

# CONTRACT FOR REPRESENTATION OF INDIGENT DEFENDANTS

## BURLESON COUNTY, TEXAS

Date: October 12, 2020

Introduction:

This contract provides an agreement for the payment of Attorney fees by the County and the services to be rendered by the Attorney. This contract is one of several ways the Juvenile Court Judge may exercise his authority to appoint attorneys to represent indigent attorneys and provide payment for the Attorney's services.

1. Parties:

County (contracting authority): **Burleson County, Texas**

Address: 100 West Buck, Suite 306,

Caldwell, Texas 77836

Telephone Number: 979-567-2333

Attorney: Bruno Shimek Law Firm

Address: 218 N. Main

**Bryan, Texas 77803**

Telephone Number: 979-823-3327

Juvenile Court Judge (appointing authority):

**Hon. Keith Schroeder**

c/o Karen Bolt, Burleson Juvenile Courthouse

100 West Buck, 306 Caldwell, Texas 77836

2. Term of contract: This contract begins **January 1, 2021** and ends **December 31, 2021**.
3. Contract renewal: This contract shall renew if the Juvenile Court Judge advises the attorney in writing during the month of November. Any renewal may include an increase in compensation for the attorney.
4. Notice of termination: The Juvenile Court Judge or the Attorney may terminate this contract prior to the termination date in this contract by giving 30-days written notice of termination at the address above. Termination of a misdemeanor appointed attorney will be done at the direction and discretion of the Juvenile Court Judge.

5. Termination Hearing: The Attorney being terminated under Notice to termination is entitled to a hearing before the County Judge to determine cause, if and only if, the Attorney makes a written request for a hearing within 10-day of delivery of the notice of termination.
6. Minimum Attorney Qualifications: Attorney must have met the following minimum qualifications:
  - a. currently Licensed and in good standing with the State Bar of Texas;
  - b. practiced in the area of criminal law for at least three years, and practiced criminal law in the Courts of Burleson County, Texas for at least one year;
  - c. exhibited proficiency and commitment to providing quality representation to criminal defendants;
  - d. exhibited professionalism and reliability when providing representation to criminal defendants;
  - e. maintain an average of 10 hours a year of continuing legal education courses relating to criminal law as recognized by the State Bar of Texas; and,
  - f. tried to verdict at least five criminal jury trials as lead counsel or as second chair counsel.

County agrees:

7. to pay the Attorney the sum of \$1100.00 per month, payment to be made by the 25<sup>th</sup> day of each month by delivering the payment to the Attorney's address above: the first payment due January 25, 2020 with a like payment on the 25<sup>th</sup> day of each following month;
8. to additionally pay the Attorney a minimum of \$75 an hour and a maximum of \$150 for jury trial preparation and minimum \$500 a day for each day of a jury trial including voir dire, as determined by the Juvenile Court Judge presiding over the case;
9. the Attorney is not expected to represent more misdemeanor clients than can be properly represented;
10. the Attorney shall be reimbursed for reasonable and necessary expenses:
  - a. expenses for investigators, mental health exams and other experts should be done by filing motions and obtaining orders for expenses in each defendant's case prior to incurring the expense;
  - b. expenses incurred without prior court approval will be reimbursed if the Juvenile Court Judge deems them reasonable and necessary.

Attorney agrees:

11. to represent all indigent defendants in misdemeanor cases in Burleson County, Texas;
  - a. that in the event the workload exceeds the Attorney's ability to provide proper representation to each client, the Attorney shall notify the appointing judge;
12. to possess the minimum Attorney Qualifications stated above;
13. to submit to the Juvenile Court Judge on the last day of each month an itemized fee voucher containing the following for that month:
  - a. the monthly compensation stated in 6. above;
  - b. the criminal case number of each case disposed including the case number for each case; and,
  - c. all expenses paid on behalf of the defendant for the month, including but, not limited to expenses for investigators, mental health exams and other experts;
14. not later than October 15 of each year and on a form prescribed by the Texas Indigent Defense Commission, submit to the county, information for the preceding fiscal year, that describes the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in the county;
15. to appear on time for each court date unless the absence or tardiness is approved by the Court, prior to the docket;
16. to make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the Attorney is appointed and to interview the defendant as soon as is practicable after the Attorney is appointed;
17. to represent the defendant until charges are dismissed, the defendant is acquitted, the Attorney is relieved of his duties by the court, replaced by other counsel or allowed to withdraw as counsel for the defendant after a finding of good cause is entered of record;
18. provide competent, zealous legal services to each client in accordance with the applicable Constitutions and Laws, Codes, and the Texas Disciplinary Rules of Professional Conduct; and,
19. not assign, subcontract or delegate any part of the services required under the contract, except with permission of the Juvenile Court Judge.

The Parties further agree:

20. the contracting Attorney is an independent contractor who shall complete the requirements of the contract in accordance with the Attorney's means and methods of work, which shall be in the exclusive charge and control of the attorney and which shall not be subject to control or supervision by the county or any judge, except specified in the contract;
21. the Attorney will not provide representation to a defendant when so doing would involve a conflict of interest;
22. the Attorney will not be appointed to more than 30 cases per contract year;
23. the Attorney shall be compensated for cases assigned and not disposed within the term of this contract as follows:
  - a. if contract renewed, no additional compensation;
  - b. if contract not renewed, if case is plead a fee of \$400; if case is tried before a jury or the Court: \$150 an hour for trial preparation and \$500 a day for each day of a trial including voir dire; and
24. Juvenile Court Judge in this contract means the County Judge signing below or his successor in Office.

SIGNED this the 13<sup>th</sup> day of October, 2020.



KEITH SCHROEDER, County Judge,  
Burleson County, Texas



Indigent Defense Attorney