

**RESTATED MEMORANDUM OF INDIGENT DEFENSE CONTRACT EXTENSION
AGREEMENT**

Whereas Camp County benefits from continuing the current indigent defense contract, and desires to maintain the current arrangement;

And whereas, Steven Simmons also benefits from the current indigent defense contract and desires to continue the current indigent defense contract, with some modifications;

In consideration of the opportunity cost to Steven Simmons of forgoing other legal work to perform legal representation under the contract, and the opportunity cost of conflicts arising as a result of performance under the contract, the parties agree to the modifications and changes set out herein:

1. The parties hereto have agreed as contained herein to continue in full force and effect the current indigent defense contract as previously modified, continuing under all of the same terms and conditions, except as modified herein. The parties represent that they have the authority to enter into the contract.

2. The compensation paid to Steven Simmons shall be Eight Thousand (\$8000.00) dollars per month. Steven Simmons shall submit an itemized fee voucher to the appointing authority for approval prior to being forwarded to the financial officer for payment. Compensation paid to Steven Simmons shall not be reduced or otherwise affected by numerical or other case limitations placed on the court appointed case workload of indigent defense counsel as imposed by statute, law, or rule of ethical conduct. Steven Simmons will have no obligation to exceed any workload limitations so imposed. Camp County shall provide adequate and appropriate office space for Steven Simmons with reasonable utilities included at no expense to Steven Simmons. Steven Simmons is not precluded from using the office space provided to perform legal work not related to this contract.

3. This extension is effective July 1, 2018 and will continue for a period of two years and shall renew at the option of the parties hereto thereafter for a period of two years. Camp County may terminate this contract upon 365 days written notice to the Attorney. Steven Simmons may terminate this contract upon 45 days written notice to Camp County. The term “terminate” or “termination” means the discontinuance of this contract either by the notices given as set out in this paragraph or by the expiration of the contract by its term.

4. In the event of a conflict between this agreement and the terms of the Camp County Indigent Defense Contract as amended, this document shall control.

5. Attorney shall have no responsibility for the appeal of criminal cases under the contract, and for any representation relating to appeals performed by Steven Simmons he will be compensated at the prevailing indigent defense rate for like services in the 76th Judicial District of Texas. Attorney has the option to represent the Defendant on an appeal, but may not be required to do so if in Attorney’s sole judgment, the Defendant would be better served by other appellate counsel. Attorney shall so inform the judge of the presiding court within 14 days of the date of the convicting judgment.

6. At the termination of this contract, Attorney may continue to represent the assigned cases or may at his sole option, withdraw from any or all appointed cases assigned under this contract. In the event of continued representation, Attorney shall be compensated for all work performed after the termination date of the contract as if no contract had existed, at the prevailing rate in the 76th/276th Judicial District for court appointed criminal cases.

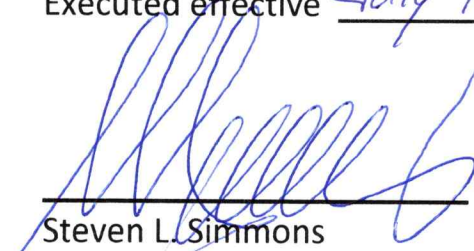
7. Attorney is not required to maintain facsimile capability but must have access to email for the receipt of appointments and other notices.

8. If any part of this agreement is held by a court of competent jurisdiction to be unenforceable, same shall not affect the remaining


portions of this agreement, which the parties agree shall continue to have binding effect.

9. Steven Simmons agrees to maintain the minimum qualifications to practice law in the state of Texas. The qualifications shall equal or exceed the qualifications provided in the indigent defense procedures adopted pursuant to Article 26.04, Code of Criminal Procedure, and in Camp County's Indigent Defense Plans.

Executed effective July 10, 2018 in Pittsburg, Camp County, Texas.



Steven L. Simmons
Attorney at Law



James Anthony Mason, County Judge
on behalf of Camp County, Texas