

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Approved  
10-8-24  
"no-Phillips"

<b>Submission Date:</b> 10/4/2024	<b>Submitted by:</b> Jennafer MacMillan
<b>Meeting Date:</b> 10/8/2024	<b>Department:</b> District Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Contracts for legal services for indigent criminal defendants	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve contracts for legal services for indigent criminal defendants among the following Smith County District Courts, pursuant to the Texas Code of Criminal Procedure, Article 26.04:	
<b>Background:</b> a. 7th District Court – Christian K. Johnson, b. 7th District Court – James P. Wheeler, c. 7th District Court – James E. Williams, d. 114th District Court – Christopher Grier, e. 114th District Court – Cheryl Wulf, f. 114th District Court – Kurt Noell, g. 241st District Court – Donald Davidson, h. 241st & 475th District Court – Zachary Davis, i. 241st District Court – Clifton Roberson, j. 475th District Court – John Jarvis, k. 475th District Court – Ryan Sorrells, l. Appeals – Sten Langsjoen, m. Appeals – Amy Blalock	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> T Wilson	<b>Email:</b> twilson@smith-county.com
<b>Name:</b> R McCord	<b>Email:</b> rmccord@smith-county.com
<b>Name:</b> J MacMillan	<b>Email:</b> jmacmillan@smith-county.com
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only  
Agenda Item # \_\_\_\_\_

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 7th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. Attorney shall mean *Christian K. Johnson*.
5. Term. The term of this contract shall be for one (1) month beginning on October 1, 2024 and ending on October 31, 2024, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive the monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the one (1) month term of this agreement totaling Ten Thousand and no/100 Dollars (\$10,000.00), unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

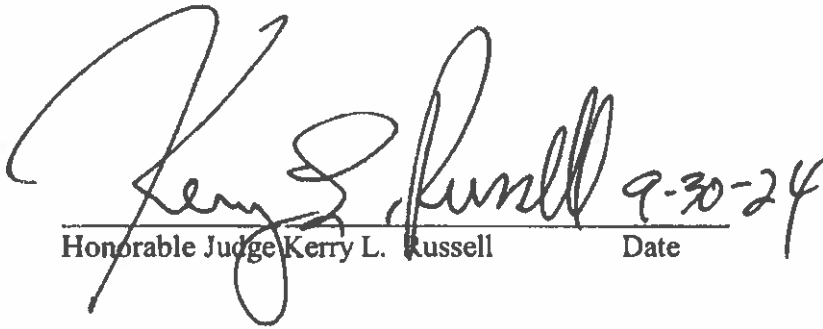
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. **Caseload.** Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. **Compensation for Expenses.** Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. **Procedure for Prior Court Approval of Expenses.** Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

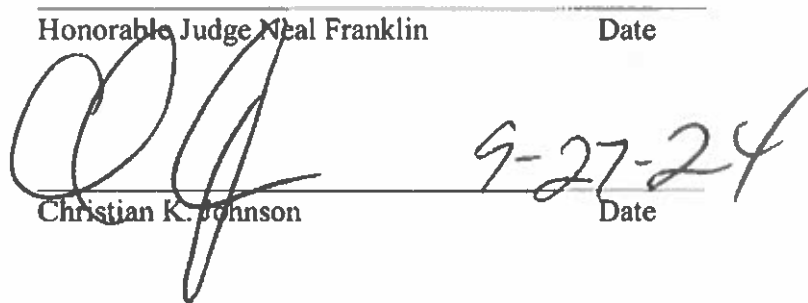
expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. **Independent Contractor.** Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. **Standard of Performance.** Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed .
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. **Continuing Requirements.** In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. **Termination of Contract.** This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. **Effect of Termination Upon the Attorney-Client Relationship.** The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. **Disputes.** Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

  
\_\_\_\_\_  
Honorable Judge Kerry L. Russell      Date      9-30-24

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date  
      9-27-24  
\_\_\_\_\_  
Christian K. Johnson      Date

# **Attorney Reporting Instructions and Form**

## **Attorney Reporting Requirements Contained in Article 26.04, Code of Criminal Procedure**

### **Background**

Beginning in 2014, Article 26.04(j) of the Code of Criminal Procedure will require all attorneys who accept appointments in adult criminal and juvenile delinquency cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website.

In addition to this attorney reporting requirement, Texas counties will be required to report the number of appointments made to every attorney who accepts appointments in the county. When viewed together, the appointment information submitted by the county and the practice time information submitted by the attorney will provide an overview of the average amount of time an attorney allocated to the representation of each indigent client.

The Legislature also has directed the Commission to conduct and publish a study on criminal defense attorney caseloads "for the purpose of determining guidelines for establishing a maximum allowable caseload for a criminal defense attorney that . . . allows the attorney to give each indigent defendant the time and effort necessary to ensure effective representation." That study is due to be completed by January 1, 2015.

### **Instructions**

Every year, an attorney is required to submit a practice-time statement to each county in which the attorney accepted an appointment in an adult criminal or juvenile delinquency case during a fiscal year period that begins on October 1 and ends on September 30. The statement is due no later than October 15 immediately following the close of each fiscal year. For example, if, during the fiscal year that begins on October 1, 2013 and ends on September 30, 2014, an attorney who accepts appointments in County A and County B must submit separate practice-time statements to County A and to County B by October 15, 2014.

The statement submitted to each county must describe (1) the percentage of an attorney's total practice time (time spent in legal practice in all jurisdictions) that was dedicated to work on trial and appeal appointments in adult criminal cases in that county's district and county courts during the fiscal year beginning on the preceding October 1; and (2) the percentage of an attorney's total practice time that was dedicated to work on trial and appeal appointments in juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in that county's district and county courts during the fiscal year beginning on the preceding October 1.

The percentages reported in the practice-time statement submitted to each county should not include time dedicated to work on appointments to cases (such as CPS cases and guardianship cases) that

are not adult criminal or juvenile delinquency cases, and should not include time dedicated to federal criminal appointments.

The attorney may submit the practice-time statement via the Commission's electronic attorney reporting portal, on the attached Commission reporting form, or on any other physical or electronic form specified by the county that captures all of the information requested on the Commission form. A county may require attorneys who accept appointments in that county to use a specific method to submit their practice-time statements.

The Commission recognizes that attorneys who accept criminal appointments use a variety of case management systems, and attorneys are not required to use any single methodology to complete the practice-time statement. However, the statement should provide percentages that are as accurate as possible given the attorney's chosen case management system.

The Commission will also work with the criminal defense community to promulgate a worksheet that may help attorneys calculate the percentages that must be included in the practice-time statement submitted to each county. Attorneys are not required to use or submit the worksheet to the county or to the Commission.

Attorneys who keep time records for all or a portion of their caseload may use those records to calculate their practice-time percentages or, in the case of partial records, to complete some of the lines on the worksheet. Time records will provide the most accurate method for calculating practice-time percentages.

Attorneys who do not keep time records may consider using a case-counting methodology to calculate practice-time percentages. This methodology involves looking at the number and types of cases in an attorney's total caseload, and calculating practice time percentages based on the number of cases in different case type categories. An attorney may keep track of the number and types of different cases the attorney handles during an entire fiscal year, or may choose to base the calculation on the number of cases the attorney has open at a specific point in time.

For example, an attorney who is appointed to 50 adult criminal cases in County A and is retained by 50 individual clients may calculate that 50% of the attorney's practice time is dedicated to adult criminal appointments in County A, if the appointed cases and retained cases are similar in complexity. The attorney may adjust the percentages as necessary to account for any significant difference in the degree of complexity of cases in each category.

Attorneys who do not keep time records or use the case counting methodology will be encouraged to use the worksheet to help them consider all of the types of cases they handle when calculating their practice-time percentages. The worksheet will be designed to help attorneys avoid over- or under-estimating the percentage of time they spend on appointments and report to the county.

### Penalties

Penalties for failing to submit a required practice-time statement by the October 15 due date may be prescribed by the judges trying criminal cases in each county. Penalties may include an attorney's removal from the list of attorneys eligible to receive future court appointments.



**TEXAS INDIGENT DEFENSE COMMISSION**

**ATTORNEY REPORTING FORM**

\_\_\_\_\_ County, Texas

*Under Article 26.04(j), Code of Criminal Procedure, attorneys are required to report to each county in which they accept appointments the percentage of their total practice time that is dedicated to appointed adult criminal cases and juvenile delinquency cases in that county. This form must be submitted annually to each county no later than October 15. Please see the Attorney Reporting Instructions published by the Commission for additional information about this form.*

1. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on adult criminal cases in which I was appointed to represent the defendant in \_\_\_\_\_ County, Texas.
2. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in which I was appointed to represent the juvenile in \_\_\_\_\_ County, Texas.
3. The percentage of practice time reported was determined primarily by:
  - ☐ Time records;
  - ☐ Case counts;
  - ☐ Combination of time records and case counts.
  - ☐ Other \_\_\_\_\_

\_\_\_\_\_  
Attorney Name

\_\_\_\_\_  
State Bar of Texas No.

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date

## **CONTRACT FOR LEGAL SERVICES FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. **Appointing Authority** shall mean the Honorable Judge of the 7th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. **Contracting Authority** shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. **Attorney** shall mean *James Patrick "Jim" Wheeler*.
5. **Term.** The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. **Compensation.** Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. **Payment of Compensation.** No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. **Attorney Qualifications.** By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

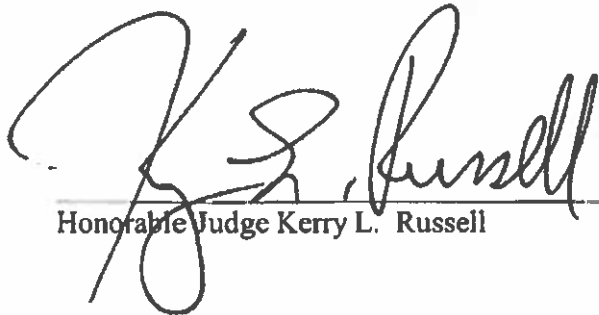
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. **Caseload.** Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. **Compensation for Expenses.** Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. **Procedure for Prior Court Approval of Expenses.** Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. **Independent Contractor.** Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. **Standard of Performance.** Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed .
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
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  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. **Termination of Contract.** This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
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  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. **Effect of Termination Upon the Attorney-Client Relationship.** The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
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17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

 9-30-24  
\_\_\_\_\_  
Honorable Judge Kerry L. Russell      Date

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date

 9-27-24  
\_\_\_\_\_  
James Patrick "Jim" Wheeler      Date

# **Attorney Reporting Instructions and Form**

## **Attorney Reporting Requirements Contained in Article 26.04, Code of Criminal Procedure**

### **Background**

Beginning in 2014, Article 26.04(j) of the Code of Criminal Procedure will require all attorneys who accept appointments in adult criminal and juvenile delinquency cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website.

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The Legislature also has directed the Commission to conduct and publish a study on criminal defense attorney caseloads "for the purpose of determining guidelines for establishing a maximum allowable caseload for a criminal defense attorney that . . . allows the attorney to give each indigent defendant the time and effort necessary to ensure effective representation." That study is due to be completed by January 1, 2015.

### **Instructions**

Every year, an attorney is required to submit a practice-time statement to each county in which the attorney accepted an appointment in an adult criminal or juvenile delinquency case during a fiscal year period that begins on October 1 and ends on September 30. The statement is due no later than October 15 immediately following the close of each fiscal year. For example, if, during the fiscal year that begins on October 1, 2013 and ends on September 30, 2014, an attorney who accepts appointments in County A and County B must submit separate practice-time statements to County A and to County B by October 15, 2014.

The statement submitted to each county must describe (1) the percentage of an attorney's total practice time (time spent in legal practice in all jurisdictions) that was dedicated to work on trial and appeal appointments in adult criminal cases in that county's district and county courts during the fiscal year beginning on the preceding October 1; and (2) the percentage of an attorney's total practice time that was dedicated to work on trial and appeal appointments in juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in that county's district and county courts during the fiscal year beginning on the preceding October 1.

The percentages reported in the practice-time statement submitted to each county should not include time dedicated to work on appointments to cases (such as CPS cases and guardianship cases) that

are not adult criminal or juvenile delinquency cases, and should not include time dedicated to federal criminal appointments.

The attorney may submit the practice-time statement via the Commission's electronic attorney reporting portal, on the attached Commission reporting form, or on any other physical or electronic form specified by the county that captures all of the information requested on the Commission form. A county may require attorneys who accept appointments in that county to use a specific method to submit their practice-time statements.

The Commission recognizes that attorneys who accept criminal appointments use a variety of case management systems, and attorneys are not required to use any single methodology to complete the practice-time statement. However, the statement should provide percentages that are as accurate as possible given the attorney's chosen case management system.

The Commission will also work with the criminal defense community to promulgate a worksheet that may help attorneys calculate the percentages that must be included in the practice-time statement submitted to each county. Attorneys are not required to use or submit the worksheet to the county or to the Commission.

Attorneys who keep time records for all or a portion of their caseload may use those records to calculate their practice-time percentages or, in the case of partial records, to complete some of the lines on the worksheet. Time records will provide the most accurate method for calculating practice-time percentages.

Attorneys who do not keep time records may consider using a case-counting methodology to calculate practice-time percentages. This methodology involves looking at the number and types of cases in an attorney's total caseload, and calculating practice time percentages based on the number of cases in different case type categories. An attorney may keep track of the number and types of different cases the attorney handles during an entire fiscal year, or may choose to base the calculation on the number of cases the attorney has open at a specific point in time.

For example, an attorney who is appointed to 50 adult criminal cases in County A and is retained by 50 individual clients may calculate that 50% of the attorney's practice time is dedicated to adult criminal appointments in County A, if the appointed cases and retained cases are similar in complexity. The attorney may adjust the percentages as necessary to account for any significant difference in the degree of complexity of cases in each category.

Attorneys who do not keep time records or use the case counting methodology will be encouraged to use the worksheet to help them consider all of the types of cases they handle when calculating their practice-time percentages. The worksheet will be designed to help attorneys avoid over- or under-estimating the percentage of time they spend on appointments and report to the county.

### Penalties

Penalties for failing to submit a required practice-time statement by the October 15 due date may be prescribed by the judges trying criminal cases in each county. Penalties may include an attorney's removal from the list of attorneys eligible to receive future court appointments.



TEXAS INDIGENT DEFENSE COMMISSION

ATTORNEY REPORTING FORM

Smith

County, Texas

*Under Article 26.04(j), Code of Criminal Procedure, attorneys are required to report to each county in which they accept appointments the percentage of their total practice time that is dedicated to appointed adult criminal cases and juvenile delinquency cases in that county. This form must be submitted annually to each county no later than October 15. Please see the Attorney Reporting Instructions published by the Commission for additional information about this form.*

1. During the preceding fiscal year (October 1 – September 30), 95 % of my total practice time was dedicated to work on adult criminal cases in which I was appointed to represent the defendant in Smith County, Texas.
2. During the preceding fiscal year (October 1 – September 30), 0 % of my total practice time was dedicated to work on juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in which I was appointed to represent the juvenile in Smith County, Texas.
3. The percentage of practice time reported was determined primarily by:

- ☐ Time records;  
☒ Case counts;  
☐ Combination of time records and case counts.  
☐ Other \_\_\_\_\_

Attorney Name James Patrick "Jim" Wheeler

State Bar of Texas No. 24026483

Attorney Signature [Signature]

Date 9-27-24

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 7th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. Attorney shall mean *JAMES E. WILLIAMS*.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

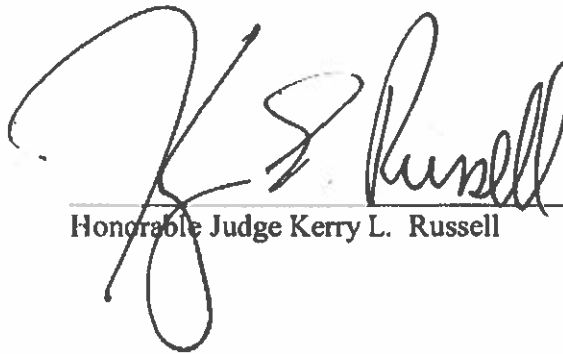
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. **Caseload.** Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. **Compensation for Expenses.** Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. **Procedure for Prior Court Approval of Expenses.** Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. **Independent Contractor.** Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. **Standard of Performance.** Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed .
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. **Continuing Requirements.** In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. **Termination of Contract.** This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. **Effect of Termination Upon the Attorney-Client Relationship.** The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. **Disputes.** Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

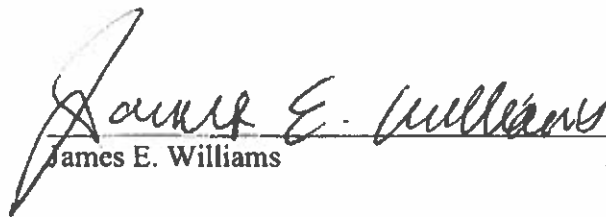
 9-30-24

Honorable Judge Kerry L. Russell

Date

Honorable Judge Neal Franklin

Date

 9-30-2024

James E. Williams

Date

# **Attorney Reporting Instructions and Form**

## **Attorney Reporting Requirements Contained in Article 26.04, Code of Criminal Procedure**

### **Background**

Beginning in 2014, Article 26.04(j) of the Code of Criminal Procedure will require all attorneys who accept appointments in adult criminal and juvenile delinquency cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website.

In addition to this attorney reporting requirement, Texas counties will be required to report the number of appointments made to every attorney who accepts appointments in the county. When viewed together, the appointment information submitted by the county and the practice time information submitted by the attorney will provide an overview of the average amount of time an attorney allocated to the representation of each indigent client.

The Legislature also has directed the Commission to conduct and publish a study on criminal defense attorney caseloads “for the purpose of determining guidelines for establishing a maximum allowable caseload for a criminal defense attorney that . . . allows the attorney to give each indigent defendant the time and effort necessary to ensure effective representation.” That study is due to be completed by January 1, 2015.

### **Instructions**

Every year, an attorney is required to submit a practice-time statement to each county in which the attorney accepted an appointment in an adult criminal or juvenile delinquency case during a fiscal year period that begins on October 1 and ends on September 30. The statement is due no later than October 15 immediately following the close of each fiscal year. For example, if, during the fiscal year that begins on October 1, 2013 and ends on September 30, 2014, an attorney who accepts appointments in County A and County B must submit separate practice-time statements to County A and to County B by October 15, 2014.

The statement submitted to each county must describe (1) the percentage of an attorney’s total practice time (time spent in legal practice in all jurisdictions) that was dedicated to work on trial and appeal appointments in adult criminal cases in that county’s district and county courts during the fiscal year beginning on the preceding October 1; and (2) the percentage of an attorney’s total practice time that was dedicated to work on trial and appeal appointments in juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in that county’s district and county courts during the fiscal year beginning on the preceding October 1.

The percentages reported in the practice-time statement submitted to each county should not include time dedicated to work on appointments to cases (such as CPS cases and guardianship cases) that

are not adult criminal or juvenile delinquency cases, and should not include time dedicated to federal criminal appointments.

The attorney may submit the practice-time statement via the Commission's electronic attorney reporting portal, on the attached Commission reporting form, or on any other physical or electronic form specified by the county that captures all of the information requested on the Commission form. A county may require attorneys who accept appointments in that county to use a specific method to submit their practice-time statements.

The Commission recognizes that attorneys who accept criminal appointments use a variety of case management systems, and attorneys are not required to use any single methodology to complete the practice-time statement. However, the statement should provide percentages that are as accurate as possible given the attorney's chosen case management system.

The Commission will also work with the criminal defense community to promulgate a worksheet that may help attorneys calculate the percentages that must be included in the practice-time statement submitted to each county. Attorneys are not required to use or submit the worksheet to the county or to the Commission.

Attorneys who keep time records for all or a portion of their caseload may use those records to calculate their practice-time percentages or, in the case of partial records, to complete some of the lines on the worksheet. Time records will provide the most accurate method for calculating practice-time percentages.

Attorneys who do not keep time records may consider using a case-counting methodology to calculate practice-time percentages. This methodology involves looking at the number and types of cases in an attorney's total caseload, and calculating practice time percentages based on the number of cases in different case type categories. An attorney may keep track of the number and types of different cases the attorney handles during an entire fiscal year, or may choose to base the calculation on the number of cases the attorney has open at a specific point in time.

For example, an attorney who is appointed to 50 adult criminal cases in County A and is retained by 50 individual clients may calculate that 50% of the attorney's practice time is dedicated to adult criminal appointments in County A, if the appointed cases and retained cases are similar in complexity. The attorney may adjust the percentages as necessary to account for any significant difference in the degree of complexity of cases in each category.

Attorneys who do not keep time records or use the case counting methodology will be encouraged to use the worksheet to help them consider all of the types of cases they handle when calculating their practice-time percentages. The worksheet will be designed to help attorneys avoid over- or under-estimating the percentage of time they spend on appointments and report to the county.

### Penalties

Penalties for failing to submit a required practice-time statement by the October 15 due date may be prescribed by the judges trying criminal cases in each county. Penalties may include an attorney's removal from the list of attorneys eligible to receive future court appointments.



TEXAS INDIGENT DEFENSE COMMISSION

ATTORNEY REPORTING FORM

\_\_\_\_\_ County, Texas

*Under Article 26.04(j), Code of Criminal Procedure, attorneys are required to report to each county in which they accept appointments the percentage of their total practice time that is dedicated to appointed adult criminal cases and juvenile delinquency cases in that county. This form must be submitted annually to each county no later than October 15. Please see the Attorney Reporting Instructions published by the Commission for additional information about this form.*

1. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on adult criminal cases in which I was appointed to represent the defendant in \_\_\_\_\_ County, Texas.
2. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in which I was appointed to represent the juvenile in \_\_\_\_\_ County, Texas.
3. The percentage of practice time reported was determined primarily by:
  - ☐ Time records;
  - ☐ Case counts;
  - ☐ Combination of time records and case counts.
  - ☐ Other \_\_\_\_\_

\_\_\_\_\_  
Attorney Name

\_\_\_\_\_  
State Bar of Texas No.

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. **Appointing Authority** shall mean the Honorable Judge of the 114th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. **Contracting Authority** shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. **Attorney** shall mean Christopher Grier.
5. **Term.** The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. **Compensation.** Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. **Payment of Compensation.** No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. **Attorney Qualifications.** By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

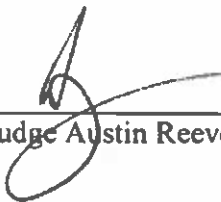
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. Compensation for Expenses. Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. Procedure for Prior Court Approval of Expenses. Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. **Independent Contractor.** Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. **Standard of Performance.** Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed.
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. **Continuing Requirements.** In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. **Termination of Contract.** This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. **Effect of Termination Upon the Attorney-Client Relationship.** The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. **Disputes.** Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

  
\_\_\_\_\_  
Honorable Judge Austin Reeve Jackson      10/20/24  
Date

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date

  
\_\_\_\_\_  
[Christopher Grier]      SEPTEMBER 30, 2024  
Date

-1-

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. **Appointing Authority** shall mean the Honorable Judge of the 114th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. **Contracting Authority** shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. **Attorney** shall mean Cheryl Wulf.
5. **Term.** The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. **Compensation.** Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. **Payment of Compensation.** No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. **Attorney Qualifications.** By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. Compensation for Expenses. Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. Procedure for Prior Court Approval of Expenses. Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of



expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. **Independent Contractor.** Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. **ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.**
12. **Standard of Performance.** Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed.
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. **Continuing Requirements.** In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. **Termination of Contract.** This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. **Effect of Termination Upon the Attorney-Client Relationship.** The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. **Disputes.** Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

 10/24/24  
\_\_\_\_\_  
Honorable Judge Austin Reeve Jackson      Date

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date

*Cheryl A. Wulf*      09/30/2024  
\_\_\_\_\_  
[Cheryl Wulf]      Date

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

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NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. **Appointing Authority** shall mean the Honorable Judge of the 114th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. **Contracting Authority** shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. **Attorney** shall mean Kurt Noell.
5. **Term.** The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. **Compensation.** Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. **Payment of Compensation.** No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
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  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;


- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. **Caseload.** Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. **Compensation for Expenses.** Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. **Procedure for Prior Court Approval of Expenses.** Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

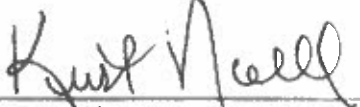
11. Independent Contractor. Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. Standard of Performance. Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed.
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. **Continuing Requirements.** In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. **Termination of Contract.** This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. **Effect of Termination Upon the Attorney-Client Relationship.** The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. **Disputes.** Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

  
\_\_\_\_\_  
Honorable Judge Austin Reeve Jackson      Date 10-6-24

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date

  
\_\_\_\_\_  
[Kurt Noell]      Date 10-1-24



**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter. 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 241<sup>st</sup> Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Clifton Roberson.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2024, and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
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  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
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- a. Procedure for Prior Court Approval of Expenses. Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
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expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

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12. Standard of Performance. Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
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  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

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  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
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Debby Gunter      9-19-24  
Honorable Judge Debby Gunter      Date

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date

Clifton Roberson      9/19/24  
Clifton Roberson      Date

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

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NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 241<sup>st</sup> Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Donald Davidson.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2024, and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. Compensation for Expenses. Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. Procedure for Prior Court Approval of Expenses. Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. Independent Contractor. Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. Standard of Performance. Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed.
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.



13. Continuing Requirements. In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. Termination of Contract. This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. Effect of Termination Upon the Attorney-Client Relationship. The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. Disputes. Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

Debby Gunter      9-19-24  
Honorable Judge Debby Gunter      Date

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date

Donald Davidson      9/19/24  
Donald Davidson      Date

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 241<sup>st</sup> Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Zachary Davis.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2024, and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. Compensation for Expenses. Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. Procedure for Prior Court Approval of Expenses. Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. Independent Contractor. Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. Standard of Performance. Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed.
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. Continuing Requirements. In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. Termination of Contract. This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. Effect of Termination Upon the Attorney-Client Relationship. The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. Disputes. Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

Debby Gunter      9-19-24  
Honorable Judge Debby Gunter      Date

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date

Zachary Davis      9/19/24  
Zachary Davis      Date

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. **Appointing Authority** shall mean the Honorable Judge of the 475th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. **Contracting Authority** shall mean Smith County, Texas, acting by and through it's duly elected County Judge and Commissioners Court.
4. **Attorney** shall mean John Jarvis.
5. **Term.** The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. **Compensation.** Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. **Payment of Compensation.** No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. **Attorney Qualifications.** By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;



- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. **Caseload.** Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. **Compensation for Expenses.** Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. **Procedure for Prior Court Approval of Expenses.** Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. **Independent Contractor.** Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. **ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.**
12. **Standard of Performance.** Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed.
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. Continuing Requirements. In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. Termination of Contract. This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. Effect of Termination Upon the Attorney-Client Relationship. The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. Disputes. Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

  
\_\_\_\_\_  
Honorable Judge Taylor B. Heaton      9/24/2024  
Date

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date

  
\_\_\_\_\_  
John Jarvis      9.24.2024  
Date

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 475th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Ryan Sorrells.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
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  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. **Independent Contractor.** Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. **ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.**
12. **Standard of Performance.** Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed.
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. Continuing Requirements. In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. Termination of Contract. This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. Effect of Termination Upon the Attorney-Client Relationship. The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. Disputes. Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.



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\_\_\_\_\_  
Honorable Judge Taylor B. Heaton

9/24/2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Honorable Judge Neal Franklin

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ryan Sorrells

9/24/24  
\_\_\_\_\_  
Date

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 475th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Zachary Davis.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
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expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

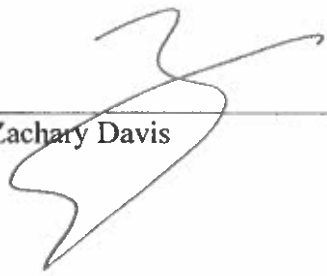
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\_\_\_\_\_  
Honorable Judge Taylor B. Heaton      9/24/2024  
Date

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date

  
\_\_\_\_\_  
Zachary Davis      09/24/24  
Date

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

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NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. **Appointing Authority** shall mean the Honorable Judge of the 114th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. **Contracting Authority** shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. **Attorney** shall mean Amy Blaylock.
5. **Term.** The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. **Compensation.** Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
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\_\_\_\_\_  
Honorable Judge Austin Reeve Jackson      Date 10/06/24

\_\_\_\_\_  
Honorable Judge Neal Franklin      Date  
  
\_\_\_\_\_  
(Amy Blalock) AB      Date 9/30/2024  
Blalock

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Approved  
10-22-24

<b>Submission Date:</b> 10/7/2024	<b>Submitted by:</b> T. Wilson
<b>Meeting Date:</b> 10/22/2024	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Indigent Defense Contract	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve contracts for legal services for indigent criminal defendants for Thad Davidson, 114th District Court and Lance Larison, 7th District Court, pursuant to the Texas Code of Criminal Procedure, Article 26.04:	
<b>Background:</b> These are the two remaining indigent defense contracts for the 114th and 7th District Court.	
<b>Financial and Operational Impact:</b> The Contract for Thad Davidson will be for the entire budgeted amount (\$120,000.00). The Contract for Lance Larison will be for 11 months, beginning November, 2024 at an amount of \$110,000.00.	
<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Is a Budget Amendment Necessary?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Return Signed Documents to:</b>	
<b>Reviewed By:</b>	
<input type="checkbox"/> County Auditor	<input type="checkbox"/> Chief Technical Officer
<input type="checkbox"/> Purchasing Director	<input type="checkbox"/> Other Relevant Reviewers(s):
<input type="checkbox"/> Legal Department	<input type="checkbox"/> County Judge

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**Item Received By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SUBMIT**

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. **Appointing Authority** shall mean the Honorable Judge of the 114TH Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. **Contracting Authority** shall mean Smith County, Texas, acting by and through it's duly elected County Judge and Commissioners Court.
4. **Attorney** shall mean Thad Davidson.
5. **Term.** The term of this contract shall be for twelve months beginning on October 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. **Compensation.** Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. **Payment of Compensation.** No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. **Attorney Qualifications.** By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. Compensation for Expenses. Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. Procedure for Prior Court Approval of Expenses. Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
  - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. **Independent Contractor.** Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. **Standard of Performance.** Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
  - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
  - b. Make every reasonable effort to contact any court-appointed client not 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 practicable after the attorney is appointed.
  - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
  - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
  - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
  - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
  - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. **Continuing Requirements.** In addition to the foregoing qualifications and performance standards, Attorney shall:
  - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
  - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
  - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. **Termination of Contract.** This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
  - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
  - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
  - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. **Effect of Termination Upon the Attorney-Client Relationship.** The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. **Disputes.** Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.



17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

  
Honorable Judge Austin Reeve Jackson      Date

Honorable Judge Neal Franklin      Date

      14 October 2024  
Thad Davidson      Date

**CONTRACT FOR LEGAL SERVICES  
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 7th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. Attorney shall mean *Lance Larison*.
5. Term. The term of this contract shall be for eleven months beginning on November 1, 2024 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the eleven (11) month term of this agreement totaling One Hundred Ten Thousand and no/100 Dollars (\$110,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
  - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
  - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

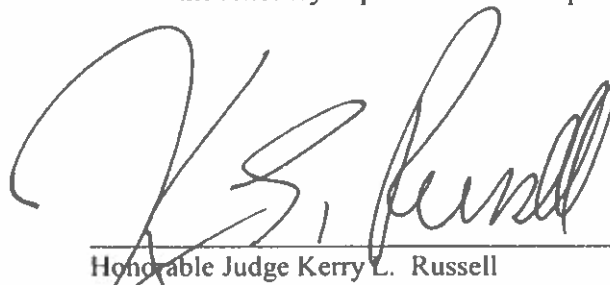
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
  - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
  - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
  - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
  - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
  - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. Compensation for Expenses. Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
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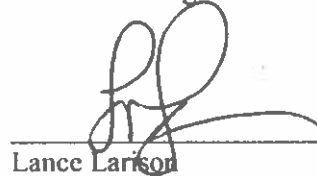
 10/17/24

Honorable Judge Kerry L. Russell

Date

  
Honorable Judge Neal Franklin

Date

 10/16/24

Lance Larson

Date