

**CONTRACT FOR INDIGENT DEFENSE  
IN  
THE 132<sup>ND</sup> JUDICIAL DISTRICT COURT(JUVENILE) AND  
CONSTITUTIONAL COUNTY COURT OF  
SCURRY COUNTY TEXAS**

**1. INTRODUCTION**

The County of Scurry (“COUNTY”) and the Law Firm of Rees Rees and Fuller (“ATTORNEY”) are the parties to this agreement. Both the County Judge of the Scurry County Constitutional County Court (“COUNTY JUDGE”) and the District Judge of the 132<sup>nd</sup> Judicial District (“DISTRICT JUDGE”) are the appointing authorities approving ATTORNEY to be appointed for eligible defendants in their respective Courts as set out below:

- a) Constitutional County Court – ATTORNEY shall represent indigent defendants in the County Court as appointed and approved by the COUNTY JUDGE.
- b) 132<sup>nd</sup> District Court for Scurry County only – ATTORNEY shall represent eligible juveniles as appointed and approved by the DISTRICT JUDGE.

This Agreement establishes conditions under which ATTORNEY will provide legal representation for those eligible criminal defendants described above.

**2. SCOPE OF WORK**

ATTORNEY will provide legal representation for indigent and/or eligible criminal defendants, or juvenile respondents, in COUNTY for misdemeanor and juvenile cases as set out below:

- a) Misdemeanor cases shall include all criminal cases that carry a possible punishment of confinement of one year or less; expressly excluding those offenses punishable and classified as “Class C” misdemeanors.
- b) Juvenile cases shall include all Scurry County juvenile cases (regardless of classification) for which the DISTRICT JUDGE determines representation of the juvenile respondent is required and eligible.

Under this contract, ATTORNEY will represent only those defendants designated by the DISTRICT or COUNTY JUDGE, in their respective court, and no file shall be opened, or appearance made under this contract without an order from one of the Judges listed above.

ATTORNEY shall represent such defendants in the trial Court only, including pre-petition hearings, motions to revoke, motions to adjudicate, and all other motions and hearings as may be required to finally resolve criminal cases at the trial Court level, and/or, juvenile court proceedings.

Appeals and post-conviction writs are extraordinary and are NOT covered by this contract.

ATTORNEY will represent eligible defendants under this contract for misdemeanors and juvenile cases only. ATTORNEY shall meet qualifications and shall devote time, attention, and energies to the performance of duties under this contract pursuant to the 132<sup>nd</sup> Judicial District’s Local Indigent Defense Plan including, but not limited to, the qualifications set out in the Application/Affidavit for the 132<sup>nd</sup> Judicial Appointment List.

Both the COUNTY JUDGE and DISTRICT JUDGE will monitor ATTORNEY'S caseload under this contract to ensure that the quality and effectiveness of the representation of defendants is not compromised and that each defendant is being provided effective representation. If either JUDGE finds that ATTORNEY'S representation is being compromised or is falling below standards expected by either Court, the JUDGES will adjust ATTORNEY'S caseload accordingly, in their respective court.

**3. CONTRACT PERIOD**

This agreement shall commence on July 1, 2021, and shall terminate June 30, 2022, unless terminated earlier by either party. The parties shall have an option to renew the contract for additional years, and prior to May 1, 2022, the parties will revisit the contract to consider any desired modifications to the terms and conditions of this contract.

**4. CONSIDERATION**

The parties agree that this contract covers the legal representation for eligible Juvenile respondents in the 132<sup>nd</sup> Judicial District for Scurry County cases only and for indigent criminal defendants in the Constitutional County Court of Scurry County. The total consideration for legal representation at the trial court level is \$50,000.00 for the contract period.

The consideration for legal representation at the trial court level under this contract between COUNTY and ATTORNEY is \$50,000.00, payable in monthly installments, based on indigent defense provided under the 2021 Contract for eligible Juvenile Defense in the 132<sup>nd</sup> Judicial District of Scurry County and indigent misdemeanor defense. COUNTY agrees to pay ATTORNEY for services at the trial court level a monthly amount of \$4,166.67.

The above amount is the total consideration to be paid by COUNTY for legal representation at the trial court level for all cases opened during the term of this contract and, ATTORNEY shall furnish at his/her own cost all equipment, travel, office space, office supplies, secretaries, salaries of any kind, and all other trial court expenses except as provided otherwise in this contract.

Attorney shall provide an invoice to the DISTRICT and/or COUNTY JUDGE for the monthly contract amount for submission to, and payment by, the Scurry County Commissioner's Court. The monthly payment contemplated herein will be paid to attorney on the last business day of each month, with the first payment beginning on the last business day of July 2021.

COUNTY shall not be obligated for any other additional amount or expenses unless specifically designated in this agreement or required by law, detailed in the Request to Pay Counsel, and approved by DISTRICT JUDGE or COUNTY JUDGE, for their respective court.

**5. EXPERTS, INVESTIGATORS, AND INTERPRETERS**

ATTORNEY will obtain prior approval of expenses for investigation and for experts by filing a motion in either the County Court or the 132<sup>nd</sup> Judicial District Court, respectively, stating the need for such assistance and the estimated expense. Investigative or expert expenses incurred with prior court approval shall be reimbursed as provided in the order granting approval. Investigative or expert expenses incurred without prior approval shall be reimbursed only if necessarily and reasonably incurred. All costs of experts, investigators, or interpreters, either



approved by the court or determined to be necessarily and reasonably obtained shall be borne by Scurry County, not ATTORNEY. ATTORNEY will arrange for interpreters when the need exists. Expenses for interpreters shall be paid by COUNTY after approval by the judge of the respective Court.

**6. CHANGE OF VENUE**

If there is a change of venue which moves a case from the boundaries of the 132<sup>nd</sup> Judicial District, then ATTORNEY will be allowed his actual expenses regarding lodging, meals, court fees or costs, copy machine fees, or any other fees approved by DISTRICT or COUNTY JUDGE, respectively in the original jurisdiction. Any such expenses should be discussed, if possible, with DISTRICT or COUNTY JUDGE prior to incurring the same. In such cases, any travel (mileage fees) outside the 132<sup>nd</sup> Judicial District will be paid at the prevailing state rate. All other fees designated herein will be the responsibility of and paid by the County of original jurisdiction.

**7. ASSIGNMENT**

ATTORNEY may employ an associate attorney(s) to assist in representing defendants under this contract with the prior consent and approval of DISTRICT or COUNTY JUDGE, but only at ATTORNEY's sole expense. The rights and duties under this contract are not assignable.

**8. CONFLICTS**

ATTORNEY will notify the office of DISTRICT or COUNTY JUDGE as soon as ATTORNEY is aware of ethical conflicts between indigent/eligible respondents or defendants in the respective court and will file a Motion to Withdraw and be responsible to set the case for a hearing regarding the ethical conflict for consideration if deemed necessary by the Court.

**9. REPORTS**

ATTORNEY shall compile a year-end report giving the number of indigent defendants served, the number of individual cases handled, the types of cases, the disposition of the cases handled, and any other reporting information required to be in compliance with the law. For approval and payment, ATTORNEY shall provide itemized interim progress reports to COUNTY and DISTRICT JUDGE as requested for indigent defense expenditure reports. Payment shall be made by COUNTY after approval by DISTRICT or COUNTY JUDGE as appropriate.

**10. ATTORNEY'S PRIVATE PRACTICE**

It is agreed that ATTORNEY may maintain a private practice. It is further agreed and understood that ATTORNEY's private practice will not interfere in any material manner with the indigent criminal defense cases provided for in this contract.

**11. TERMINATION**

If COUNTY wishes to terminate this contract, COUNTY may determine that desire by a majority vote of the Commissioners Court of COUNTY. Either party may terminate with 90 days' notice by Certified Mail to the other party. ATTORNEY shall complete all cases that are open as of the date of the termination notice unless relieved or replaced by DISTRICT or COUNTY JUDGE.

**12. AMENDMENTS**

Any alterations, additions or deletions in the terms and conditions of this contract shall be by written amendment approved by DISTRICT and COUNTY JUDGE and executed by ATTORNEY and the Commissioners Court of COUNTY.

**13. SEVERABILITY**

If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue.

**14. SURVIVAL OF TERMS**

Termination of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that the parties have expressly agreed in writing shall survive any such termination or which by their nature would be intended to be applicable following such termination.

**15. INDEPENDENT CONTRACTOR**

It is agreed that ATTORNEY is an independent contractor and that this contract does not create an employment relationship between COUNTY and ATTORNEY. ATTORNEY, not COUNTY, will be responsible for appropriate payment of social security taxes and federal income taxes applicable to the consideration received by ATTORNEY under this contract. ATTORNEY shall provide, to the County Auditor, either the employer identification number (EIN) and/or social security number (SSN) for income reporting requirements to the Internal Revenue Service.

COUNTY shall not be liable or responsible and shall be saved and held harmless by ATTORNEY from and against all suits, actions, claims or liability of any character arising out of the performance of ATTORNEY under this contract, including claims and damages arising from acts of negligence or acts of malpractice of ATTORNEY.

**16. NO WAIVER OF SOVEREIGN IMMUNITY**

THE PARTIES EXPRESSLY AGREE THAT NO PROVISIONS OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY COUNTY OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT COUNTY OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

**17. GOVERNING LAW AND JURISDICTION**

This contract shall be construed in accordance with and governed by the laws of the State of Texas, except for its provisions regarding conflicts of laws. The venue of any suit brought for any breach of this contract is fixed in any court of competent jurisdiction in Scurry County, Texas. All payments under the contract shall be due and payable at ATTORNEY's office in Sweetwater, Texas. This contract represents the entire agreement between the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract. The County Judge of COUNTY has signed this agreement pursuant to the authority placed in him by the Commissioners Court. Any signatory executing this contract on behalf of either ATTORNEY or COUNTY warrants and guarantees that he has authority to execute this contract on behalf of ATTORNEY or COUNTY and to bind ATTORNEY and COUNTY validly and legally to the provisions of this contract.

Contact Information:  
Jeanie R. Fuller  
Rees Rees & Fuller  
P.O. Box 1007  
Colorado City, Texas 79512



**18. PRIOR APPOINTMENTS**

It is expressly understood and agreed that this contract applies only to those cases and defendants who are granted court appointed attorneys beginning July 1, 2021. Any prior appointments and appointed cases will be completed and compensated according to, and at the rate provided in, the agreement in place at the time of the original appointment.

**19. MALPRACTICE INSURANCE**

Attorney shall maintain, during the term of this agreement, legal malpractice insurance in the minimum amount of \$250,000 per claim/\$500,000 aggregate or, alternately, in the amount set by the DISTRICT and COUNTY JUDGES of the court and provide proof thereof, upon request.

**20. LIMITATION OF JURY TRIAL (COUNTY COURT)**

The parties further Agree that the compensation provided herein is limited to TWO (2) Jury trials per contract period in the Constitutional County Court. Should additional Jury trials be required for indigent defendants in said Court, ATTORNEY will have the option to request COUNTY JUDGE to appoint another Attorney to provide representation or ATTORNEY (in their sole discretion) may provide representation for additional compensation as set by the COUNTY JUDGE. This limitation does not apply to any cases (Juvenile or otherwise) in the District Court.

[ The signature page to this Contract appears on the next page]


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SIGNED AND EXECUTED this 30<sup>th</sup> day of June, 2021.

COUNTY:

  
Dan R. Hicks, County Judge

ATTEST:

  
Melody Appleton, County Clerk, Scurry County

ATTORNEY:

  
Jeanie R. Fuller

APPROVED:

  
Ernie B. Armstrong, District Judge

