

- ## II. Lawyer Agrees:

- D. Lawyer must 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.
- E. Lawyer shall make every reasonable effort to discuss each case with the District Attorney's Office prior to docket call. It is strongly suggested that agreements can be reached before docket call and paperwork can be ready for the court when the docket is called.
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  - 1) Lawyer is to represent the defendant until charges are dismissed, the defendant is acquitted, or the attorney is relieved of his duties by the court or replaced by other counsel after a finding of good cause is entered on the record.
  - 2) It is the appointed attorney's responsibility to continue representation of the client unless relieved or replaced by the term of the contract or in accordance with Texas Code of Criminal Procedure, Art. 26.04(j)(2), or unless relieved of responsibility by special permission of the court.
- G. Contracting attorneys will 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.

A majority of the judges may terminate the contract for cause at any time, after giving the lawyer 10 days notice and giving the lawyer an opportunity to hold a hearing to determine cause.

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 as specified in the contract.

Attorneys will not assign, subcontract, or delegate any part of the services required under the contract except with permission of the court.

- H. Attorneys shall file yearly the report required under Article 26.04, Code of Criminal Procedure. Failure to comply shall subject the Attorney to termination of this contract after 10 days notice of such breach.

### III. Investigative and Expert Expenses:

- A. Counsel appointed in a noncapital case shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Expenses incurred with and without prior court approval shall be reimbursed, according to the procedures set forth below. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts.

B. Procedure With Prior Court Approval:

Appointed counsel may file with the trial court a pretrial ex parte confidential request for advance payment of investigative and expert expenses. The request for expenses must state, as applicable:

- 1) the type of investigation to be conducted or the type of expert to be retained;
- 2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
- 3) an itemized list of anticipated expenses for each investigation or each expert.

The court shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the court denies in whole or in part the request for expenses, the court shall:

- a) state the reasons for the denial in writing;
- b) attach the denial to the confidential request; and
- c) submit the request and denial as a sealed exhibit to the record.

C. Procedure Without Prior Court Approval:

Appointed counsel may incur investigative or expert expenses without prior approval of the court. On presentation of a claim for reimbursement, the court shall order reimbursement of counsel for the expenses, if the expenses are reasonably necessary and reasonably incurred. Unreasonable or unnecessary expenses will not be approved.

IV. Conflict:

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.

Signed and entered into: (Date) 8 DEC 24

County: Fayette

San Mueller  
County Judge

Morris E Albers II  
Lawyer's signature

Morris E Albers II  
Lawyer's printed name

## CONTRACT FOR REPRESENTATION OF INDIGENTS IN FAYETTE COUNTY

Parties: <u>Fayette</u> (County)	<u>Luis Vallejo</u> (Lawyer)
<u>151 N. Washington St.</u> (Address)	<u>P.O. B. 340</u> (Address)
<u>La Grange, Texas 78945</u>	<u>La Grange, TX 78945</u>
<u>979-968-8500</u> (Phone No.)	<u>713-922-1768</u> (Phone No.)
	<u>lav@lavlaw.com</u> (E-mail)

Lawyer's Social Security No. or Tax I.D. No: \_\_\_\_\_

Term: 1-1-25 through 12-31-25

### I. County Agrees:

- A. To pay lawyer \$47,628 yearly. Additionally, the Attorney shall be paid \$500 per day for each day of a jury trial, including voir dire, as approved by the Judge presiding over the case, after reviewing the submitted invoice of the Trial Attorney.
- B. To appoint lawyer to 25% of all included cases.
- C. No attorney is expected to represent more felony clients than can be properly represented. In the event the workload exceeds the attorney's ability to provide proper representation to each client, the attorney shall notify the appointing judge. An attorney is not expected to handle more than 75 cases per year.
- D. Attorneys representing misdemeanor defendants will be expected to handle a caseload of no more than 200 cases per year. Attorneys representing juvenile defendants will be expected to handle a caseload of no more than 200 cases per year.
- E. Attorneys will be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts, consistent with Texas Code Criminal Procedure, Article 26.05(d).
- F. Attorneys shall submit, no later than the 5<sup>th</sup> of each month, an itemized fee voucher to the Presiding Judge for approval and submission to the Auditor for approval and payments.

### II. Lawyer Agrees:

- A. To represent 25% of all indigent defendants for all criminal cases and all juvenile cases. (The contract does not include death penalty cases, death penalty appeals or other appeals).
- B. See the Juvenile Board Plan on the Texas Indigent Defense Commission website for Juvenile CLE Requirements.
- C. To appear in court each docket call (on time) unless absence is approved (before docket day) by the court.

- D. Lawyer must 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.
- E. Lawyer shall make every reasonable effort to discuss each case with the District Attorney's Office prior to docket call. It is strongly suggested that agreements can be reached before docket call and paperwork can be ready for the court when the docket is called.
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  - 2) It is the appointed attorney's responsibility to continue representation of the client unless relieved or replaced by the term of the contract or in accordance with Texas Code of Criminal Procedure, Art. 26.04(j)(2), or unless relieved of responsibility by special permission of the court.
- G. Contracting attorneys will 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.

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- H. Attorneys shall file yearly the report required under Article 26.04, Code of Criminal Procedure. Failure to comply shall subject the Attorney to termination of this contract after 10 days notice of such breach.

### III. Investigative and Expert Expenses:

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B. Procedure With Prior Court Approval:

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The court shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the court denies in whole or in part the request for expenses, the court shall:

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Signed and entered into: (Date) December 12, 2024

County: Fayette

Dan Mueller

County Judge

[Signature]  
Lawyer's signature

Luis Vallejo  
Lawyer's printed name



## CONTRACT FOR REPRESENTATION OF INDIGENTS IN FAYETTE COUNTY

Parties: Fayette (County)  
151 N. Washington St. (Address)  
La Grange, Texas 78945  
979-968-8500 (Phone No.)

Candice Clay Baphstle (Lawyer)  
P.O. Box 821 (Address)  
La Grange, TX 78945  
979-639-5029 (Phone No.)  
Candice@claybaphstlelaw.com (E-mail)

Lawyer's Social Security No. or Tax I.D. No: \_\_\_\_\_

Term: 1-1-25 through 12-31-25

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Signed and entered into: (Date) December 12, 2024

County: Fayette

Dan Mueller  
County Judge

Candice Clay  
Lawyer's signature

Candice Clay  
Lawyer's printed name

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Parties: Fayette (County)  
151 N. Washington St. (Address)  
La Grange, Texas 78945  
979-968-8500 (Phone No.)

Richard T. Halpern (Lawyer)  
PO Box 294 (Address)  
La Grange, TX 78945  
979-968-3101 (Phone No.)  
halpern@crcta.com (E-mail)

Lawyer's Social Security No. or Tax I.D. No: \_\_\_\_\_

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Signed and entered into: (Date) 12/4/24

County: Fayette

Dan Mueller  
County Judge

Richard T. Harper  
Lawyer's signature

Richard T. Harper  
Lawyer's printed name