CONTRACT DEFENDER BELL COUNTY'S VETERAN'S TREATMENT COURT

This Contract is made by and between Bell County, Texas, and Bradford Glendening on October 11th, 2023. The purpose of this agreement is for the County to provide legal services to individuals that are approved to participate in Bell County's Specialty Courts. Attorney representation in Revocation or adjudication proceedings shall not be included.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Term.</u> The term of this Contract shall be for twelve months, beginning on 10/11/2023 and ending on 10/11/2024.
- 2. <u>Compensation</u>. Attorney will receive the sum of \$600.00 per Specialty Court candidate including unsuccessful candidates and opt-outs. Attorney will bill half at intake and the other half when completion of the program is reached unless the candidate is unsuccessful or opts out of the program. Any post-trial cases and out-of-county cases will be paid through the Veteran's Treatment Court at the same rate listed above (\$600.00).
- 3. <u>Case Load</u>. Attorney may handle up to a maximum of 450 cases per year (i.e., a maximum of 150 felonies, 300 misdemeanors.
- 4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation, and other experts, consistent with Texas Code of Criminal Procedure art. 26.05(d). Request for payment for investigator and expert expenses prior to the disposition of the case are allowed with court approval. (Investigator and Expert Expenses shall be processed per Bell County's Indigent Defense Plan (§9.5).
- Standard of Performance.
 - a. Attorney shall provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
 - b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.
 - c. Attorney shall make his best professional effort to ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

- d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
- e. Attorney must maintain the minimum qualifications to practice law in the state of Texas and must immediately inform the County Judge of any change in the status of the Attorney's licensure. The Attorney must provide the County with proof of licensure in good standing upon request. Attorney shall follow the rules set forth in Bell County's Indigent Defense Plan.
- 6. <u>Conflict.</u> In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
- 7. Terms. This Contract may be canceled by either party upon 30 days written notice.

ATTORNEY:
Brif
Bradford Glendening Bradford J. Glendening
Printed Name PO Box 471, Georgetown, TX 78627
Address
Phone number 512.630.7229
Date Signed 10/11/2023

COUNTY:

Hon. Judge David Blackburn COUNTY JUDGE

Bell County

10.22. 2023

Date Signed

Hon. Judge Rebecca Depew

Bell County CCL #3

Date Signed