

CONTRACT FOR REPRESENTATION OF INDIGENT DEFENDANTS

WASHINGTON COUNTY, TEXAS

Date: 12-6, 2022

Introduction:

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

1. Parties:

County (contracting authority): **Washington County, Texas**
Address: 100 East Main Street, Suite 104
Brenham, Texas 77833
Telephone Number: 979-277-6200

Attorney (contractor): **Scott Ballard**
Address: 200 East Alamo Street
Brenham, Texas 77833
Telephone Number: 979-836-9990

County Court At Law Judge (appointing authority):
Hon. Eric Berg
c/o Peggy Bland, Washington County Courthouse
Second Floor,
100 East Main Street, Suite 203
Brenham, Texas 77833

2. Term of contract: This contract begins **January 1, 2023** and ends **December 31, 2023**.
3. Contract renewal: This contract shall renew if the County Court at Law Judge advises the attorney in writing during the month of November. Any renewal may include an increase in compensation for the attorney.
4. Notice of termination: The County Court at Law Judge or the Attorney may terminate this contract prior to the termination date in this contract by giving 30-days written notice of termination at the address above. Termination of an appointed attorney will be done at the direction and discretion of the County Court at Law Judge without approval of the County Judge. The County Judge may not terminate this contract without the approval of the County Court at Law Judge.

5. Termination Hearing: The Attorney being terminated under a Notice of Termination is entitled to a hearing before the County Court at Law Judge, or a judge designated by the County Court at Law Judge, if and only if, the Attorney makes a written request for a hearing within 10-days of delivery of the notice of termination.

6. Minimum Attorney Qualifications: Attorney must have met the following minimum qualifications:
 - a. Currently Licensed and in good standing with the State Bar of Texas;
 - b. Practiced in the area of criminal law for at least three years, and practiced criminal law in the Courts of Bastrop, Burleson, Lee or Washington County, Texas for at least one year;
 - c. Exhibited proficiency and commitment to providing quality representation to criminal defendants;
 - d. Exhibited professionalism and reliability when providing representation to criminal defendants;
 - e. Maintain an average of 10 hours a year of continuing legal education courses relating to criminal law as recognized by the State Bar of Texas;
 - f. Maintain a bi-annual average of 6 hours of continuing legal education courses relating to juvenile law as recognized by the State Bar of Texas; and,
 - g. Tried to verdict at least three misdemeanor criminal jury trials or two felony criminal jury trials as lead counsel or as second chair counsel.

County agrees:

7. To pay the Attorney the sum of \$4,833.33 per month, payment to be made on the 24th day of each month by delivering the payment to the Attorney's address above; the first payment due January 25th, 2023 with a like payment on the 24th day of each following month;

8. The Attorney is not expected to represent more clients than can be properly represented;

9. The Attorney shall be reimbursed for reasonable and necessary expenses:
 - a. With prior court approval. Prior court approval is preferred. Appointed counsel may file with the trial court a pretrial ex parte confidential request for advance payment of investigative and expert expenses. The request for expenses must state, as applicable:
 1. The type of investigation to be conducted or the type of expert to be retained;
 2. Specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and
 3. Anticipated expenses for each investigation or expert.

The court shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. Attorney shall supply the court with invoice and proof of payment, and any unused portion of money advanced to Attorney shall be returned to the county.

- b. Without prior court approval. Appointed counsel may incur investigative or expert expenses without prior approval of the court. On presentation of a claim for reimbursement, the court may order reimbursement of counsel for the expenses if the Judge deems the expenses reasonable and necessary.

Attorney agrees:

10. To represent all indigent defendants in misdemeanor cases (Class A and B) and juveniles in Washington County, Texas;
 - a. That in the event the workload exceeds the Attorney's ability to provide proper representation to each client, the Attorney shall notify the appointing judge;
11. He possesses the Minimum Attorney Qualifications stated above;
12. To submit to the County Court at Law Judge on the last day of each month an itemized fee voucher containing the following for that month:
 - a. The monthly compensation stated in #6 above;
 - b. The criminal case number of each case disposed including the case number for each Writ of Habeas Corpus case; and,
 - c. All expenses paid on behalf of the defendant for the month, including but, not limited to expenses for investigators, mental health exams and other experts;
13. Not later than October 15th of each year and on a form prescribed by the State Indigent Defense Commission, submit to the county, information for the preceding fiscal year, that describes the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in the county;
14. To appear on time for each court date unless the absence or tardiness is approved by the Court, prior to the docket;
15. To make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the Attorney is appointed and to interview the defendant as soon as is practicable after the Attorney is appointed;
16. To represent the defendant until charges are dismissed, the defendant is acquitted, the Attorney is relieved of his duties by the court, replaced by other counsel or allowed to withdraw as counsel for the defendant after a finding of good cause is entered of record;

17. Provide competent, zealous legal services to each client in accordance with the applicable Constitutions and Laws, Codes, and the Texas Disciplinary Rules of Professional Conduct; and,
18. Not assign, subcontract or delegate any part of the services required under the contract, except with permission of the County Court at Law Judge.

The Parties further agree:

19. The contracting Attorney is an independent contractor who shall complete the requirements of the contract in accordance with the Attorney's means and methods of work, which shall be in the exclusive charge and control of the attorney and which shall not be subject to control or supervision by the county or any judge, except specified in the contract;
20. The Attorney will not provide representation to a defendant when so doing would involve a conflict of interest. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the court, and if ordered by the judge presiding, be allowed to withdraw from representation of that case. Such withdrawal shall not affect the other terms of this agreement.
21. The Attorney will not be appointed to more than 300 cases per contract year;
22. The Attorney is not required to represent defendants in appeals;
23. The Attorney shall be compensated for cases assigned and not disposed within the term of this contract as follows:
 - a. If contract renewed, no additional compensation;
 - b. If contract not renewed, cases to which attorney has been assigned for 4 months or more, no additional compensation unless approved by the County Court at Law Judge. If case assigned less than 4 months, presiding judge has discretion to pay additional compensation as follows:
 1. Case results in a plea, a fee of up to \$350 (with adjustments for multiple cases/counts);
 2. If case is tried before a jury or the court: \$75-\$125 an hour for trial preparation and \$450-\$800 a day for each day of a trial including voir dire (subject to approval of presiding judge);
24. County Judge in this contract means the County Judge signing below or his successor in Office.

SIGNED this the 6 day of December, 2022.

John Dunsberger
County Judge
Washington County, Texas

Bill
Attorney