

**FY 2016 CONTRACT FOR LEGAL SERVICES
COUNTY OF CORYELL**

This Contract is made by and between **Coryell County, Texas (“County”)**, a political subdivision of the State of Texas, and **Place Law Office**, consisting of Allen D. Place Jr., State Bar of Texas Number 16058500, and Tonya Kay Place, State Bar of Texas number 10252100, hereinafter referred to (“**Attorney” or Attorneys**”) on the 14th day of September, 2015. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Coryell County. Attorneys have agreed to provide services requested as hereinafter described.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on October 1, 2015 and ending on September 30, 2016, unless sooner terminated as set forth herein.
2. Compensation. Place Law Office will receive the sum of \$8,500 per month, for a total of \$102,000 for the term of the contract for client representation and Mental Health Caseworker Management Services, unless the Contract is terminated sooner.
3. Case Load. Attorneys acknowledge they will be appointed by the appropriate court to represent all indigent misdemeanor defendants in Coryell County who have been designated to be on the mental health docket and/or were flagged as exhibiting mental health issues. Attorneys shall also accept initial appointment on all indigent felony defendants (except for capital murder defendants) who have been flagged as exhibiting mental health issues. It is understood that if after 45 days the Defendant is determined by Attorneys to not be a candidate for continuation in the mental health case load, the Attorneys will request appointment of other counsel from the felony wheel system to serve as lead counsel on the case. Attorneys may continue on the case as co-counsel if it is determined that the Defendant would benefit from continued case management services for mental health issues. If such occurs, the Attorney under this contract shall continue to provide competent representation, including but not limited to providing case management services. Attorney may handle up to a maximum of 360 cases per year (i.e., a maximum of 100 felonies, and 250 misdemeanors, and 10 appeals). If the total volume of cases requires that Attorney be appointed to handle more than 360 cases a year, Attorney will be compensated for work on such extra cases at the rate of one and one-half times the normal rate for indigent defense cases in each respective county, or the reasonable fee that the presiding judge finds by order to be appropriate. In these cases, the Attorney must present a form listing the time spent on each case, together with the activities for which the time was incurred, to the presiding judge for approval.
4. Criminal Case Expense Reimbursement. Attorneys may receive reimbursement for reasonable and necessary expenses, including expenses for investigation, and other experts, consistent with Texas Code of Criminal Procedure art. 26.05(d), separate from the Attorney’s compensation. All expenses to be reimbursed must be pre-approved by the presiding judge, and itemized in writing, supported by invoices and/or vouchers.

5. Counseling, Social Work, and Other Services. It is anticipated that additional support staff may be required during the term of this contract, including but not limited to social workers, counselors or interns. Direct payments for salary, wages, and/or contract services, and reasonable and necessary expenses, and/or travel, may be included in the terms of the contract. Although these additional support staff will be working under the direction of the contracted Attorneys' office and will be considered part of the Attorneys' office, payment for their services will require approval by Coryell County. The Contract between Attorneys and any other service providers, upon approval of the County, may contain provisions allowing direct payment from the County to the service provider, provided Attorneys have approved and submitted the invoices to the County for such payment. The Attorneys may also pay the service providers directly and seek reimbursement from the County for such expenses. No agreements or payments under this section shall be unreasonably denied by the County.

It will obviously be necessary to have mental evaluations performed on Defendant's from time to time. Those mental evaluations to be performed by a licensed psychologist or psychiatrist will be scheduled and contracted for by Attorneys, or other service providers contracted with attorneys, and the costs of all such evaluations will be paid through reimbursement to the Attorneys, or contracted service providers, as provided herein.

6. 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 Attorneys' own means and methods of work, and in accordance with the Attorneys' 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 any 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.

7. Standard of Performance.

- (a) Attorneys 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) Attorneys 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) Attorneys 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.

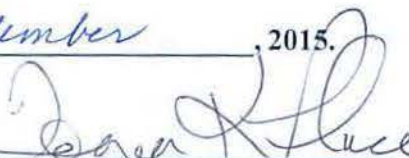
- (d) Attorneys shall not assign any part of the services to be provided under this contract; however, an additional duly licensed attorney or attorneys may be utilized by the Attorneys in the furtherance of this contract provided such new attorney or attorneys name shall be provided in a timely fashion to the appropriate agents of Coryell County. Any new attorney or attorney will work under the direction of the Attorneys to this contract and will owe the same zealous representation required of the Attorneys.
 - (e) Attorneys will maintain records reflective of all appointed misdemeanor and felony clients (date of appointment) under this contract along with a pending or closed notation. If the case has been closed the records will reflect the final disposition. Additionally, Attorneys will work with the Commission on Indigent Defense regarding providing records and/or information required by such Commission.
 - (f) Attorneys must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the County Judge of any change in the status of the Attorney's licensure. The Attorney must provide the County with proof of licensure in good standing upon request.
 - (g) Attorneys agree to indemnify and hold harmless Coryell County from any and all claims rising from the delivery of professional services under this contract.
 - (h) Attorneys must show the County Judge compliance with the required CLE requirements of the State Bar of Texas and upon further or later request, again show such compliance documents to the County Judge.
 - (i) Attorneys shall maintain an office in Coryell County, Texas and shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week.
 - (j) Attorneys 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.
 - (k) Attorneys are prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract
 - (l) Attorneys are 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.
8. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County Judge, County Court at Law Judge, and District Judges serving Coryell County. If a reason for termination is found to exist by any of the judges, written notice will be given to Attorney, and a private meeting will be held with the Attorney and Judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of Attorney's contract.
 - (a) County may terminate this agreement if Attorneys close their active office for the practice of law in Coryell County.
 - (b) County may terminate this agreement if Attorneys fail to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
 - (c) Attorneys may terminate this agreement if County fails to make timely payments hereunder.
 - (d) Attorneys may terminate this agreement if, for reasons beyond the control of either Attorney, Attorneys are unable to perform the duties required hereunder.
 - (e) This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
10. Administration. The County Judge, County Court at Law Judge, and the District Judge will provide oversight and monitoring to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Coryell County Judge, County Court at Law Judge, or the District Judge 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 Coryell County.
12. Additional Terms and Conditions
 - (a) Detailed description, requirements, program priorities, contracted job descriptions, conduct/ethical guidelines, and caseload requirements of the Coryell County Mental Health Defense Contract (MHDC) are found in the Coryell County Mental Health Defense Contract Policy and Plan of Operations.
 - (b) Attorneys will be responsible for providing and managing mental health defender case worker support for indigent defendants under this agreement as described in the MHDC Policy and Plan of Operations.
 - (c) A determination that either 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.

- (d) 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 APPROVED THIS 8 DAY OF September, 2015.


Allen D. Place, Jr.
109 S. 7th Street
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(254) 865-8475
(254) 865-5274 (fax)


Tonya K. Place
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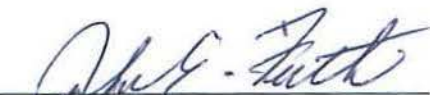
SIGNED BEFORE ME THIS 8 DAY OF September, 2015, BY ALLEN D. PLACE, JR.
AND TONYA K. PLACE.




NOTARY PUBLIC

SIGNED AND APPROVED THIS 14th DAY OF SEPTEMBER, 2015.




COUNTY JUDGE, JOHN E. FIRTH

ATTEST:


COUNTY CLERK, BARBARA SIMPSON

