

**INVOICE** 

Invoice # 530 Date: 08/21/2014

6750 West Loop South Suite 845 Bellarie, Tx 77401 Phone: 713-861-3100

Wayne Shaw

### Services

Туре	Date	Attorney	Description	Quantity	Rate	Total
Service	08/21/2014	TWY	Retainer; re: investigation, court appearance, pretrial, trial.	1.00	\$35,000.00	\$35,000.00
Service	02/09/2015	AT	Trial preparation	5.00	\$350.00	\$1,750.00
Service	02/10/2015	АТ	Trial	12.00	\$350.00	\$4,200.00
Service	02/11/2015	AT	Trial	14.00	\$350.00	\$4,900.00

### **Expenses**

Туре	Date	Description	Total
Expense	01/05/2015	Transcript of audio recordings.	\$135.00
Expense	01/06/2015	335 miles @ .50 per mile.	\$167.50
Expense	01/07/2015	Postage	\$2.70
Expense	01/07/2015	Lodging.	\$111.87
Expense	01/07/2015	Purchase software for audio files.	\$12.86
Expense	01/08/2015	Meals, tolls and miscellaneous.	\$68.32
Expense	01/08/2015	318 miles @ .50 per mile.	\$159.00
Expense	02/07/2015	Trial supplies: folders, poster board, red rope folders, exhibit stickers.	
Expense	02/08/2015	Lodging x 2	\$86.24
Expense	02/08/2015	Tolls and miscellaneous	\$145.77
•			\$18.75

October 5, 2015 Exhibit #8

I certify this to be a true copy. n SC

Γ

1.2

Expense	02/08/2015	312 miles @ .50	\$156.00
Expense	02/09/2015	Lodging x 2	\$268.94
Expense	02/09/2015	308 miles @ .50	\$154.00
Expense	02/10/2015	Lodging x 2	\$145.77
Expense	02/11/2015	Lodging x 2	\$123.17
Expense	02/12/2015	Lodging x 2	\$123.17
Expense	02/12/2015	Meals 2/8 - 2/11	\$296.66
Expense	02/12/2015	327 miles @ .50	\$163.50
Expense	02/12/2015	310 miles @ .50	\$155.00
Expense	02/12/2015	438 copies @.35 through 2/7 - 2/8	\$153.30

Total	\$48,497.52
Payment (08/25/2014)	-\$10,000.00
Payment (01/09/2015)	-\$10,000.00
Payment (02/04/2015)	-\$15,000.00
<b>Balance</b> Owing	\$13,497.52

### **Detailed Statement of Account**

### **Current Invoice**

......

Invoice Number	Due On	<b>Amount Due</b>	<b>Payments Received</b>	<b>Balance</b> Due
530	08/21/2014         \$48,497.52         \$35,000.00		\$13,497.52	
			Outstanding Balance	\$13,497.52
			Total Amount Outstanding	\$13,497.52

Please make all amounts payable to: Terry W. Yates & Associates

Payment is due upon receipt.

Jan Wyn Jh

1.9 .

) کەنچى

)<sup>(2</sup>.

# TOMMY ADAMS ATTORNEY AT LAW

 311 N. Center Suite 100

 Brownwood, Texas 76801

 PH 325-643-9888
 FAX 325-643-1777

June 29, 2015

Wayne Shaw 3501 FM 1467 Zephyr, TX 76890

Re: Representation for Cause No 23199

Invoice: Balance Due \$6,950.00

Dear Wayne,

Noted above is the amount due for Tommy's representation. Feel free to call with any questions.

Thank you,

Brandi

F Cordination of the second second

### Billing for Wayne Shaw

Pre - July 25, 2014 various consults with Wayne 2 hrs

July 25, 2014 consult w/ Hemphill .33 hr.

7/25/2014 consult w/ wayne 1 hr

7/25/2014 consult w/ David Hefner at Courthouse .33 hr

7/28/2014 ph call w/ Hemphill, consult w/ Wayne and Hefner 1 .5 hr

7/29/2014 consult w/ Wayne Hefner and Stewart and ph call w/ Hemphill 1.33 hr.

7/31/2014 three phone consults with Wayne .75 hr.

8/3/2014 trip to Kerville to consult w/ counsel 7 hrs.

8/4/2014 assist in booking Wayne in jail 1 hr

8/4/2014 Consult w/ Wayne 1 hr

8/4/-8/7/2014 various ph calls and texts NC

8/7/2014 consult w/ Wayne 1 hr

8/18/2014 consult w/ Wayne and David H. and Terry Yates 1.5 hr

8/22/2014 review Sam Swan report and consult w/ Wayne .75 hr

9/2/2014 consult w/ Wayne, Terry – text – prep and file Waiver of Arraignment, communicate w/ court coordinator about Special Judge – James Rex 1 hr

9/29/2014 ph call w/ Heath Hemphill .25 hr

9/30/2014 consult w/ wayne .5 hr

10/1-2/9 Various and Sundry Numerous cobnult w/ Wayne and filings and subpoena service NC

2/10/2015 trial day 6.5 hr

2/11/2015 trial day 7.5 hr.

¥ I certify this to, be a true copy. n the

october 5, 2015

Brown County Commissioners Court 200 South Broadway Brownwood, Texas 76801

RE: Legal fees regarding Cause# 23199 The State of Texas VS. Wayne Shaw

Judge West and Commissioners:

On October 5, 2015, The Commissioners Court met in a special meeting. Among other items on the agenda for that meeting, was Item 10. Wayne Shaw, consideration and possible approval of reimbursement for legal fees regarding the above referenced case.

The County Auditor had requested and subsequently received an Attorney General Opinion regarding the legality of reimbursement of legal fees for criminal charges. The AG opinion #KP-0037 stated that Commissioners Court has the discretion to reimburse the legal expenses incurred by a county commissioner in the defense of a criminal matter for which he was found not guilty provided that the actions were taken during the scope of his official duties, and that the reimbursement is primarily for a county purpose.

The Brown County Commissioners Court voted on October 5, 2015 that the expenses incurred meet the standards necessary for reimbursement of the incurred legal bills associated with the defense in this case. Namely, that the act was committed during the scope of official duties, and that it is in the best interest of Brown County for these expenses to be reimbursed from County Funds.

I therefore request that the following reimbursements and payments be made:

### Pay To: Wayne Shaw Reimbursements for payments made on 8/25/14, 01/09/15 And 02/04/2015 to Terry W. Yates Associates ------\$ 35,000.00 Reimbursement for payment to Sam E. Swan, P.E. Swan Engineering -----Ś 1,600.00 TOTAL DUE TO WAYNE SHAW -----\$ 36,600.00 Pay to: Terry W. Yates Associates (trial balance due) <u>\$ 13,497.52</u> Pay to: Tommy Adams, Attorney at Law (second attorney fees) \$ 6,950.00 Total Amount payable to all sources -----<u>\$ 57,047.52</u>

Thank you for your time and consideration in this matter.

Sincerely,

Invoice

Date	Description	Hours
8/8/2014 8/11/2014 8/12/2014 8/15/2014 8/20/2014 8/21/2014 1/14/2015 1/15/2014 2/9/2015 2/10/2015	Description Initial Meeting Initial Site Investigation Follow-Up Site Investigation Report Preparation, Meeting Review County Documents Conference Call with Terry Research TxDOT Manuals Photograph Dump Trailer Respond to Terry's E-Mail Testimony Preparation	Hours 1 2 1.5 0.5 0.5 0.5 5.5 1 0.5 1 0.5 1
2/11/2015	Testimony Preparation	2

## **Total Hours**

16

t

16.0 Hours X \$100/hour = \$1600.00

Sam E. Swan, P.E. Principal - Swan Engineering 3503 Second Street Brownwood, TX 76801 (817) 897-1782 <u>sam.swan@verizon.net</u>

Iga M

Invoice

Date	Description	Hours
8/8/2014	Initial Meeting	1
8/11/2014	Initial Site Investigation	2
8/12/2014	Follow-Up Site Investigation	1.5
8/15/2014	Report Preparation, Meeting	0.5
8/20/2014	Review County Documents	0.5
8/21/2014	Conference Call with Terry	0.5
1/14/2015	Research TxDOT Manuals	5.5
1/15/2014	Photograph Dump Trailer	1
2/9/2015	Respond to Terry's E-Mail	0.5
2/10/2015	Testimony Preparation	1
2/11/2015	Testimony Preparation	2

**Total Hours** 

16

## 16.0 Hours X \$100/hour = \$1600.00

Sam E. Swan, P.E. Principal - Swan Engineering 3503 Second Street Brownwood, TX 76801 (817) 897-1782 <u>sam.swan@verizon.net</u>

I certify this to be name copy



**INVOICE** 

Invoice # 530 Date: 08/21/2014

6750 West Loop South Suite 845 Bellarie, Tx 77401 Phone: 713-861-3100

Wayne Shaw

Strategie and the state of the

### Services

Туре	Date	Attorney	Description	Quantity	Rate	Total
Service	08/21/2014	TWY	Retainer; re: investigation, court appearance, pretrial, trial.	1.00	\$35,000.00	\$35,000.00
Service	02/09/2015	AT	Trial preparation	5.00	\$350.00	\$1,750.00
Service	02/10/2015	AT	Trial	12.00	\$350.00	\$4,200.00
Service	02/11/2015	AT	Trial	14.00	\$350.00	\$4,900.00

### Expenses

Туре	Date	Description	Total
Expense	01/05/2015	Transcript of audio recordings.	
Expense	01/06/2015	_	\$135.00
Expense	01/07/2015	de la coper mile.	\$167.50
•			\$2.70
Expense	01/07/2015	Lodging.	\$111.87
Expense	01/07/2015	Purchase software for audio files.	\$12.86
Expense	01/08/2015	Meals, tolls and miscellaneous.	
Expense	01/08/2015	318 miles @ .50 per mile.	\$68.32
Expense	02/07/2015		\$159.00
Expense	-	Trial supplies: folders, poster board, red rope folders, exhibit stickers.	\$86.24
	02/08/2015	Lodging x 2	\$145.77
Expense	02/08/2015	Tolls and miscellaneous	\$18.75

I certify this to be a true copy. U

: 57-

è,

538 G

.

Expense	02/08/2015	5 312 miles @ .50	
Expense	02/09/2015	Lodging x 2	\$156.00
Expense	02/09/2015	308 miles @ .50	\$268.94
Expense	02/10/2015	Lodging x 2	\$154.00
Expense	02/11/2015	Lodging x 2	\$145.77
Expense	02/12/2015	Lodging x 2	\$123.17
Expense	02/12/2015	Meais 2/8 - 2/11	\$123.17
Expense	02/12/2015	327 miles @ .50	\$296.66
Expense	02/12/2015	310 miles @ .50	\$163.50
Expense	02/12/2015	438 copies @.35 through 2/7 - 2/8	\$155.00
			\$153.30

Total	\$48,497.52
Payment (08/25/2014)	-\$10,000.00
Payment (01/09/2015)	-\$10,000.00
Payment (02/04/2015)	-\$15,000.00
<b>Balance Owing</b>	\$13,497.52

## **Detailed Statement of Account**

### **Current Invoice**

<b>Invoice Number</b>	Due On	Amount D			
530	08/21/2014	Amount Due	<b>Payments Received</b>	<b>Balance</b> Due	
	08/21/2014	\$48,497.52	\$35,000.00	\$13,497.52	
			Outstanding Balance	\$13,497.52	
			Total Amount Outstanding	\$13,497.52	

Please make all amounts payable to: Terry W. Yates & Associates

Payment is due upon receipt.

lign Sh

-----

**TOMMY ADAMS** ATTORNEY AT LAW

311 N. Center Suite 100 Brownwood, Texas 76801 PH 325-643-9888 FAX 325-643-1777

June 29, 2015

Wayne Shaw 3501 FM 1467 Zephyr, TX 76890

 ----

Re: Representation for Cause No 23199

Invoice: Balance Due \$6,950.00

Dear Wayne,

Noted above is the amount due for Tommy's representation. Feel free to call with any questions.

Thank you,

Brandi

j -I certify this to be a true copy.

7.

ŝ

**Billing for Wayne Shaw** 

Pre – July 25, 2014 various consults with Wayne 2 hrs

July 25, 2014 consult w/ Hemphill .33 hr.

7/25/2014 consult w/ wayne 1 hr

7/25/2014 consult w/ David Hefner at Courthouse .33 hr

7/28/2014 ph call w/ Hemphill, consult w/ Wayne and Hefner 1 .5 hr

7/29/2014 consult w/ Wayne Hefner and Stewart and ph call w/ Hemphill 1.33 hr.

7/31/2014 three phone consults with Wayne .75 hr.

8/3/2014 trip to Kerville to consult w/ counsel 7 hrs.

8/4/2014 assist in booking Wayne in jail 1 hr

8/4/2014 Consult w/ Wayne 1 hr

8/4/-8/7/2014 various ph calls and texts NC

8/7/2014 consult w/ Wayne 1 hr

8/18/2014 consult w/ Wayne and David H. and Terry Yates 1.5 hr

8/22/2014 review Sam Swan report and consult w/ Wayne .75 hr

9/2/2014 consult w/ Wayne, Terry – text – prep and file Waiver of Arraignment, communicate w/ court coordinator about Special Judge – James Rex 1 hr

9/29/2014 ph call w/ Heath Hemphill .25 hr

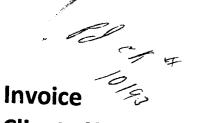
9/30/2014 consult w/ wayne .5 hr

10/1-2/9 Various and Sundry Numerous cobnult w/ Wayne and filings and subpoena service NC

2/10/2015 trial day 6.5 hr

2/11/2015 trial day 7.5 hr.

byw Sh



# **Client: Wayne Shaw**

Date	Description	Hours
8/8/2014	Initial Meeting	
8/11/2014	Initial Site Investigation	1
8/12/2014	Follow-Up Site Investigation	2
8/15/2014	Report Preparation, Meeting	1.5
8/20/2014	Review County Documents	0.5
8/21/2014	Conference Call with Terry	0.5
1/14/2015	Research TxDOT Manuals	0.5
1/15/2014	Photograph Dump Trailer	5.5
2/9/2015	Respond to Terry's E-Mail	1
2/10/2015	Testimony Preparation	0.5
2/11/2015	Testimony Preparation	1
· •	reparation	2

### **Total Hours**

16

16.0 Hours X \$100/hour = \$1600.00

Sam E. Swan, P.E. Principal - Swan Engineering 3503 Second Street Brownwood, TX 76801 (817) 897-1782 <u>sam.swan@verizon.net</u>

Wyn St

#### **INTERLOCAL AGREEMENT**

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

#### **RECITALS**

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

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

**NOW, THEREFORE, the Parties agree as follows:** 

### ARTICLE I PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds in the amount of \$1,300,000 for FY16 and \$1,300,000 for FY17 as appropriated by the 84th Texas Legislature, and cost-sharing commensurate with all eligible counties applicable inclusion in the program.

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

 $V_{ctober 5, 2015}$ (Exhibit #9)

2016 and 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the PD office and a fund balance for emergency situations, counties in the region will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 240 eligible counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 240 eligible counties (50%).

The Interlocal Agreements shall become effective October 1, 2015, and continue through September 30, 2016. Thereafter, the agreements shall renew automatically each October 1<sup>st</sup> for a successive one-year term through September 30, 2017, unless otherwise terminated under this agreement.

- 1.02 Judges Authorized to Appoint PD. The District Courts in the 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> and 9<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 PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD which prevents acceptance of an appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder

cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

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

### ARTICLE II OTHER TERMS AND CONDITIONS

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

### If to LUBBOCK COUNTY:

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

And:

\*

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

### If to PARTICIPANT:

Honorable E. Ray West, III County Judge Brown County 200 S. Broadway Brownwood, Texas 76801

- 2.02 <u>No Partnership</u>. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 <u>Waiver</u>. The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 <u>Benefit of the Parties</u>. The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 <u>Severability</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 <u>Prior Agreements Superseded</u>. This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 <u>Amendments</u>. In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

### 2.09 Withdrawal by Party.

- (a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.
- (b) <u>Involuntary Withdrawal</u>. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any

cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by the PD office and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 5th day of October, 201\_.

COUNTY OF LUBBOCK

COUNTY OF BROWN

E Kan Wen

Honorable E. Ray West, III County Judge

Honorable Thomas V. Head County Judge

ATTEST:

ATTEST:

Brown County Clerk

Honorable Kelly Pinion Lubbock County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jack Stoffregen Chief Public Defender Regional Public Defender for Capital Cases

### **REVIEWED FOR FORM:**

•

`

### **REVIEWED FOR FORM:**

ı

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

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

.

,

Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$2,732.15	\$2,732.15
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$4,817.94	\$4,817.94
Comal	108,472	1.22%	0.4	0.31%	\$23,620.60	\$23,620.60
Comanche	13,974	0.16%	0.2	0.15%	\$4,799.85	\$4,799.85
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$17,342.75	\$17,342.75
Coryell	75,388	0.85%	0.8	0.62%	\$22,593.35	\$22,593.35
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$1,945.12	\$1,945.12
Crockett	3,719	0.04%	0.1	0.08%	\$1,830.90	\$1,830.90
Crosby	6,059	0.07%	0.1	0.08%	\$2,238.34	\$2,238.34
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,167.13	\$1,167.13
Dawson	13,833	0.16%	0	0.00%	\$2,408.61	\$2,408.61
De Witt	20,097	0.23%	0	0.00%	\$3,499.31	\$3,499.31
Deaf Smith	19,372	0.22%	0.1	0.08%	\$4,556.41	\$4,556.41
Delta	5,231	0.06%	0.1	0.08%	\$2,094.17	\$2,094.17
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$2,923.85	\$2,923.85
Donley	3,677	0.04%	0.1	0.08%	\$1,823.58	\$1,823.58
Duval	11,782	0.13%	0	0.00%	\$2,051.49	\$2,051.49
Eastland	18,583	0.21%	0.1	0.08%	\$4,419.03	\$4,419.03
Ector	137,130	1.54%	3.8	2.92%	\$68,844.13	\$68,844.13
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.77%	\$37,883.62	\$37,883.62
Erath	37,890	0.43%	1.2	0.92%	\$20,797.53	\$20,797.53
Falls	17,866	0.20%	0.8	0.62%	\$12,577.57	\$12,577.57
Fannin	33,915	0.38%	0.5	0.38%	\$11,822.01	\$11,822.01
Fayette	24,554	0.28%	0	0.00%	\$4,275.36	\$4,275.36
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,122.38	\$1,122.38
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$8,946.60	\$8,946.60
Freestone	19,816	0.22%	0.2	0.15%	\$5,817.06	\$5,817.06
Frio	17,217	0.19%	0.4	0.31%	\$7,731.20	\$7,731.20
Gaines	17,526	0.20%	0.8	0.62%	\$12,518.37	\$12,518.37
Galveston	291,309	3.27%	3.1	2.39%	\$87,406.52	\$87,406.52
Garza	6,461	0.07%	0	0.00%	\$1,124.99	\$1,124.99

、

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

, ,

Kaufman	103,350	1.16%	2.1	1.62%	\$42,845.54	\$42,845.5
Kendall	33,410	0.38%	0.2	0.15%	\$8,184.06	\$8,184.06
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$12,190.77	\$12,190.7
Kimble	4,607	0.05%	0.2	0.15%	\$3,168.86	\$3,168.86
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.54%	\$13,865.87	\$13,865.8
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$4,749.02	\$4,749.02
Lamar	49,793	0.56%	1.9	1.46%	\$31,153.47	\$31,153.4
Lamb	13,977	0.16%	0.1	0.08%	\$3,617.03	\$3,617.03
Lampasas	19,677	0.22%	0.4	0.31%	\$8,159.54	\$8,159.54
Lavaca	19,263	0.22%	0.5	0.38%	\$9,270.79	\$9,270.79
Lee	16,612	0.19%	0.1	0.08%	\$4,075.84	\$4,075.84
Leon	16,801	0.19%	0.1	0.08%	\$4,108.74	\$4,108.74
Liberty	75,643	0.85%	1.7	1.31%	\$33,287.81	\$33,287.8
Limestone	23,384	0.26%	0.9	0.69%	\$14,721.71	\$14,721.7
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,007.79	\$2,007.79
Llano	19,301	0.22%	0	0.00%	\$3,360.71	\$3,360.71
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Lubbock	278,831	3.13%	3	2.31%	\$84,050.50	\$84,050.5
Lynn	5,915	0.07%	0	0.00%	\$1,029.92	\$1,029.92
Madison	13,664	0.15%	0.8	0.62%	\$11,845.91	\$11,845.9
Marion	10,546	0.12%	0.1	0.08%	\$3,019.62	\$3,019.62
Martin	4,799	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Mason	4,012	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Matagorda	36,702	0.41%	1.1	0.85%	\$19,407.33	\$19,407.3
Maverick	54,258	0.61%	0	0.00%	\$9,447.45	\$9,447.45
McCulloch	8,283	0.09%	0	0.00%	\$1,442.24	\$1,442.24
McLennan	234,906	2.64%	3.7	2.85%	\$84,685.63	\$84,685.6
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.54%	\$16,293.99	\$16,293.9
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.77%	\$35,665.67	\$35,665.6
Milam	24,757	0.28%	0.4	0.31%	\$9,044.07	\$9,044.07
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,637.26	\$1,637.26
Montague	19,719	0.22%	0.8	0.62%	\$12,900.21	\$12,900.2

•

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

.

Somervell	8,490	0.10%	0	0.00%	\$1,478.29	\$1,478.29
Starr	60,968	0.68%	1.5	1.15%	\$28,365.91	\$28,365.91
Stephens	9,630	0.11%	0	0.00%	\$1,676.78	\$1,676.78
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,085.45	\$3,085.45
Swisher	7,854	0.09%	0.2	0.15%	\$3,734.23	\$3,734.23
Taylor	131,506	1.48%	1.1	0.85%	\$35,914.68	\$35,914.68
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,386.14	\$3,386.14
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$6,813.36	\$6,813.36
Tom Green	110,224	1.24%	0.2	0.15%	\$21,558.97	\$21,558.97
Trinity	14,585	0.16%	0	0.00%	\$2,539.55	\$2,539.55
Tyler	21,766	0.24%	0.5	0.38%	\$9,706.62	\$9,706.62
Upshur	39,309	0.44%	0.9	0.69%	\$17,494.58	\$17,494.58
Upton	3,355	0.04%	0.1	0.08%	\$1,767.52	\$1,767.52
Uvalde	26,405	0.30%	0.4	0.31%	\$9,331.02	\$9,331.02
Val Verde	48,879	0.55%	0.4	0.31%	\$13,244.21	\$13,244.21
Van Zandt	52,579	0.59%	0.7	0.54%	\$17,438.48	\$17,438.48
Victoria	86,793	0.97%	2.4	1.85%	\$43,512.64	\$43,512.64
Walker	67,861	0.76%	0.2	0.15%	\$14,182.69	\$14,182.69
Waller	43,205	0.49%	0.9	0.69%	\$18,172.96	\$18,172.96
Ward	10,658	0.12%	0.1	0.08%	\$3,039.12	\$3,039.12
Washington	33,718	0.38%	0.2	0.15%	\$8,237.69	\$8,237.69
Webb	250,304	2.81%	1.2	0.92%	\$57,783.22	\$57,783.22
Wharton	41,280	0.46%	1.6	1.23%	\$26,121.16	\$26,121.16
Wheeler	5,410	0.06%	0.1	0.08%	\$2,125.33	\$2,125.33
Wichita	131,500	1.48%	1.7	1.31%	\$43,013.68	\$43,013.68
Wilbarger	13,535	0.15%	0.5	0.38%	\$8,273.43	\$8,273.43
Willacy	22,134	0.25%	0.5	0.38%	\$9,820.78	\$9,820.78
Wilson	42,918	0.48%	0	0.00%	\$7,472.92	\$7,472.92
Winkler	7,110	0.08%	0	0.00%	\$1,238.00	\$1,238.00
Wise	59,127	0.66%	0.5	0.38%	\$16,211.94	\$16,211.94
Wood	41,964	0.47%	0.3	0.23%	\$10,856.83	\$10,856.83
Yoakum	7,879	0.09%	0	0.00%	\$1,371.90	\$1,371.90
Young	18,550	0.21%	0.2	0.15%	\$5,596.62	\$5,596.62
Zapata	14,018	0.16%	0.1	0.08%	\$3,624.17	\$3,624.17
Zavala	11,677	0.13%	0	0.00%	\$2,033.21	\$2,033.21

•

•