

CONTRACT FOR INDIGENT DEFENSE
IN
THE 132ND JUDICIAL DISTRICT COURT OF TEXAS
SCURRY COUNTY

1. INTRODUCTION

The county of Scurry (“COUNTY”) and Trey Keith (“ATTORNEY”) are the parties to this agreement. The District Judge of the 132nd Judicial District (“DISTRICT JUDGE”) is the appointing authority approving ATTORNEY to represent indigent criminal defendants in Scurry County. This agreement establishes conditions under which ATTORNEY will provide legal representation for indigent criminal defendants in Scurry County.

2. SCOPE OF WORK

ATTORNEY will provide legal representation for indigent criminal defendants in COUNTY for felony cases only. Under this contract, a felony will be any criminal offense that carries a possible punishment of confinement in excess of one year or that is classified as a State Jail Felony, Third Degree Felony, Second Degree Felony or First-Degree Felony by the Penal Code of Texas. Under this contract, ATTORNEY will represent only those defendants designated by DISTRICT JUDGE, and no file shall be opened, or appearance made under this contract except by order of DISTRICT JUDGE. ATTORNEY shall represent such defendants at the trial court level, including pre-indictment felonies, motions to revoke and motions to adjudicate. Appeals and post-conviction writs are extraordinary and are NOT covered in this contract. Capital Murder Trials where the State elects to pursue the Death Penalty are NOT covered in this contract. This contract does not cover any juvenile or misdemeanor work in the 132nd Judicial District. However, if an indigent defendant has a misdemeanor charge as well as a felony charge, ATTORNEY will handle the misdemeanor charge at no extra cost to COUNTY if the misdemeanor charge is considered in determining sentence for the felony offense as provided in Section 12.45 of the Texas Penal Code. Additionally, if the attorney or law firm contracted to provide indigent defense for a misdemeanor case or juvenile case in Scurry County is unable to do so, ATTORNEY will use its best efforts to provide representation in that instance, at no additional compensation; otherwise, ATTORNEY will consider the indigent defendant to be under this contract for only the felony case. ATTORNEY shall meet qualifications and shall devote time, attention, and energies to the performance of duties under this contract pursuant to the provisions of the 132nd Judicial District’s Local Indigent Defense Plan, including, but not limited to, the qualifications set out in the Application/Affidavit for the 132nd Judicial District Court Attorney Appointment List. DISTRICT JUDGE will monitor ATTORNEY’s caseload under this contract to ensure that the quality and effectiveness of ATTORNEY’s representation of defendants is not compromised and that each defendant is being provided effective representation. If DISTRICT JUDGE finds that ATTORNEY’s representation is being compromised or is falling below that which is expected by the Court, DISTRICT JUDGE will adjust ATTORNEY’s caseload.

3. CONTRACT PERIOD

This agreement shall commence on July 1, 2021, and shall terminate June 30, 2022, unless terminated earlier by either party, as specified herein. The parties shall have an option to renew the contract for additional years, and prior to May 1, 2022, the parties will revisit the contract to consider any desired modifications to the terms and conditions of this contract.

4. CONSIDERATION

The parties agree that this contract covers the legal representation for indigent criminal defendants in the 132nd Judicial District for Scurry County cases only. The total consideration for legal representation at the trial court level is \$110,000.00 for the contract period.

The consideration for legal representation at the trial court level under this contract between COUNTY and ATTORNEY is \$110,000.00, payable in monthly installments, based on indigent defense provided under the 2021 Contract for Indigent Defense in the 132nd Judicial District of Scurry County. COUNTY agrees to pay ATTORNEY for services at the trial court level a monthly amount of \$9,166.67.

The above amount is the total consideration to be paid by COUNTY for legal representation of indigent criminal defendants at the trial court level for all cases opened during the term of this contract and, ATTORNEY shall furnish at his/her own cost all equipment, travel, office space, office supplies, secretaries, salaries of any kind, and all other trial court expenses except as provided otherwise in this contract.

Attorney shall provide an invoice to the District Judge for the monthly contract amount for submission to, and payment by, the Scurry County Commissioner's Court. The monthly payment contemplated herein will be paid to attorney on the last business day of each month, with the first payment beginning on the last business day of July 2021.

COUNTY shall not be obligated for any other additional amount or expenses unless specifically designated in this agreement or required by law, detailed in the Request to Pay Counsel, and approved by DISTRICT JUDGE.

5. EXPERTS, INVESTIGATORS, AND INTERPRETERS

ATTORNEY will obtain prior approval of expenses for investigation and for experts by filing a motion in the 132nd Judicial District Court, stating the need for such assistance and the estimated expense. Investigative or expert expenses incurred with prior court approval shall be reimbursed as provided in the order granting approval. Investigative or expert expenses incurred without prior approval shall be reimbursed only if necessarily and reasonably incurred. All costs of experts, investigators or interpreters, either approved by the court or determined to be necessarily and reasonably obtained shall be born by Scurry County, not ATTORNEY. ATTORNEY will arrange for interpreters when the need exists. Expenses for interpreters shall be paid by COUNTY after approval by DISTRICT JUDGE.

6. CHANGE OF VENUE

If there is a change of venue which moves a case from the boundaries of the 132nd Judicial District, then ATTORNEY will be allowed his actual expenses regarding lodging, meals, court fees or costs, copy machine fees, or any other fees approved by DISTRICT JUDGE in the original jurisdiction. Any such expenses should be discussed, if possible, with DISTRICT

JUDGE prior to incurring the same. In such cases, any travel (mileage fees) outside the 132nd Judicial District will be paid at the prevailing state rate. All other fees designated herein will be the responsibility of and paid by the County of original jurisdiction.

7. ASSIGNMENT

ATTORNEY may employ an associate attorney(s) to assist in representing defendants under this contract with the prior consent and approval of DISTRICT JUDGE, but only at ATTORNEY's sole expense. The rights and duties under this contract are not assignable.

8. CONFLICTS

ATTORNEY will notify the office of DISTRICT JUDGE as soon as ATTORNEY is aware of ethical conflicts between indigent defendants and will file a Motion to Withdraw and be responsible to set the case for a hearing regarding the ethical conflict for consideration if deemed necessary by the Court.

9. REPORTS

ATTORNEY shall compile a year-end report giving the number of indigent defendants served, the number of individual cases handled, the types of cases, the disposition of the cases handled, and any other reporting information required to be in compliance with the law. For approval and payment, ATTORNEY shall provide itemized interim progress reports to COUNTY and DISTRICT JUDGE as requested for indigent defense expenditure reports. Payment shall be made by COUNTY after approval by DISTRICT JUDGE.

10. ATTORNEY'S PRIVATE PRACTICE

It is agreed that ATTORNEY may maintain a private practice. It is further agreed and understood that ATTORNEY's private practice will not interfere in any material manner with the indigent criminal defense cases provided for in this contract.

11. TERMINATION

If COUNTY wishes to terminate this contract, COUNTY may determine that desire by a majority vote of the Commissioners Court of COUNTY. Either party may terminate with 90 days' notice by Certified Mail to the other party. ATTORNEY shall complete all cases that are open as of the date of the termination notice unless relieved or replaced by DISTRICT JUDGE.

12. AMENDMENTS

Any alterations, additions or deletions in the terms and conditions of this contract shall be by written amendment approved by DISTRICT JUDGE and executed by ATTORNEY and the Commissioners Court of COUNTY.

13. SEVERABILITY

If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue.

14. SURVIVAL OF TERMS

Termination of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that the parties have expressly agreed in writing shall survive any such termination or which by their nature would be intended to be applicable following such termination.

15. INDEPENDENT CONTRACTOR

It is agreed that ATTORNEY is an independent contractor and that this contract does not create an employment relationship between COUNTY and ATTORNEY. ATTORNEY, not COUNTY, will be responsible for appropriate payment of social security taxes and federal income taxes applicable to the consideration received by ATTORNEY under this contract. ATTORNEY shall provide, to the County Auditor, either the employer identification number(EIN) and/or social security number(SSN) for income reporting requirements to the Internal Revenue Service.

COUNTY shall not be liable or responsible and shall be saved and held harmless by ATTORNEY from and against all suits, actions, claims or liability of any character arising out of the performance of ATTORNEY under this contract, including claims and damages arising from acts of negligence or acts of malpractice of ATTORNEY.

16. NO WAIVER OF SOVEREIGN IMMUNITY

THE PARTIES EXPRESSLY AGREE THAT NO PROVISIONS OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY COUNTY OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT COUNTY OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

17. GOVERNING LAW AND JURISDICTION

This contract shall be construed in accordance with and governed by the laws of the State of Texas, except for its provisions regarding conflicts of laws. The venue of any suit brought for any breach of this contract is fixed in any court of competent jurisdiction in Scurry County, Texas. All payments under the contract shall be due and payable at ATTORNEY's office in Sweetwater, Texas. This contract represents the entire agreement between the parties. No prior agreement of understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract. The County Judge of COUNTY has signed this agreement pursuant to the authority placed in him by the Commissioners Court. Any signatory executing this contract on behalf of either ATTORNEY or COUNTY warrants and guarantees that he has authority to execute this contract on behalf of ATTORNEY or COUNTY and to bind ATTORNEY and COUNTY validly and legally to the provisions of this contract.

Contact Information:
Trey Keith
Box 37
Sweetwater, TX 79556

18. PRIOR APPOINTMENTS

It is expressly understood and agreed that this contract applies only to those cases and defendants who are granted court appointed attorneys after July 1, 2021. Any and all prior appointments and appointed cases will be completed and compensated according to, and at the rate provided in, the agreement in place at the time of the original appointment.

19. MALPRACTICE INSURANCE

Attorney shall maintain, at all times during the term of this agreement, legal malpractice insurance in the minimum amount of \$250,000 per claim/\$500,000 aggregate or, alternately, in the amount set by the District Judge of the court, and provide proof thereof, upon request.

SIGNED AND EXECUTED this 2nd day of June, 2021.

COUNTY:



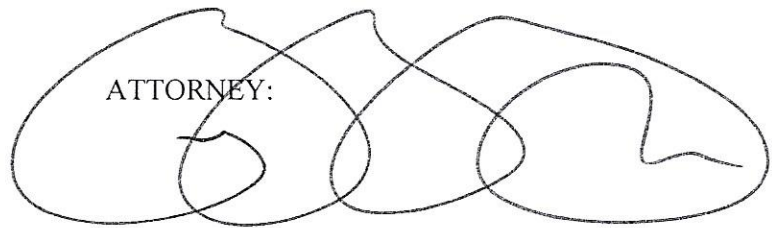
Dan R. Hicks, County Judge

ATTEST:




Melody Appleton, County Clerk, Scurry County

ATTORNEY:



Trey Keith

APPROVED:



Ernie B. Armstrong, District Judge

