

AGREEMENT FOR LEGAL REPRESENTATION OF ELIGIBLE
INDIGENT JUVENILES

This contract, which is effective upon execution by the Brazos County Commissioners Court, is between Gendron & Thibodeaux referred to as "Contractors" and Brazos County, a political subdivision of the State of Texas "County."

This contract supersedes any and all earlier contracts between these parties for the specified services.

WHEREAS, Texas law mandates the provision of legal representation for juvenile indigents accused of a crime; and

WHEREAS, pursuant to controlling state and/or federal law, the sum provided for therein may be determined by contract between the County and responsible attorneys; and

WHEREAS, Contractors are attorneys who are qualified by reason of education, professional accreditation, experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this contract on behalf of the County; and

WHEREAS, the County has determined that the program contemplated herein to be performed by Contractor is within its legal authority to grant and will provide competent legal representation to indigent juvenile citizens financially unable to employ counsel; and

WHEREAS, the Appointing Authority is the committee of judges comprised of the 85th District Court Judge, 361st District Court Judge, 272nd District Court Judge, Judge of County Court at Law #1, and Judge of County Court at Law #2; and

WHEREAS, it is in the public interest that the County contract with Contractor to render the usual and customary legal services where required by law to be provided to juvenile individuals,

NOW, THEREFORE, the parties hereto agree:

**I.
TERM OF CONTRACT**

The Contractors will begin accepting appointments under this Contract to represent indigent juveniles on October 1, 2019 and will cease to be appointed to cases after September 30, 2020, unless a contract is renewed between the County and the Contractors before October 1, 2019. The Contract may be extended as provided in Proposal Request No. 20-001 Section "Procedures for Renewal of Contract" incorporated and attached hereto.

**II.
SCOPE OF CONTRACT**

Legal representation shall be provided as detailed in Request No. 20-001. Beginning on the start date of this contract, the Contractors will be jointly appointed counsel to criminally accused juveniles from indigent families.

**III.
MINIMUM ATTORNEY QUALIFICATIONS AND STANDARDS OF
REPRESENTATION**

The minimum attorney qualifications shall be as specified in Request No. 20-001. The Contractors shall provide zealous legal services to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

**IV.
DURATION OF REPRESENTATION**

The Contractors have the responsibility to complete all cases once representation is commenced during the term of the contract.

**V.
SUBSTITUTION OF ATTORNEYS**

The Contractors shall be substituted only according to the terms as specified in Request No. 20-001.

**VI.
CASELOAD LIMITATIONS**

The maximum number hearings that each attorney is allowed to perform under this Contract are seventy (70) hearings per week.

**VII.
CONFLICTS OF INTEREST**

The procedures for dealing with conflicts of interest as specified in Request No. 20-001 shall be followed.

**VIII.
INVESTIGATORS AND EXPERTS / EXPENSES**

Pursuant to Request No. 20-001, the Contractors will be solely responsible for all routine expenses associated with the representation of indigent juveniles to which appointed. There shall be no additional compensation or reimbursement due on any case without the express, written approval of the Juvenile Court having jurisdiction over the case.

**IX.
COMPENSATION AND PAYMENT PROCESSES**

The sum TWO HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$253,125.00) is to be paid to the Contractors in twelve (12) equal installments of TWENTY-ONE THOUSAND NINETY-THREE DOLLARS SEVENTY-FIVE CENTS (\$21,093.75) on the 1st of each month beginning November 1, 2019 and continuing thereafter until October 1, 2020. Payment shall be made as specified in Request No. 20-001 according to the requirements of the Brazos County Auditor. Payment is to be made to the "Indigent Juvenile Operating Account" unless otherwise specified by the Contractors. For cases assigned but not disposed within the term of the contract, the Contractors shall be compensated according to the regular schedule of fees for services provided to attorneys representing indigent juvenile clients.

**X.
REPRESENTATION**

1. The Contractors reserve the right to designate which attorney shall perform the various aspects of the representation of indigent juveniles.
2. Contractor's legal representation shall be of sufficient quality to meet all constitutional, statutory and case law requirements.
3. Contractor(s) shall complete all legal representation and support services for indigent juvenile individuals if properly appointed to represent such accused consistent with Texas law. Such services shall include but not be limited to:
 - all necessary court appearances.
 - legal research.
 - investigative services if necessary
 - services of an interpreter which are required outside of court.
 - preparation and necessary appearances in pretrial or during trial writ

- proceedings.
- preparation of briefs and other necessary legal documents.
 - defense-required court reporter transcripts not statutorily mandated.
 - assistance to indigents in filing notice of appeal and other legal documents pursuant to Contractor's representation.
4. Contractor(s) shall render all professional legal services reasonably required from the time of appointment to and including final adjudication or disposition in the Juvenile Court and, as necessary, filing notice of appeal, if any, and other legal documents pertaining thereto.
5. Contractor shall maintain all appropriate attorney case records and shall assure prompt inspection or transmission of copies of same upon order of the Court to any successor Contractor or private counsel on appeal regarding active cases or to the person represented.

**XI.
INDEPENDENT CONTRACTOR**

1. The parties agree that this contract does not create the relationship of attorney and client nor employee and employer between Contractors and the County. Contractors are independent contractors at all times.
2. Each Contractor shall at all times be, deemed independent and shall be wholly responsible for the manner in which it performs the service required by the terms of this contract.
3. Each Contractor exclusively assumes the responsibility for the acts of its subcontractors, associates and employees relative to the services provided during the term and scope of their employment.
4. Each Contractor shall not delegate nor assign any rights or obligations hereunder, either in whole or in part, without prior written consent of the appointing committee and the County.

**XII.
INDEMNIFICATION**

Contractors each agree to indemnify, defend, and save harmless the County and to procure and maintain professional liability insurance.

**XIII.
RIGHT OF TERMINATION**

1. This contract can be terminated upon thirty (30) days written notice by or to the County.
2. Notwithstanding paragraph (1.) above, failure of either Contractor to comply with the terms of this contract and any reasonable directions by, or on behalf of the County, pursuant thereto, shall constitute a material breach of the contract by Contractor, and, in addition to any other remedy authorized by law, the County shall have the right to terminate the contract

immediately. Failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. This contract may be terminated, at the option of the County, upon the occurrence of any of the following:

- a. Violation of any material provisions of the contract;
 - b. Institution of proceedings by, or against, Contractor pursuant to the bankruptcy laws of the United States;
 - c. Suspension of business operations, failure or receivership of Contractor(s)
 - d. Assignment of the contract without prior written approval;
 - e. The institution of disciplinary proceedings against either Contractor by the State Bar of Texas
 - f. The commencement of criminal prosecution of either Contractor or
 - g. Cancellation or other discontinuance of malpractice insurance liability coverage.
 - h. Unavailability of funds for this contract.
3. Upon expiration or termination (by cancellation or otherwise), unless specifically relieved by the Courts, each Contractor shall be required to complete representation of all clients in all cases where previously appointed by the Court.

**XIV.
RIGHT OF AUDIT**

Contractors will provide to the County Auditor written information regarding hearing outcomes on respective assigned cases every thirty days prior to receiving a disbursement for services performed therein.

**XV.
RECORDS RETENTION**

Each Contractor shall maintain for a minimum of five (5) years past the date of final payment under this Agreement or until the Juvenile's 21st birthday, whichever occurs later, all records and supporting documents pertaining to Contractor's respective assigned cases.

**XVI.
GOVERNING LAW AND VENUE:**

The validity of the Agreement and all matters pertaining thereto shall be governed and determined by the Constitution and the laws of the State of Texas. Venue for any suit filed against Brazos County shall be Brazos County.

**XVII.
NOTICE**

Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service.

**XVIII.
SEVERABILITY**

In the event that a court finds any provision of this Agreement invalid and/or unenforceable, both parties agree the remaining provisions shall remain valid and in force.

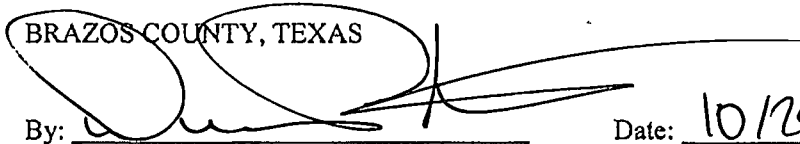
**XIX.
ADDITIONAL TERMS**


1. **Incorporation of RFP No. 20-001** Any other requirements of Request No. 20-001 that are not specifically noted in this Contract are incorporated into this Contract.

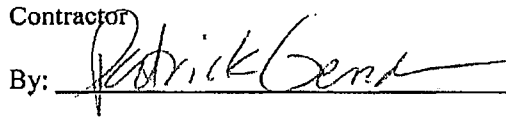
2. **Available Funds** Contractors expressly acknowledge that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of the County. Brazos County's obligation for performance of this contract beyond the fiscal year for which the contract becomes effective is contingent upon Commissioners Court's approval and the availability of appropriated funds.

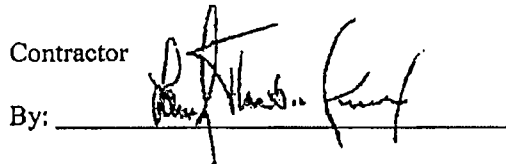
3. **Open Meetings** The meetings at which this Agreement was approved by the Participants' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective as of the date executed by County.

BRAZOS COUNTY, TEXAS
By:  Date: 10/29/19
Duane Peters, County Judge

Attest:  Date: 10/29/19

Contractor
By:  Date: 10/23/19

Contractor
By:  Date: 10/22/19

AMENDMENT NO. 1 TO AGREEMENT 21-001
LEGAL REPRESENTATION OF ELIGIBLE INDIGENT JUVENILE DEFENSE

THIS AMENDMENT TO AGREEMENT 21-001 LEGAL REPRESENTATION OF ELIGIBLE INDIGENT JUVENILE DEFENSE (“Amendment”) is entered into and effective this 17th day of November 2020 (“Effective Date”) by and between **Brazos County** (“Customer”), and **Gendron & Thibodeaux** (“Contractor”) each of which may alternatively be referred to herein as a “Party” and collectively as the “Parties”. All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS, the Parties entered into that certain original contract # 20-001 (“Agreement”) for purposes of Gendron & Thibodeaux to provide of the service of Legal Representation of Eligible Indigent Juvenile Defense; and

WHEREAS, the Parties desire to amend Section VIII – Investigators and Experts/ Expenses as set forth in original Agreement # 20-001.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:


1. Section VIII. INVESTIGATORS AND EXPERTS / EXPENSES currently reads: Pursuant to Request No. 20-001, the Contractors will be solely responsible for all routine expenses associated with the representation of indigent juveniles to which appointed. There shall be no additional compensation or reimbursement due on any case without the express, written approval of the Juvenile Court having jurisdiction over the case.

Section VIII. INVESTIGATORS AND EXPERTS / EXPENSES shall now read: Consistent with Article 26.05(d) of the Code of Criminal Procedure, Contractors may receive reimbursement for investigative or expert witness expenses (with or without prior approval) if the expenses are both reasonably necessary and reasonably incurred. Whenever possible prior approval should be sought as expenses that are either unreasonable or unnecessary will not be reimbursed.

2. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

Brazos County

By: 
Duane Peters, County Judge

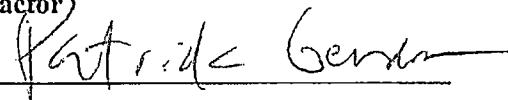
Date: 11-17-20

Attest:


Kelle McQueen

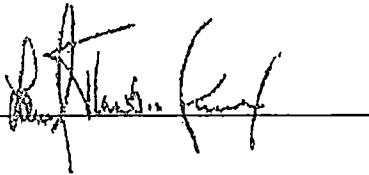
Date: 11-17-20

Contractor

By: 
Patrick Gensler

Date: 11/11/20

Contractor

By: 
Patrick Gensler

Date: 11/11/20