

CONTRACT FOR LEGAL SERVICES FOR INDIGENT DEFENDANTS

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title I, 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 294th Judicial District Court of Van Zandt County, Texas.

NOW THEREFORE, the Parties agree as follows:

Definitions.

a. Cases. A case is defined as the representation of one defendant per criminal transaction/episode regardless of the number of criminal charges a defendant may have received during that criminal transaction/episode. It is contemplated that a single defendant may have more than one criminal episodes/transactions being prosecuted simultaneously; therefore, one defendant can count toward Contracting Attorney's maximum caseload more than once.

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contracting Attorney.

2. Appointing Authority shall mean the Honorable Judge of the 294th Judicial District Court of Van Zandt County, Texas 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 Van Zandt County, Texas, acting by and through its duly elected County Judge and Commissioners Court.

4. Contracting Attorney shall mean Richard A. Schmidt.

5. Term. The term of this contract shall be for twenty-four months beginning on March 16, 2022 and ending on March 15, 2024, unless sooner terminated as set forth herein.

a. The term shall automatically renew beyond its initial period for additional 12 month terms unless notice of intent to terminate is submitted by a party to the other parties no later than 90 days prior to the expiration of any term or for cause as described below.

6.1 Compensation. Contracting Attorney will receive the sum of Eight thousand, three hundred and thirty-three and no/00 Dollars (\$8,333.00) per month, for a total of One Hundred Thousand and no/100 Dollars (\$100,000.00) every twelve-month period for the term of the contract, unless the Contract is terminated sooner. Contracting Attorney shall receive as additional compensation a flat fee for active trial participation in an amount and accrued as stated in the current Van Zandt County Indigent Defense Attorney Fee schedule

6.2 In the event this contract is terminated or a party opts not to renew, monthly compensation shall cease upon the effective date of the termination and Contracting Attorney will be reimbursed at the resolution of each case, on a per case basis, in an amount equal to the Indigent Defense Flat-Fee schedule in effect at the time this Contract is executed.

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 Van Zandt County Auditor for normal accounts payable processing.

8. Contracting Attorney Qualifications. By signing this Contract, Contracting 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 Van Zandt 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 Van Zandt County (A principal office is the commercial location where the Contracting 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 Van Zandt County office;
- j. maintains a functioning fax machine on a dedicated telephone line or an email address, available 24 hours a day and monitored on a daily basis during regularly scheduled business hours (i.e. 9 a.m through 5 p.m., Monday through Friday);
- k. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
- l. Contracting Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.

9. Caseload. Contracting Attorney may handle up to a maximum of 200 cases including felonies and applications to revoke or proceed to final adjudication felony cases, per twelve-month period, such periods beginning at the commencement of this Contract. If Contracting Attorney is appointed to 200 cases in any contract term, Contracting Attorney shall be required to notify the Appointing Authority immediately so that Contracting 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 Appellate matters, capital felonies or misdemeanor offenses. If a contract term is extended beyond its initial period, the number of cases actively being represented by

Contracting Attorney at the expiration of the prior term shall be included in the calculation of Contracting Attorney's caseload maximum stated above. In no event shall Contracting Attorney's active caseload exceed 200 cases.

10. Compensation for Expenses. Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expense for investigation and for mental health and other experts with prior court approval.

Contracting Attorney 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 Contracting Attorney, this request may be filed as an ex parte confidential request. 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. Contracting Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Contracting Attorney is an independent contractor who shall complete the requirements of this Contract by Contracting Attorney's own means and methods of work, and in accordance with the Contracting Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Contracting 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 CONTRACTING ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE CONTRACTING 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.

ONCE THE ATTORNEY - CLIENT RELATIONSHIP HAS BEEN ESTABLISHED, CONTRACTING ATTORNEY WILL REFRAIN FROM ATTEMPTING TO WITHDRAW FROM REPRESENTATION OF CLIENT UNLESS SUCH WITHDRAWAL IS REQUIRED BY THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OR A CLIENT DEMANDS CONTRACTING ATTORNEY'S WITHDRAWAL. IF SUCH A WITHDRAWAL BECOMES NECESSARY, UPON SHOWING OF GOOD CAUSE, APPOINTING AUTHORITY SHALL RELIEVE CONTRACTING ATTORNEY FROM REPRESENTATION AND SEEK TO APPOINT CLIENT NEW REPRESENTATION IN THE EVENT SAID CLIENT REMAINS QUALIFIED FOR INDIGENT DEFENSE ASSISTANCE.

12. Standard of Performance. Contracting 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 as soon as practicable after the Contracting Attorney is appointed in accordance with the then current IDC. Said contact may be in any reasonable form, including face-to-face, electronic, written, or telephonic;

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. Contracting Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract;

e. Contracting Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract;

f. Contracting 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. Contracting 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 and in accordance with Texas Code of Criminal Procedure 26.05.

b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Van Zandt County. The report shall be in the form electronically promulgated by the Texas Commission on Indigent Defense Business Services.

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.

A. This Contract may be terminated by notice provided in accordance herein of intent not to renew by the Appointing Authority or for the following reasons:

i. Appointing Authority may terminate this Contract if Contracting Attorney closes his active office for the practice of law in Van Zandt County, Texas;

ii. Appointing Authority may terminate this Contract if Contracting Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.

B. This Contract may be terminated by Contracting Attorney by notice as provided in accordance herein of intent not to renew by the Contracting Attorney or for the following reasons:

i. Contracting Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.

ii. Contracting Attorney may terminate this Contract if, for reasons beyond the control of Contracting Attorney, Contracting Attorney is unable to perform the duties required hereunder.


C. The Appointing Authority and Contracting Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot. Further, either Party may terminate the contract by forwarding to the other party a written intent not to renew no later than 90 days prior to the end of any given term.

15. Effect of Termination Upon the Attorney-Client Relationship. The attorney-client relationship commences upon the appointment of Contracting 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 Contracting Attorney was appointed or Contracting Attorney is relieved by Order of the Presiding Judge. Compensation post termination will be made in accordance with the provisions contained in Paragraph 6.2 above. In the event that Contracting Attorney is no longer able or is legally not qualified to conclude any 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 Van Zandt County, Texas.

17. Knowingly providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.

18. Intentional 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 Contracting Attorney to professional discipline and/or criminal prosecution.


Hon. Chris Martin, 294th Dist. Judge

3-16-22
Date


Hon. Don Kirkpatrick, Van Zandt County Judge

3-16-22
Date


Richard Schmidt, Contracting Attorney

3-16-22
Date

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NOW THEREFORE, the Parties agree as follows:

Definitions.

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1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contracting Attorney.

2. Appointing Authority shall mean the Honorable Judge of the 294th Judicial District Court of Van Zandt County, Texas 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 Van Zandt County, Texas, acting by and through its duly elected County Judge and Commissioners Court.

4. Contracting Attorney shall mean Jonathon Manning.

5. Term. The term of this contract shall be for twenty-four months beginning on March 16, 2022 and ending on March 15, 2024, unless sooner terminated as set forth herein.

a. The term shall automatically renew beyond its initial period for additional 12 month terms unless notice of intent to terminate is submitted by a party to the other parties no later than 90 days prior to the expiration of any term or for cause as described below.

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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;

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h. maintains his or her principal office in Van Zandt County (A principal office is the commercial location where the Contracting Attorney conducts the majority of his or her criminal law practice, and does not include a post office address);

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C. The Appointing Authority and Contracting Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot. Further, either Party may terminate the contract by forwarding to the other party a written intent not to renew no later than 90 days prior to the end of any given term.

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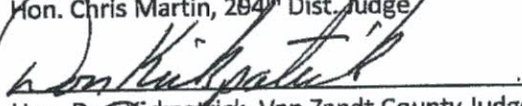
16. Disputes. Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Van Zandt County, Texas.

17. Knowingly providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.

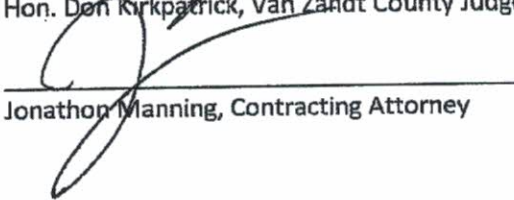
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Hon. Chris Martin, 294th Dist. Judge

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Jonathon Manning, Contracting Attorney

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