

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Leslie Foy, State Bar No. 24068794 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of Waller County Court at Law #2 (sometimes referred to herein as “trial judge”) shall have oversight of the administration of this Contract for attorneys assigned to the Waller County Court at Law #2 as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for eleven months (11) months, beginning on February 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein. Attorney will be assigned to Waller County Court at Law Number Two.
2. Compensation. Attorney will receive the sum of \$5,416.00 per month for the eleven (11) months of the contract term for a total of \$59,576.00 for the term of the Contract (unless the Contract is terminated sooner). Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars (\$500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court’s opinion warrant additional compensation.
3. Case Load. Attorneys assigned to the Waller County Court at Law #2 shall handle up to one-seventh (1/7th) of all qualifying misdemeanor cases per year that are assigned in Waller County plus a lesser portion of felony cases that are assigned in Waller County. Attorneys assigned to the Waller County Court at Law #2 will not be expected to handle appeals or capital cases, or other cases that may be excluded at the discretion of the Judge of the Waller County Court at Law #2. Caseloads may be adjusted at the discretion of the Judge of Waller County Court at Law #2. From time to time discretionary adjustments/transfers of cases may be made between the Judges of the 506th Judicial District Court and the Waller County Court at Law Number Two when they believe case assignments/reassignments are warranted in the interest of fairness to any attorney or defendant.
4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney’s compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County’s policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the appropriate trial judge of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the trial judge, *ex parte*, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the trial judge with a reasonable estimate of the total expenses to be incurred. 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) an itemized list of anticipated expenses for each investigation or each expert.

b. The trial judge shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the trial judge denies in whole or in part the request for expenses, the trial judge shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

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

e. Attorney must submit a monthly progress report to be approved by the trial judge prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the trial judge of any change in the status of the Attorney's licensure. The Attorney must provide the trial judge with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the trial judge the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall 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 conduct an

interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal 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. Therefore, Attorney is required to submit a practice-time statement to the trial judge in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, 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 County or the trial judge, except as specified in this Contract. **THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.**

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the trial judge. If a reason for termination is found to exist by the trial judge, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the trial

judge to discuss the relevant issues, and, thereafter, the trial judge will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

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

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The relevant trial judge will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, a trial judge of Waller County in either his official or individual capacity on the part of any person.

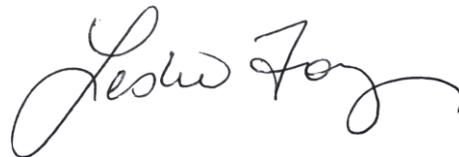
11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: February _____, 2026.

WALLER COUNTY, TEXAS

LAWYER



CARBETT "TREY" J. DUHON III
WALLER COUNTY JUDGE

LESLIE FOY