

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS

This Contract is made by and between the counties of Dallam, Hartley and Sherman, political subdivisions of the State of Texas, ("Counties"), and, Timothy D. Salley, Texas State Bar Number 00795633, ("Public Defender"). The purpose of this agreement is for the Counties to provide legal services to indigent defendants in the Criminal Courts of the Counties. The Public Defender has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

- Term.** The term of this Contract shall be for twelve (12) months, beginning on January 1, 2023 and ending on December 31, 2023. This agreement shall **automatically renew** for another one (1) year term, unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days before the end of the then current term, unless sooner terminated as set forth herein.
- Compensation.** The Public Defender will receive the sum of \$130,000.00 for the term of the Contract (unless the Contract is terminated sooner), payable in 12 monthly installments as follows:

Dallam County	\$63,700.00 annually	49%	\$5,308.33 monthly
Hartley County	\$41,600.00 annually	32%	\$3,466.67 monthly
Sherman County	\$24,700.00 annually	19%	\$2,058.33 monthly
- Case Load.** The Public Defender may handle up to a maximum of 400 cases per year (i.e., a maximum of 150 felonies, 150 misdemeanors, 90 juvenile cases, and 10 appeals). If the total volume of cases requires that the Public Defender be appointed to handle more than 400 cases a year, the Public Defender will be compensated for work on such extra cases at the reasonable fee that the presiding judge finds by order to be appropriate. In these cases, the Public Defender must present a form listing the time spent on each case, together with the activities for which the time was incurred, to the presiding judge for approval.
- Expense Reimbursement.** The Public Defender 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), and travel outside of the Counties, separate from the Public Defender's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with the Counties' policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and or vouchers, and submitted to the presiding judge for approval.

5. Independent Contractor. The Public Defender is not an employee of the Counties, and is, at most an independent contractor, who shall complete the requirements of this Contract by the Public Defender's own means and methods of work, and in accordance with the Public Defender's professional legal judgment, which shall be in the exclusive charge and control of the Public Defender, and is not subject to control or supervision of the Counties or any judge, except as specified in this Contract. The Defendant is your client - not the Counties.

6. Standard of Performance.
 - (a) The Public Defender will 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) The Public Defender shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Public Defender's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.
 - (c) The Public Defender shall 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) The Public Defender shall not assign, subcontract or delegate any part of the services to be provided by the Public Defender under this Contract without the prior consent and approval of the Counties. Otherwise, the Public Defender may in his discretion employ paralegals, secretaries, investigators, or any other person to aid in such representations, but shall be the Public Defender's expense.
 - (e) The Public Defender must submit a monthly progress report to be approved by each County Judge prior to any payment being made under this Contract, in accordance with art. 26.05 of the Texas Code of Criminal Procedure. The report must include the number of cases disposed of in the previous month and the types of cases (adult felony, adult misdemeanor, and juvenile) as well as the number of cases currently open and assigned by the courts. Each County Judge may require other information, which is necessary and relevant, and may confer with the presiding judge on any case.
 - (f) The Public Defender must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the County Judges of any change in the status of the Public Defender's licensure. The Public Defender must provide the Counties with proof of licensure in good standing upon request.
 - (g) The Public Defender agrees to indemnify and hold harmless the Counties from

any and all claims arising from the delivery of professional services under this contract.

- (h) The Public Defender must report to the County Judges the number of continuing legal education hours completed.
- (i) The Public Defender shall maintain an office and shall maintain the ability to receive facsimile or email correspondence twenty-four hours a day, seven days a week.
- (j) The Public Defender shall complete all cases once representation is commenced during the term of the contract, unless the Public Defender is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. The Public Defender will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
- (k) The Public Defender is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.
- (l) The Public Defender is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

7. Conflict. In the event of a conflict of interest between the Public Defender and any defendant, the Public Defender 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.

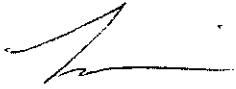
8. Termination. This Contract may be terminated by the Counties for good cause, with the approval of the majority of the Counties and District Judge serving the Counties. If a reason for termination is found to exist by any of the judges, written notice will be given to the Public Defender, and a private meeting will be held with the Public Defender and judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of the Public Defender's contract.

- (a) The Counties may terminate this agreement if the Public Defender closes his active office for the practice of law in the Counties.
- (b) The Counties may terminate this agreement if the Public Defender fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- (c) The Public Defender may terminate this agreement if the Counties fail to make

timely payments hereunder.

- (d) The Public Defender may terminate this agreement if, for reasons beyond the control of the Public Defender, the Public Defender is unable to perform the duties required hereunder.
- (e) This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

- 9. Administration. The District Judge and the County Judges will provide oversight and monitoring to assure that the Public Defender performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the Counties, the County Judges, or the District Judge on the part of any person.
- 10. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in the Counties.
- 11. Additional Terms and Conditions.
 - (a) The cases to be handled under this Agreement shall be non-capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.
 - (b) The Public Defender will be responsible for three different categories of cases in County and District Court, which include appeals:
 - Level One. Felonies
 - Level Two. Misdemeanors
 - Level Three. Juveniles
 - (c) A determination that the Public Defender has given false information in the materials submitted to the Counties in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above.
 - (d) Falsification of any report, invoice, billing documentation or other submission by the Public Defender will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Public Defender to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.
- 12. Private Practice. The Public Defender will be allowed to maintain a private civil practice as long as there is no conflict of interest under the laws of the State and no violation of the State Bar Rules as promulgated by the Supreme Court of Texas. It is further agreed that any private civil cases will be secondary to and not interfere in any material manner with the Public Defender cases. Also, the Public Defender will be allowed to represent private criminal clients for hire.



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11-7-22
Date



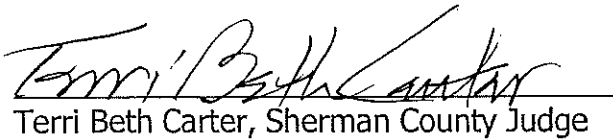
Wes Ritchey, Dallam County Judge

Date



Ronnie Gordon, Hartley County Judge

Date



Terri Beth Carter, Sherman County Judge

11/14/2022
Date