><b>56. 2021 NNR tax rate, adjusted for sales tax.</b></p> <p><b>Taxing units that adopted the sales tax in November 2020 or in May 2021.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2020.</p>	\$0.616848/\$100
<p><b>57. 2021 voter-approval tax rate, unadjusted for sales tax.</b><sup>36</sup> Enter the rate from Line 49, Line D49 (disaster), or Line 50 (counties), as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i>.</p>	\$0.635056/\$100
<p><b>58. 2021 voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.</p>	\$0.635056/\$100

<sup>31</sup>Reserved for expansion

<sup>34</sup>Tex. Tax Code Section 26.041(d)

<sup>32</sup>Tex. Tax Code Section 26.041(d)

<sup>35</sup>Tex. Tax Code Section 26.04(c)

<sup>33</sup>Tex. Tax Code Section 26.041(i)

<sup>36</sup>Tex. Tax Code Section 26.04(c)

**SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control**

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

<b>Voter-Approval Protection for Pollution Control Worksheet</b>	<b>Amount/Rate</b>
<b>59. Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$0
<b>60. 2021 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$2,311,898,512
<b>61. Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$0.000000/\$100
<b>62. 2021 voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$0.635056/\$100

<sup>37</sup>Tex. Tax Code Section 26.045(d)

<sup>38</sup>Tex. Tax Code Section 26.045(i)

**SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.<sup>39</sup> In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; and<sup>40</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);<sup>41</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.<sup>42</sup>

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>43</sup>

<b>Unused Increment Rate Worksheet</b>	<b>Amount/Rate</b>
<b>63. 2020 unused increment rate.</b> Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.016003
<b>64. 2019 unused increment rate.</b> Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0
<b>65. 2018 unused increment rate.</b> Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.000000
<b>66. 2021 unused increment rate.</b> Add Lines 63, 64 and 65.	\$0.016003/\$100
<b>67. 2021 voter-approval tax rate, adjusted for unused increment rate.</b> <sup>23</sup> Add Line 66 to one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$0.651059/\$100

<sup>39</sup>Tex. Tax Code Section 26.013(a)

<sup>40</sup>Tex. Tax Code Section 26.013(c)

<sup>41</sup>Tex. Tax Code Section 26.0501(a) and (c)

<sup>42</sup>Tex. Tax Code Section Local Gov't Code Section 120.007(d), effective Jan. 1, 2022

<sup>43</sup>Tex. Tax Code Section 26.063(a)(1)



<b>SECTION 6: De Minimis Rate</b>	
The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit. <sup>44</sup>	
This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. <sup>45</sup>	
<b>De Minimis Rate Worksheet</b>	<b>Amount/Rate</b>
<b>68. Adjusted 2021 NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$0.613581/\$100
<b>69. 2021 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$2,311,898,512
<b>70. Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 69 and multiply by \$100.	\$0.021627
<b>71. 2021 debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.000000/\$100
<b>72. De minimis rate.</b> <sup>23</sup> Add Lines 68, 70 and 71.	\$0.635208/\$100

<sup>44</sup>Tex. Tax Code Section 26.012(8-a)

<sup>45</sup>Tex. Tax Code Section 26.063(a)(1)

## SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.<sup>46</sup>

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.<sup>47</sup>

**NOTE: This section will not apply to any taxing units in 2021.** It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a declared disaster in 2020, as provided for in the recently repealed Tax Code Sections 26.04(c-1) and 26.041(c-1).

In future tax years, this section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Emergency Revenue Rate Worksheet	Amount/Rate
<b>73. 2020 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
<b>74. Adjusted 2020 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2020 and the taxing unit calculated its 2020 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2020 worksheet due to a disaster, enter the 2020 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49.  - or - If a disaster occurred prior to 2020 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2020, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2020 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. <sup>48</sup> Enter the final adjusted 2020 voter-approval tax rate from the worksheet.  - or - If the taxing unit adopted a tax rate above the 2020 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	N/A
<b>75. Increase in 2020 tax rate due to disaster.</b> Subtract Line 74 from Line 73.	N/A
<b>76. Adjusted 2020 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
<b>77. Emergency revenue.</b> Multiply Line 75 by Line 76 and divide by \$100.	N/A
<b>78. Adjusted 2021 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
<b>79. Emergency revenue rate.</b> Divide Line 77 by Line 78 and multiply by \$100. <sup>49</sup>	N/A
<b>80. 2021 voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	N/A

<sup>46</sup>Tex. Tax Code Section 26.042(b)

<sup>47</sup>Tex. Tax Code Section 26.042(f)

<sup>48</sup>Tex. Tax Code Section 26.042(c)

<sup>49</sup>Tex. Tax Code Section 26.042(b)

<sup>50</sup>Tex. Tax Code Section 26.04(c-2) and (d-2)

**SECTION 8: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

**No-New-Revenue tax rate**

As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). \$0.616848/\$100

Indicate the line number used: 27

**Voter-Approval tax rate**

As applicable, enter the 2021 voter-approval tax rate from: Line 49, Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). \$0.651059/\$100

Indicate the line number used: 67

**De minimis rate**

If applicable, enter the de minimis rate from Line 72. \$0.635208/\$100

**SECTION 9: Taxing Unit Representative Name and Signature**

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.<sup>50</sup>

**print here** Debra C Bramlett

Printed Name of Taxing Unit Representative

**sign here**

*Debra C Bramlett*

Taxing Unit Representative

*8/6/2021*

Date

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners court approved the Intergovernmental Lease Agreement Extension Amendment for Levelland DFPS (Department of Family and Protective Services) between Hockley County and State of Texas acting by and through the Health and Human Services. As per State Agency Memorandum of Understanding for Use of Facility Space recorded below.



## STATE AGENCY MEMORANDUM OF UNDERSTANDING FOR USE OF FACILITY SPACE

### 1. PARTIES

This Memorandum of Understanding for Use of Facility Space (the "MOU") is entered into by and between Hockley County ("Owner"), and the Health and Human Services Commission ("HHSC"), for and on behalf of the Department of Family and Protective Services ("DFPS"), each a "Party" and collectively the "Parties," pursuant to HHSC's delegated authority from the Texas Facilities Commission.

### 2. AUTHORIZED REPRESENTATIVES

The following will act as the designated representative authorized to administer activities, including but not limited to, non-legal notices, consents, approvals, requests, or other general communications, provided for or permitted to be given under this MOU. The designated representative on behalf of each respective Party is as follows:

#### Owner

Hockley County  
Judge Sharla Baldrige  
802 Houston, Suite 101  
Levelland, Texas 79336  
Tel. 806-894-6856  
Email: sbaldrige@hockleycounty.org

#### HHSC

Reynaldo Garcia, CTCM  
6302 Iola Ave.  
Lubbock, Texas, 79424  
Tel. (806) 783-6606  
Email: Reynaldo.Garcia@hhs.texas.gov

Either Party may change its designated representative by written notice to the other Party.

### 3. PURPOSE AND SPACE DESCRIPTION

Owner agrees to allow HHSC and DFPS the exclusive right to use space within the real property owned by the Owner described in the next paragraph to facilitate the delivery of services to residents of Hockley County and the state of Texas, or other uses as deemed necessary by HHSC or DFPS. Owner waives all rental charges for the leased space, except for HHSC's and DFPS's proportionate share of any reimbursable expenses or direct payment for utilities, telephone service, or other services for the "Premises" (defined below), if any, as set forth in Section 7, HHSC's Responsibilities.

The leased space to be provided by the Owner is approximately 7,500 usable square feet that includes a client waiting area, receptionist area, offices, a break room, a conference room, a supply room, a Mail room, employee/client restrooms, a LAN/Telecom room, a Rainbow room, a Silver Star room, Observation rooms, Interview rooms, Visitation rooms, a Janitor's room, a Foster Parent Waiting room, and hallway/circulation space and is located at 904 8<sup>th</sup> Street, Levelland, Texas, 79336 (the "Premises").

### 4. DURATION

This MOU shall be for the initial period of 36 months commencing on September 1, 2021 and ending on August 31, 2024 unless renewed, extended, or terminated pursuant to the terms and conditions of this MOU. The Parties, subject to mutually agreeable terms, may extend this MOU for any period(s) of time, provided the MOU term, including all extensions or renewals, does not exceed ten years.

## **5. JOINT RESPONSIBILITIES**

*The Parties agree:*

- a. this MOU is valid as long as HHSC or DFPS uses the Premises in accordance with the purpose stated in Section 3 above;
- b. to review this MOU annually throughout the life of the MOU and provide written notice to the other Party if one Party determines a change to the MOU is needed; and
- c. provide at least 90 days advance written notice prior to the then current termination date of either Party's intent not to renew or extend this MOU.

## **6. OWNER'S RESPONSIBILITIES**

*The Owner agrees to:*

- a. provide the Premises without rental cost;
- b. within 30 days of receiving notice, cure any violations of any city ordinance, state statute, federal law, or other matter that interferes with HHSC's or DFPS's intended use of the Premises;
- e. allow HHSC or DFPS to prepare and install any signs necessary to indicate HHSC's or DFPS's name, location, and governmental purpose, and
- d. to keep the exterior of the Premises and building(s) occupied by HHSC or DFPS in good repair and condition and maintain the adjacent grounds in an appropriate and regularly scheduled manner.

## **7. HHSC'S RESPONSIBILITIES**

*HHSC and DFPS agrees to:*

- a. use and occupy the Premises in accordance with the purpose stated in Section 3 above;
- b. make no alterations, additions, or improvements in, to, or about the Premises without prior written consent of the Owner;
- c. provide the Owner advance written notice of any observed violations by Owner or the Owner's authorized agent of a city ordinance, state statute, federal law, or other matter that interferes with HHSC's or DFPS's intended use of the Premises;
- d. conform to reasonable published regulations that may be established from time to time by the Owner, for the general convenience of all tenants, excluding those regulations that conflict with federal and state laws or regulations, or HHSC's or DFPS's policies;
- e. establish and set up its own accounts for water, electrical services, and other associated utilities at the Premises;
- f. provide and maintain its own telephone system for local/long distance phone services at the Premises;
- g. provide and maintain its own security alarm and locking systems at the Premises;

- h. provide janitorial contracted services for the Premises.
- i. maintain the Premises in good condition, while allowing for normal wear and tear; and
- j. permit the Owner's designated representative to enter and examine the Premises with a minimum of 48 hours' advance written notice to HHSC and DFPS. In the event of emergency or disaster, the Owner is not required to give advance notice.

**8. ADDITIONAL TERMS AND CONDITIONS**

- 8.1. Termination for Convenience. This MOU may be terminated early by either Party upon providing 120 days advance written notice to the other Party. However, if during the term of this MOU, the Premises, or any portion thereof, becomes condemned or uninhabitable, then HHSC shall have the option of terminating this MOU upon providing seven days notice to the Owner.
- 8.2. Removal of HHSC Property. On termination of this MOU, HHSC or DFPS may for 60 days after the termination date, and at its sole option and expense, remove from the Premises any and all improvements, equipment, appliances or other property owned, placed, or installed by HHSC or DFPS. HHSC shall deliver the Premises to the Owner in good order and condition, excluding reasonable use and ordinary wear and tear.
- 8.3. Uninhabitable or Condemnation. If, during the term of this MOU, the Premises, or any portion thereof, shall become uninhabitable or be condemned for any public purpose, HHSC or DFPS shall have the option of terminating and canceling this MOU upon 14 days' notice to the Owner.
- 8.4. Assignment. HHSC reserves the right to assign this MOU to any successor health and human services state agency or DFPS. No other assignment of the rights or obligations under this MOU will be valid without the written consent of the non-assigning Party.
- 8.5. Legal Notices. Any legal notice required under this MOU shall be deemed delivered when deposited by HHSC either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the address set forth below for Owner. Legal notice given by Owner will be deemed effective when received by HHSC at the address below. The addresses are as follows:

**Owner**  
 Hockley County  
 Attn: Judge Sharla Baldrige  
 802 Houston, Suite 101  
 Levelland, Texas 79336  
 Tel. 806-894-6856  
 Email: sbaldrige@hockleycounty.org

**HHSC**  
 Health and Human Services Commission  
 Attn: Office of Chief Counsel  
 4900 N. Lamar Boulevard; Mail Code 1100  
 Austin, Texas 78751-6500

***With copy to:***  
 Health and Human Services Commission  
 Attn: Director of RAS Region 01  
 6302 Iola Avenue  
 Lubbock, Texas, 79424  
 HHSC Reg01\_Admin\_Services@hhsc.state.tx.us

Either Party may change its address for legal notice by written notice to the other Party. All legal notices submitted to HHSC must:

- (1) include the MOU number;
  - (2) be sent to the person(s) identified in the MOU; and
  - (3) comply with all terms and conditions of the MOU.
- 8.6. Public Information Act. Information, documentation, and other material related to this MOU may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “**Public Information Act**” or “**PIA**”). In accordance with Section 2252.907 of the Texas Government Code, Owner is required to make any information created or exchanged with HHSC or the Occupying Agency pursuant to this MOU, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to HHSC or DFPS.
- 8.7. Governmental Liability. Owner acknowledges that, because HHSC and DFPS are agencies of the state of Texas, liability for the tortious conduct of the agents and employees of HHSC or DFPS (other than medical liability of medical staff physicians) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the “Texas Tort Claims Act,” *Texas Civil Practice and Remedies Code* Chapters 101 and 104, and that Workers’ Compensation Insurance coverage for employees of HHSC or DFPS is provided by HHSC or DFPS as mandated by the provisions of *Texas Labor Code* Chapter 503. Owner further acknowledges that, as an agency of the state of Texas, HHSC or DFPS has only such authority as is granted to HHSC or DFPS by state law or as may be reasonably implied from such law, and that HHSC or DFPS shall have the right, at its option, to (a) obtain liability insurance protecting HHSC or DFPS and its employees and property insurance protecting HHSC’s or DFPS’s buildings and the contents; or (b) self-insure against any risk that may be incurred by HHSC or DFPS as a result of its operations under this Agreement. Any obligation by HHSC under this Agreement to obtain insurance is expressly made subject to the HHSC’s authority under state law to obtain such insurance. No insurance carrier of either Party shall have a right of subrogation against the other Party to this Agreement.
- 8.8. Sovereign Immunity. The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver by HHSC, the Occupancy Agency or the State of Texas of any immunities from suit or from liability that HHSC, the Occupying Agency or the State of Texas may have by operation of law. Notwithstanding the forgoing, if Owner is a state agency or department, district, authority, county, municipality, or other political subdivision of the State, then nothing in this MOU should be construed to abrogate any rights or affirmative defenses available to Owner under doctrines of sovereign and official immunity.
- 8.9. State Auditor’s Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this MOU or indirectly through a subcontract under this MOU. The acceptance of funds directly under this MOU or indirectly through a subcontract under this MOU acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.



8.10. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this MOU is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to HHSC or DFPS.

8.11. Entire Agreement and Amendments. This MOU and all attachments incorporated and made a part of the MOU constitute the entire agreement between the Parties. All prior proposals, negotiations, notices, and representations not incorporated into this MOU are void and have no legal effect. Any future amendment or modification to this MOU is not valid unless evidenced in writing and signed by the Owner and HHSC.

By signing below, the Parties acknowledge that they have read this MOU and bind themselves to faithful performance of the duties and obligations therein.

**Hockley County**

By: Sharla Baldrige  
Name: Sharla Baldrige  
Title: Hockley County Judge  
Date of Execution: 8-9-2021

**Health and Human Services  
Commission**

By: Otis E. Williams  
Otis Williams  
Associate Commissioner for System  
Support Services  
Date of Execution: 09/02/21

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Official Bond and Oath of Stacey Sisk, Clerk for Justice of the Peace, Precinct 5. As per Official Bond and Oath recorded below.

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 65580069

That we, Stacey Sisk, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hockley County Judge, his successors in office, in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 28th day of July, 2021.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 28th day of July, 2021, duly Appointed (Elected—Appointed) to the office of Peace Pct # 5 in and for Hockley County, State of Texas, for a term of Indefinite year commencing on the 28th day of July, 2021.

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 <sup>4</sup> faithfully perform the duties of 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 cancelled 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.

Principal

WESTERN SURETY COMPANY

Paul T. Bruffat, Vice President

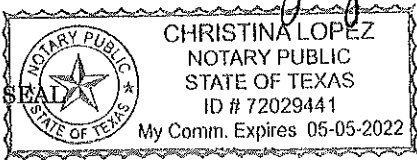
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hockley } ss

Before me, Christina Lopez on this day, personally appeared Stacy Sisk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Surreland, Texas, this 20th day of July, 2021.



Christina Lopez  
Hockley County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

SEAL

\_\_\_\_\_ County, Texas

THE STATE OF TEXAS

County of Hockley } ss

The foregoing bond of Stacey Sisk as Clerk, JP #5 in and for Hockley County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Jennifer Palermo Clerk  
County Court Hockley County

Date 8-9, 2021  
Sharla Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS

County of Hockley } ss

I, Jennifer Palermo County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 9 day of August, 2021, with its certificates of authentication, was filed for record in my office the 9 day of August, 2021, at 9:00 o'clock A. M., and duly recorded the 9 day of August, 2021, at 9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page \_\_\_\_\_, Document # \_\_\_\_\_.

WITNESS my hand and the seal of the County Court of said County, at office in Levelland, Texas the day and year last above written.

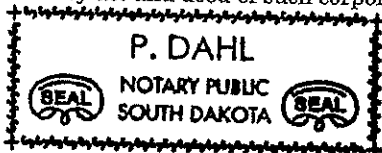
By Anna M. Gura Deputy

Jennifer Palermo Clerk  
County Court Hockley County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA } ss  
County of Minnehaha

Before me, a Notary Public, in and for said County and State on this 28th day of July, 2021, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Clerk - Justice of the Peace County of Hockley County

bond with bond number 65580069

for Stacey Sisk

as Principal in the penalty amount not to exceed: \$ 5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 28th day of July, 2021.

ATTEST

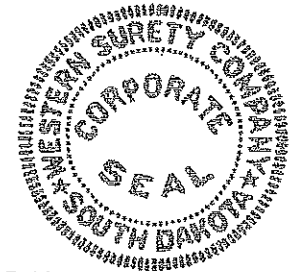
*P. Leitheiser*

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By *Paul T. Bruflat*

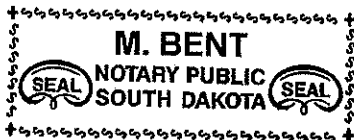
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 28th day of July, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

*M. Bent*

Notary Public

To validate bond authenticity, go to [www.enasurety.com](http://www.enasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Motion by Commissioner Wisdom second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners approved hourly pay rates for temporary and part time employees of Hockley County. AS per hourly sheet recorded below.

**MAXIMUM PAY RATES FOR TEMPORARY AND PART TIME  
EMPLOYEES OF  
HOCKLEY COUNTY TEXAS**

**COURTHOUSE/LIBRARY PERSONNEL**

Temporary	\$8.00
Temporary w/ Experience	\$13.00
Part Time	\$8.00
Part Time w/ Experience	\$13.00

**PRECINCT PERSONNEL**

Temporary	\$8.00
Temporary w/ Experience	\$13.00
Part Time	\$8.00
Part Time w/ Experience	\$13.00

**MALLET PERSONNEL**

Temporary	\$8.00
Temporary w/ Experience	\$10.00
Part Time	\$8.00
Part Time w/ Experience	\$13.00

Theses rates will be effective August 9, 2021



Motion by Commissioner Carter second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the 2022 Hockley County Holidays for 2022. As per Holiday sheet recorded below.

## 2022 Hockley County Holidays

February 21, 2022	Monday	Presidents' Day
April 15, 2022	Friday	Good Friday
May 30, 2022	Monday	Memorial Day
July 4, 2022	Monday	Independence Day
September 5, 2022	Monday	Labor Day
October 10, 2022	Monday	Columbus Day
November 11, 2022	Friday	Veterans Day
November 24 & 25, 2022	Thursday & Friday	Thanksgiving
December 26 & 27, 2022	Monday & Tuesday	Christmas

Motion by Commissioner Graf, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners Court approved the Interlocal Agreement between Lubbock County, Texas, a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases, and Hockley County, Texas. As per Interlocal Agreement recorded below

## INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **HOCKLEY 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 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 Hockley 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 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 Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding received from the Texas Indigent Defense Commission ("TIDC"). 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 RPDO 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 participating counties (50%) and the average number of capital murder cases filed between 2011 and 2020 as a percentage of the participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2021 and continue through September 30, 2022. Thereafter, the agreements shall automatically renew each October 1<sup>st</sup> for a successive one-year term through September 30, 2023, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> 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 RPDO 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 RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO 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 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 RPDO and the RPDO attorney will at all times be guided by and comply with the RPDO's attorney's duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations. It is understood and acknowledged by the parties that the duties and responsibilities of the RPDO to provide the services and legal representation under this Agreement are subject to the application of the following, 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; and (vii) 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 **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 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](mailto:rkeith@rpdo.org)

**If to PARTICIPANT:**

Honorable Sharla Baldrige  
County Judge  
Hockley County  
802 Houston St.  
Levelland, Texas 79336  
E-Mail: [sbaldrige@hockleycounty.org](mailto:sbaldrige@hockleycounty.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 all of 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 available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, 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 RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.
- (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

<b>County</b>	<b>2010 Pop</b>	<b>%Total Pop</b>	<b>Avg cases per yr</b>	<b>%Total Cases</b>	<b>FY22 Cost per County</b>	<b>FY23 Cost per County</b>
Anderson	58,458	0.66%	0.9	0.69%	\$25,301.00	\$25,301.00
Andrews	14,786	0.17%	0.4	0.31%	\$8,984.00	\$8,984.00
Angelina	86,771	0.97%	1.3	0.99%	\$37,551.00	\$37,551.00
Aransas	23,158	0.26%	0.2	0.15%	\$7,646.00	\$7,646.00
Archer	9,054	0.10%	0.0	0.00%	\$1,719.00	\$1,719.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$18,255.00	\$18,255.00
Austin	28,417	0.32%	0.9	0.69%	\$19,402.00	\$19,402.00
Bailey	7,165	0.08%	0.6	0.46%	\$10,447.00	\$10,447.00
Bandera	20,485	0.23%	0.1	0.08%	\$5,605.00	\$5,605.00
Bastrop	74,171	0.83%	0.5	0.38%	\$22,511.00	\$22,511.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$30,159.00	\$30,159.00
Bell	310,235	3.48%	6	4.58%	\$155,196.00	\$155,196.00
Blanco	10,497	0.12%	0.2	0.15%	\$5,058.00	\$5,058.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$8,174.00	\$8,174.00
Bowie	92,565	1.04%	2.9	2.21%	\$60,942.00	\$60,942.00
Brazoria	313,166	3.52%	1.2	0.92%	\$78,780.00	\$78,780.00
Brazos	194,851	2.19%	2.7	2.06%	\$78,144.00	\$78,144.00
Brewster	9,232	0.10%	0	0.00%	\$1,756.00	\$1,756.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,339.00	\$1,339.00
Brown	38,106	0.43%	1.9	1.45%	\$36,601.00	\$36,601.00
Burleson	17,187	0.19%	0.5	0.38%	\$11,001.00	\$11,001.00
Burnet	42,750	0.48%	0.1	0.08%	\$10,133.00	\$10,133.00
Caldwell	38,066	0.43%	0.1	0.08%	\$9,242.00	\$9,242.00
Calhoun	21,381	0.24%	0.3	0.23%	\$8,829.00	\$8,829.00
Callahan	13,544	0.15%	0.1	0.08%	\$4,159.00	\$4,159.00
Camp	12,401	0.14%	0	0.00%	\$2,413.00	\$2,413.00
Carson	6,182	0.07%	0	0.00%	\$1,126.00	\$1,126.00
Cass	30,464	0.34%	0.5	0.38%	\$13,747.00	\$13,747.00
Castro	8,062	0.09%	0	0.00%	\$1,515.00	\$1,515.00
Chambers	35,096	0.39%	0.2	0.15%	\$10,147.00	\$10,147.00
Cherokee	50,845	0.57%	0.4	0.31%	\$16,033.00	\$16,033.00
Childress	7,041	0.08%	0	0.00%	\$1,304.00	\$1,304.00
Clay	10,752	0.12%	0.3	0.23%	\$6,630.00	\$6,630.00
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%	\$3,207.00	\$3,207.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$5,685.00	\$5,685.00
Comal	108,472	1.22%	0.4	0.31%	\$27,857.00	\$27,857.00



Comanche	13,974	0.16%	0.2	0.15%	\$5,760.00	\$5,760.00
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$21,238.00	\$21,238.00
Coryell	75,388	0.85%	0.8	0.61%	\$27,599.00	\$27,599.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,272.00	\$2,272.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,136.00	\$2,136.00
Crosby	6,059	0.07%	0.1	0.08%	\$2,620.00	\$2,620.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,234.00	\$1,234.00
Dawson	13,833	0.16%	0	0.00%	\$2,709.00	\$2,709.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$5,374.00	\$5,374.00
Delta	5,231	0.06%	0.1	0.08%	\$2,446.00	\$2,446.00
DeWitt	20,097	0.23%	0	0.00%	\$4,005.00	\$4,005.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$3,435.00	\$3,435.00
Donley	3,677	0.04%	0.1	0.08%	\$2,128.00	\$2,128.00
Duval	11,782	0.13%	0	0.00%	\$2,285.00	\$2,285.00
Eastland	18,583	0.21%	0.1	0.08%	\$5,211.00	\$5,211.00
Ector	137,130	1.54%	3.8	2.90%	\$85,957.00	\$85,957.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$45,992.00	\$45,992.00
Erath	37,890	0.43%	1.2	0.92%	\$25,549.00	\$25,549.00
Falls	17,866	0.20%	0.8	0.61%	\$15,700.00	\$15,700.00
Fannin	33,915	0.38%	0.5	0.38%	\$14,461.00	\$14,461.00
Fayette	24,554	0.28%	0	0.00%	\$4,902.00	\$4,902.00
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,181.00	\$1,181.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$11,158.00	\$11,158.00
Freestone	19,816	0.22%	0.2	0.15%	\$6,986.00	\$6,986.00
Frio	17,217	0.19%	0.4	0.31%	\$9,487.00	\$9,487.00
Gaines	17,526	0.20%	0.8	0.61%	\$15,629.00	\$15,629.00
Galveston	291,309	3.27%	3.1	2.37%	\$107,215.00	\$107,215.00
Garza	6,461	0.07%	0	0.00%	\$1,184.00	\$1,184.00
Gillespie	24,837	0.28%	0	0.00%	\$4,985.00	\$4,985.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,859.00	\$2,859.00
Gonzales	19,807	0.22%	0.7	0.53%	\$14,458.00	\$14,458.00
Gray	22,535	0.25%	0.8	0.61%	\$16,665.00	\$16,665.00
Grayson	120,877	1.36%	1.9	1.45%	\$53,724.00	\$53,724.00
Gregg	121,730	1.37%	2	1.53%	\$53,971.00	\$53,971.00
Grimes	26,604	0.30%	0.2	0.15%	\$8,390.00	\$8,390.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$45,755.00	\$45,755.00
Hale	36,273	0.41%	0.5	0.38%	\$14,949.00	\$14,949.00

Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,609.00	\$1,609.00
Hansford	5,613	0.06%	0.1	0.08%	\$2,528.00	\$2,528.00
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Hardin	54,635	0.61%	0.7	0.53%	\$21,786.00	\$21,786.00
Harrison	65,631	0.74%	2.8	2.14%	\$54,139.00	\$54,139.00
Hartley	6,062	0.07%	0	0.00%	\$1,101.00	\$1,101.00
Haskell	5,899	0.07%	0	0.00%	\$1,066.00	\$1,066.00
Hays	157,107	1.76%	0.9	0.69%	\$44,867.00	\$44,867.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$26,373.00	\$26,373.00
Hill	35,089	0.39%	0.5	0.38%	\$14,704.00	\$14,704.00
Hockley	22,935	0.26%	0	0.00%	\$4,592.00	\$4,592.00
Hood	51,182	0.57%	0.6	0.46%	\$19,552.00	\$19,552.00
Hopkins	35,161	0.39%	0.4	0.31%	\$13,199.00	\$13,199.00
Houston	23,732	0.27%	0.4	0.31%	\$10,776.00	\$10,776.00
Howard	35,012	0.39%	0	0.00%	\$7,090.00	\$7,090.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$4,351.00	\$4,351.00
Hunt	86,129	0.97%	2.8	2.14%	\$60,212.00	\$60,212.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$8,988.00	\$8,988.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,718.00	\$1,718.00
Jackson	14,075	0.16%	0.3	0.23%	\$7,290.00	\$7,290.00
Jasper	35,710	0.40%	1.5	1.14%	\$29,491.00	\$29,491.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$108,367.00	\$108,367.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$34,884.00	\$34,884.00
Johnson	150,934	1.69%	1	0.76%	\$45,143.00	\$45,143.00
Jones	20,202	0.23%	1.1	0.84%	\$20,462.00	\$20,462.00
Karnes	14,824	0.17%	0	0.00%	\$2,914.00	\$2,914.00
Kaufman	103,350	1.16%	2.1	1.60%	\$53,137.00	\$53,137.00
Kendall	33,410	0.38%	0.2	0.15%	\$9,798.00	\$9,798.00
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%	\$14,672.00	\$14,672.00
Kimble	4,607	0.05%	0.2	0.15%	\$3,840.00	\$3,840.00
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%	\$16,967.00	\$16,967.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$5,831.00	\$5,831.00
Lamar	49,793	0.56%	1.9	1.45%	\$38,145.00	\$38,145.00
Lamb	13,977	0.16%	0.1	0.08%	\$4,258.00	\$4,258.00
Lampasas	19,677	0.22%	0.4	0.31%	\$9,945.00	\$9,945.00

Lavaca	19,263	0.22%	0.5	0.38%	\$11,360.00	\$11,360.00
Lee	16,612	0.19%	0.1	0.08%	\$4,803.00	\$4,803.00
Leon	16,801	0.19%	0.1	0.08%	\$4,843.00	\$4,843.00
Liberty	75,643	0.85%	1.7	1.30%	\$40,475.00	\$40,475.00
Limestone	23,384	0.26%	0.9	0.69%	\$18,361.00	\$18,361.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,233.00	\$2,233.00
Llano	19,301	0.22%	0	0.00%	\$3,840.00	\$3,840.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Lubbock	278,831	3.13%	3	2.29%	\$103,114.00	\$103,114.00
Lynn	5,915	0.07%	0	0.00%	\$1,072.00	\$1,072.00
Madison	13,664	0.15%	0.8	0.61%	\$14,830.00	\$14,830.00
Marion	10,546	0.12%	0.1	0.08%	\$3,549.00	\$3,549.00
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	0.84%	\$24,155.00	\$24,155.00
Maverick	54,258	0.61%	0	0.00%	\$10,951.00	\$10,951.00
McCulloch	8,283	0.09%	0	0.00%	\$1,561.00	\$1,561.00
McLennan	234,906	2.64%	3.7	2.82%	\$99,650.00	\$99,650.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$20,001.00	\$20,001.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$43,357.00	\$43,357.00
Milam	24,757	0.28%	0.4	0.31%	\$11,047.00	\$11,047.00
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,793.00	\$1,793.00
Montague	19,719	0.22%	0.8	0.61%	\$16,083.00	\$16,083.00
Moore	21,904	0.25%	0.3	0.23%	\$8,937.00	\$8,937.00
Morris	12,934	0.15%	0.2	0.15%	\$5,562.00	\$5,562.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$38,238.00	\$38,238.00
Navarro	47,735	0.54%	0.6	0.46%	\$18,839.00	\$18,839.00
Newton	14,445	0.16%	0.2	0.15%	\$5,875.00	\$5,875.00
Nolan	15,216	0.17%	0.2	0.15%	\$6,016.00	\$6,016.00
Ochiltree	10,223	0.11%	0	0.00%	\$1,962.00	\$1,962.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$27,036.00	\$27,036.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$19,130.00	\$19,130.00
Panola	23,796	0.27%	0.2	0.15%	\$7,777.00	\$7,777.00
Parker	116,927	1.31%	0.6	0.46%	\$33,153.00	\$33,153.00
Parmer	10,269	0.12%	0	0.00%	\$1,972.00	\$1,972.00
Pecos	15,507	0.17%	0.5	0.38%	\$10,653.00	\$10,653.00
Polk	45,413	0.51%	1.6	1.22%	\$33,554.00	\$33,554.00
Potter	121,073	1.36%	1.6	1.22%	\$49,206.00	\$49,206.00
Presidio	7,818	0.09%	0	0.00%	\$1,465.00	\$1,465.00

Rains	10,914	0.12%	0.6	0.46%	\$11,222.00	\$11,222.00
Randall	120,725	1.36%	1.6	1.22%	\$49,134.00	\$49,134.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,052.00	\$2,052.00
Red River	12,860	0.14%	0.5	0.38%	\$10,105.00	\$10,105.00
Reeves	13,783	0.15%	0.1	0.08%	\$4,218.00	\$4,218.00
Refugio	7,383	0.08%	0	0.00%	\$1,375.00	\$1,375.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$13,804.00	\$13,804.00
Rockwall	78,337	0.88%	0.3	0.23%	\$20,343.00	\$20,343.00
Runnels	10,501	0.12%	0	0.00%	\$2,020.00	\$2,020.00
Rusk	53,330	0.60%	2	1.53%	\$40,299.00	\$40,299.00
Sabine	10,834	0.12%	0.4	0.31%	\$8,167.00	\$8,167.00
San Augustine	8,865	0.10%	1	0.76%	\$16,656.00	\$16,656.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$21,729.00	\$21,729.00
San Patricio	64,804	0.73%	0.3	0.23%	\$17,621.00	\$17,621.00
San Saba	6,131	0.07%	0.7	0.53%	\$11,753.00	\$11,753.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$6,387.00	\$6,387.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$18,585.00	\$18,585.00
Sherman	3,034	0.03%	0.1	0.08%	\$1,000.00	\$1,000.00
Smith	209,714	2.35%	3.8	2.90%	\$96,235.00	\$96,235.00
Somervell	8,490	0.10%	0	0.00%	\$1,604.00	\$1,604.00
Starr	60,968	0.68%	1.5	1.14%	\$34,617.00	\$34,617.00
Stephens	9,630	0.11%	0	0.00%	\$1,840.00	\$1,840.00
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%	\$3,740.00	\$3,740.00
Swisher	7,854	0.09%	0.2	0.15%	\$4,511.00	\$4,511.00
Taylor	131,506	1.48%	1.1	0.84%	\$43,766.00	\$43,766.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,984.00	\$3,984.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$8,010.00	\$8,010.00
Tom Green	110,224	1.24%	0.2	0.15%	\$25,688.00	\$25,688.00
Trinity	14,585	0.16%	0	0.00%	\$2,865.00	\$2,865.00
Tyler	21,766	0.24%	0.5	0.38%	\$11,948.00	\$11,948.00
Upshur	39,309	0.44%	0.9	0.69%	\$21,415.00	\$21,415.00
Upton	3,355	0.04%	0.1	0.08%	\$2,061.00	\$2,061.00
Uvalde	26,405	0.30%	0.4	0.31%	\$11,388.00	\$11,388.00
Val Verde	48,879	0.55%	0.4	0.31%	\$16,037.00	\$16,037.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$21,361.00	\$21,361.00
Victoria	86,793	0.97%	2.4	1.83%	\$52,742.00	\$52,742.00
Walker	67,861	0.76%	0.2	0.15%	\$16,925.00	\$16,925.00

Waller	43,205	0.49%	0.9	0.69%	\$22,461.00	\$22,461.00
Ward	10,658	0.12%	0.1	0.08%	\$3,572.00	\$3,572.00
Washington	33,718	0.38%	0.2	0.15%	\$9,862.00	\$9,862.00
Webb	250,304	2.81%	1.2	0.92%	\$69,861.00	\$69,861.00
Wharton	41,280	0.46%	1.6	1.22%	\$32,699.00	\$32,699.00
Wheeler	5,410	0.06%	0.1	0.08%	\$2,486.00	\$2,486.00
Wichita	131,500	1.48%	1.7	1.30%	\$51,571.00	\$51,571.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$10,245.00	\$10,245.00
Willacy	22,134	0.25%	1.6	1.22%	\$28,739.00	\$28,739.00
Wilson	42,918	0.48%	0	0.00%	\$8,726.00	\$8,726.00
Winkler	7,110	0.08%	0	0.00%	\$1,318.00	\$1,318.00
Wise	59,127	0.66%	0.5	0.38%	\$19,676.00	\$19,676.00
Wood	41,964	0.47%	0.3	0.23%	\$12,995.00	\$12,995.00
Yoakum	7,879	0.09%	0	0.00%	\$1,477.00	\$1,477.00
Young	18,550	0.21%	0.2	0.15%	\$6,724.00	\$6,724.00
Zapata	14,018	0.16%	0.1	0.08%	\$4,267.00	\$4,267.00
Zavala	11,677	0.13%	0	0.00%	\$2,263.00	\$2,263.00

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 \$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 RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 9<sup>th</sup> day of August, 2021.

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF HOCKLEY

*William Cox*

William Cox, Chairman

*Sharla Baldrige*

Honorable Sharla Baldrige  
County Judge

ATTEST:

*Geoff Burkhart*

Geoff Burkhart, Board Secretary

*Jennifer Palermo*

Jennifer Palermo, Hockley County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

*E. Keith*

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

*Angela Overman*

Angela Overman  
Hockley County District Attorney

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Matthew L. Wade  
Underwood Law Firm  
General Counsel.

*Anna Hord*

Anna Hord  
Hockley County Attorney

There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 9<sup>th</sup> day of August, A. D. 2021, was examined by me and approved.

Alno Wisdom  
Commissioner, Precinct No. 1

[Signature]  
Commissioner, Precinct No. 3

Sam Carter  
Commissioner, Precinct No. 2

Tommy Alvarez  
Commissioner, Precinct No. 4

Sharla Buldrige  
County Judge

Jennifer Palermo  
JENNIFER PALERMO, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

