

Sample of FELONY Contract

CONTRACT FOR REPRESENTATION OF INDIGENTS IN XXX COUNTY

Parties:

County: _____
Address: _____
Phone No.: _____

Attorney: _____
Address: _____
Phone No.: _____

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

Term: 6-1-04 through 5-31-05, and from year to year, thereafter unless terminated.

Notice: Parties must give 45 days notice of intention to terminate (in writing).

County Agrees:

- 1) To pay lawyer \$2,000.00 per month.
- 2) To appoint lawyer to 1/6th of all qualifying felony cases in XXX County.
- 3) No lawyer is expected to represent more felony clients than can be properly represented. In the event the workload exceeds the lawyer's ability to provide proper representation to each client, the lawyer shall notify the appointing judge. A lawyer is not expected to handle more than 72 cases per year.
- 4) Lawyers will be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Expenses incurred with prior court provided for capital cases by Articles 26.052(f) and (g), and expenses incurred without prior court approval shall be reimbursed in the manner provided for capital cases by Article 26.052(h). [References are to the Texas Code of Criminal Procedure]

Lawyer Agrees:

- 1) To represent 1/6th of all indigent defendants for all felony cases. EXCEPT HOWEVER, the contract does not include death penalty cases, death penalty appeals or any other appeals.
- 2) See Local Rules for Criminal CLE Requirements.
- 3) To appear in court each docket call (on time) unless absence is approved (before docket day) by the court.
- 4) Lawyer must make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to interview the defendant as soon as is practicable after the lawyer is appointed.

- 5) a) Lawyer is to represent the defendant until charges are dismissed, the defendant is acquitted, or the lawyer is relieved of his duties by the court or replaced by other counsel after a finding of good cause is entered on the record.
 - b) It is the appointed lawyer's responsibility to continue representation of the client unless relieved or replaced by the term of the contract or in accordance with Texas Code of Criminal Procedure, Art. 26.04(j)(2), or unless relieved of responsibility by special permission of the court.
- 6) Contracting lawyers will provide competent, zealous legal services to each client in accordance with the applicable Constitutions and Laws, Codes, and the Texas Disciplinary Rules of Professional Conduct.

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

The contracting lawyer is an independent contractor who shall complete the requirements of the contract in accordance with the lawyer's means and methods of work, which shall be in the exclusive charge and control of the attorney and which shall not be subject to control or supervision by the county or any judge, except as specified in the contract.

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

Signed and entered into: (Date) _____
County: XXX County

County Judge

Lawyer

Lawyer's printed name