

## CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS

This Contract is made by and between Morris County, Texas ("County"), a political subdivision of the State of Texas, and Jerry Pratt, Jr. State Bar No.16241800 ("Attorney") 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 Morris County. Attorney has agreed to provide all services requested, except for those 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. Attorney will receive the sum of \$7,000.00 per month, for a total of \$84,000.00 for the term of the contract (unless the Contract is terminated sooner).
3. Case Load. Attorney may handle up to a maximum of 485 cases per year (i.e., a maximum of 200 felonies, 250 misdemeanors, 25 juvenile cases, and 10 appeals). If the total volume of cases requires that Attorney be appointed to handle more than 485 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. Expense Reimbursement. Attorney 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), and travel outside of Morris County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Morris 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 presiding judge for approval.
5. 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 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.**

6. Standard of Performance.

- (a) Attorney will provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> 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 Morris County 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 must include the number of cases disposed of in the previous month and the types of cases (adult felony, adult misdemeanor, and juvenile) as well as the number of cases currently open and assigned by the courts. The County Judge may require other information, which is necessary and relevant, and may confer with the presiding judge on any case.
- (f) Attorney 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) Attorney agrees to indemnify and hold harmless Morris County from any and all claims rising from the delivery of professional services under this contract.
- (h) Attorney must report to the County Judge the number of continuing legal education hours completed.
- (i) Attorney shall maintain an office in Morris County, Texas and shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week.
- (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 agrees he will not run for county attorney, within two years of the termination of this contract.
7. 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.
8. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Morris County. If a reason for termination is found to exist by any of the judges or the program director, 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 Attorney closes his active office for the practice of law in Morris County.
  - (b) 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.
  - (c) Attorney may terminate this agreement if County fails to make timely payments hereunder.
  - (d) Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is 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.

9. Administration. The District Judges and the Morris County 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 Morris County Judge, or the District Judges on the part of any person.

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

11. Additional Terms and Conditions.

(a) The cases to be handled under this Agreement shall be non-capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.

(b) Attorney will be responsible for three different categories of cases in County and District Court, which include appeals:

Level One. Felonies

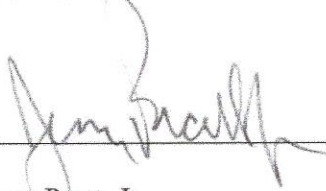
Level Two. Misdemeanors

Level Three. Juveniles

(c) 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.

(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.

ATTORNEY:



---

Jerry Pratt, Jr.  
Attorney at Law  
603 Broadnax  
Daingerfield, TX 75638

903-645-3089 phone  
903-645-4196 fax

Date: 9-14-15

COUNTY:



---

Lynda S. Munkres  
COUNTY JUDGE  
Morris County  
500 Broadnax, Suite B  
Daingerfield, TX 75638  
903-645-3691 phone  
903-645-5729 fax

Date: 9-14-15

## CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS

This Contract is made by and between Morris County, Texas ("County"), a political subdivision of the State of Texas, and Jim Clark State Bar No. 04285700 ("Attorney") 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 Morris County. Attorney has agreed to provide all services requested, except for those 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. The County will pay Attorney during the term hereof based upon the Attorney Fee Schedule attached to the Morris County Indigent Defense Plan for Morris County, Texas.
3. Standard of Performance.
  - (a) Attorney will be appointed upon a judicial determination of conflict of interest between a criminal defendant and the County's primary contract service provider.
  - (b) Attorney will provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
  - (c) 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 must submit an invoice to be approved by the Morris County Judge or District Judge's prior to any payment being made under this Contract, in accordance with art. 26.05 of the Texas Code of Criminal Procedure. The invoice must include the case number, the type of case (adult felony, adult misdemeanor, and juvenile) as well as the number of hours spent on the case.
  - (e) Attorney 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.

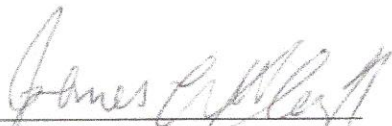
- (f) Attorney agrees to indemnify and hold harmless Morris County from any and all claims rising from the delivery of professional services under this contract.
  - (g) Attorney must report to the County Judge the number of continuing legal education hours completed.
  - (h) Attorney shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week at an office regularly open for the practice of law.
  - (i) Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
  - (j) 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.
  - (k) Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract
  - (l) 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.
4. 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.
5. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Morris County. If a reason for termination is found to exist by any of the judges or the program director, 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 Attorney closes his active office for the practice of law.

- (b) 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.
  - (c) Attorney may terminate this agreement if County fails to make timely payments hereunder.
  - (d) Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is 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.
6. Administration. The District Judges and the Morris County 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 Morris County Judge, or the District Judges on the part of any person.
7. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Morris County.
8. Additional Terms and Conditions.
- (a) The cases to be handled under this Agreement shall be non-capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.
  - (b) Attorney will be responsible for three different categories of cases in County and District Court, which include appeals:
    - Level One. Felonies
    - Level Two. Misdemeanors
    - Level Three. Juveniles
  - (c) 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. The Attorney is also subject to the provisions of the Morris County Indigent Defense Plan and failure to comply with those provisions may result in termination of this Contract by the County upon a finding of non-compliance by the County and District Judges serving Morris County.




- (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.

ATTORNEY:

  
James Clark  
Attorney at Law  
116 Main Street  
Naples, TX 75568  
903-897-5691 phone  
903-897-5693 fax  
jameslclark27@yahoo.com

Date: 9/24/15

COUNTY:

  
Lynda Munkres  
Morris County Judge  
500 Broadnax  
Daingerfield, TX 75638  
903-645-3691 phone  
903-645-5729 fax

Date: 9-14-15

Exhibit B

**CONTRACT FOR LEGAL SERVICES  
TO CRIMINAL DEFENDANTS**

This Contract is made by and between Camp County, Texas ("County"), a political subdivision of the State of Texas, and Steven L. Simmons, State Bar No. 00795650 ("Attorney") on the 29th day of June, 2009. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Camp County. Attorney has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on July 1, 2009 and ending on June 30, 2010, unless sooner terminated as set forth herein. Contract will renew for an additional year at the end of the term and each year thereafter unless terminated by either party with 30 days notice.
2. Compensation. Attorney will receive the sum of \$4,500 per month, for the first six months and \$6,000 per month for the second six months, for a total of \$63,000 for the first year of the contract (unless the Contract is terminated sooner). Any renewals would be at \$6,000 per month.
3. Case Load. Attorney(s) may handle up to a maximum of 585 cases per year (i.e., a maximum of 200 felonies, 350 misdemeanors, 10 juvenile cases, and 10 appeals). If the total volume of cases requires that Attorney(s) be appointed to handle more than 570 cases a year, Attorney(s) 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(s) 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. Expense Reimbursement. Attorney(s) 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), and travel outside of Camp County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Camp 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 presiding judge for approval.
5. Independent Contractor. Attorney(s) are 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 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.

6. Standard of Performance.

- (a) Attorney(s) will provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- (b) Attorney(s) 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(s) 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(s) shall not assign, subcontract or delegate any part of the services to be provided by the Attorney(s) under this Contract.
- (e) Attorney(s) must submit a monthly progress report to be approved by the Camp County 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 must include the number of cases disposed of in the previous month and the types of cases (adult felony, adult misdemeanor, and juvenile) as well as the number of cases currently open and assigned by the courts. The County Judge may require other information, which is necessary and relevant, and may confer with the presiding judge on any case.
- (f) Attorney(s) 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(s) must provide the County with proof of licensure in good standing upon request.
- (g) Attorney(s) agrees to indemnify and hold harmless Camp County from any and all claims rising from the delivery of professional services under this contract.
- (h) Attorney(s) must report to the County Judge the number of continuing legal education hours completed.

- (i) Attorney(s) shall maintain an office in Camp County, Texas and shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week.
- (j) Attorney(s) must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- (k) Attorney(s) shall make reasonable efforts to 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(s) will be compensated for uncompleted cases after the term of the contract period 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 agrees he will not run for county attorney, within one year of the termination of this contract.

7. 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. There shall be no deduction from the monthly payment amounts under this contract for cases in which the attorney withdraws due to a conflict.

8. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Camp County. If a reason for termination is found to exist by any of the judges or the program director, 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 Attorney(s) closes his active office for the practice of law in Camp County.
- (b) County may terminate this agreement if Attorney(s) fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
- (c) Attorney(s) may terminate this agreement if County fails to make timely payments

hereunder.

- (d) Attorney(s) may terminate this agreement if, for reasons beyond the control of Attorney(s), Attorney is 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.
9. Administration. The District Judges and the Camp County Judge will provide oversight and monitoring to assure that Attorney(s) performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Camp County Judge, or the District Judges on the part of any person.
10. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Camp County.
11. Additional Terms and Conditions.
- (a) The cases to be handled under this Agreement shall not include capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.
  - (b) Attorney(s) will be responsible for three different categories of cases in County and District Court, which include appeals:
    - Level One. Felonies
    - Level Two. Class A and B Misdemeanors
    - Level Three. Juveniles
  - (c) A determination that Attorney(s) 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(s) will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney(s) to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

ATTORNEY:

*Steven Simmons*

STEVEN SIMMONS  
Printed Name

PO Box 699  
Address

Pittsburg Texas 75686

903-855-0022  
Phone

903-855-0033  
Fax

Date: 6-30-09

COUNTY:

*Thomas Cravy*

COUNTY JUDGE

Camp County

126 Church Street #303

Pittsburg, TX 75686

903-856-3845 phone

903-856-2309 fax

Date: 6/30/09

**CONTRACT FOR LEGAL SERVICES  
TO CRIMINAL DEFENDANTS**

Exhibit "C"

This Contract is made by and between Camp County, Texas ("County"), a political subdivision of the State of Texas, and Bird Old III, Attorney at Law ("Attorney") on the 24th day of September, 2009. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Camp County. Attorney has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on September 24, 2009 and ending on September 23, 2010, unless sooner terminated as set forth herein. Contract will renew for an additional year at the end of the term and each year thereafter unless terminated by either party with 30 days notice.
2. Compensation. County will pay Attorney during the term hereof based upon the schedule of reimbursement set forth in the standing order signed and entered in the office of the District Clerk in and for Camp County, Texas (A copy of the pertinent section is attached hereto and made a part hereof).
3. Case Load. Attorney will be appointed upon a judicial determination of conflict of interest between a criminal defendant and the County's primary contract service provider.
4. Expense Reimbursement. Attorney 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), and travel outside of Camp County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Camp 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 presiding judge for approval.
5. 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 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.**

6. Standard of Performance.

- (a) Attorney will provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> 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(s) under this Contract.
- (e) Attorney must submit an Affidavit of the Itemized Time and Services for Court Appointed Counsel and Request for Compensation after disposition of each cases. Payment will be approved by the appropriate judge using the Order to Pay Court Appointed Attorney.
- (f) Attorney 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(s) must provide the County with proof of licensure in good standing upon request.
- (g) Attorney agrees to indemnify and hold harmless Camp County from any and all claims rising from the delivery of professional services under this contract.
- (h) Attorney must report to the County Judge the number of continuing legal education hours completed within 30 days of his birthday (12/8).
- (i) Attorney shall maintain the ability to receive facsimile or e-mail correspondence twenty-four hours a day, seven days a week. (E-mail birdoldiii@yahoo.com).
- (j) Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- (k) 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.



7. 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. There shall be no deduction from the monthly payment amounts under this contract for cases in which the attorney withdraws due to a conflict.
  
8. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Camp County. If a reason for termination is found to exist by any of the judges or the program director, 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 Attorney(s) closes his active office for the practice of law.
  - (b) County may terminate this agreement if Attorney(s) fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
  - (c) Attorney may terminate this agreement if County fails to make timely payments hereunder.
  - (d) Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is 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.
  
9. Administration. The District Judges and the Camp County Judge will provide oversight and monitoring to assure that Attorney(s) performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Camp County Judge, or the District Judges on the part of any person.
  
10. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Camp County.
  
11. Additional Terms and Conditions.
  - (a) The cases to be handled under this Agreement shall not include capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.
  - (b) Attorney will be responsible for three different categories of cases in County and District Court:

Level One. Felonies

Level Two. Class A and B Misdemeanors

Level Three. Juveniles

- (c) 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.
- (d) Falsification of any report, invoice, billing documentation or other submission by the Attorney(s) will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney(s) to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

ATTORNEY:

*Brad Blain*

Brad Blain  
Printed Name

PO Box 649  
Address

114. Pleasant TX 75456

903-572-4331  
Phone

903-572-8831  
Fax

Date: 9/24/09

COUNTY:

*Thomas Cravey*

COUNTY JUDGE

Camp County  
126 Church Street #303  
Pittsburg, TX 75686  
903-856-3845 phone  
903-856-2309 fax

Date: 9/24/09

## EXHIBIT A

### CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS

This Contract is made by and between Marion County, Texas ("County"), a political subdivision of the State of Texas, and William Gleason, State Bar No.08023400 ("Attorney") on the 24th day of November 2014. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Marion County. Attorney has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on January 1, 2015 and ending on December 31, 2015, unless sooner terminated as set forth herein.
2. Compensation. Attorney will receive the sum of 3,218.75.00 per month, for a total of \$38,625.00 for the term of the contract (unless the Contract is terminated sooner).
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4. Expense Reimbursement. Attorney(s) 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), and travel outside of Marion County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Marion 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 presiding judge for approval.
5. Independent Contractor. Attorney(s) are 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 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.

6. Standard of Performance.

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- (b) Attorney(s) 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(s) 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(s) shall not assign, subcontract or delegate any part of the services to be provided by the Attorney(s) under this Contract.
- (e) Attorney(s) must submit a monthly progress report to be approved by the Marion County 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 must include the number of cases disposed of in the previous month and the types of cases (adult felony, adult misdemeanor, and juvenile) as well as the number of cases currently open and assigned by the courts. The County Judge may require other information, which is necessary and relevant, and may confer with the presiding judge on any case.
- (f) Attorney must present by October 15 each year, an annual percentage of the attorney's practice time that was dedicated to work based on appointments accepted in the county for the preceding year from October 1<sup>st</sup> through September 30<sup>th</sup>.
- (g) Attorney(s) 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(s) must provide the County with proof of licensure in good standing upon request.
- (h) Attorney(s) agrees to indemnify and hold harmless Marion County from any and all claims rising from the delivery of professional services under this contract.
- (i) Attorney(s) must report to the County Judge the number of continuing legal education hours completed.

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  - (p) Contract attorney(s), upon resignation from their contract position, are expected to continue representation of appointed clients as of the date of resignation. In the event that attorney no longer wishes to represent such appointed client, the attorney must reimburse the County \$250.00 per client to defray the cost of new appointed counsel.
7. 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.
8. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Marion County. If a reason for termination is found to exist by any of the judges or the program director, 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 Attorney(s) closes his active office.


- (b) County may terminate this agreement if Attorney(s) fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
  - (c) Attorney(s) may terminate this agreement if County fails to make timely payments hereunder.
  - (d) Attorney(s) may terminate this agreement if, for reasons beyond the control of Attorney(s), Attorney is 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.
9. Administration. The District Judges and the Marion County Judge will provide oversight and monitoring to assure that Attorney(s) performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Marion County Judge, or the District Judges on the part of any person.
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Attorney(s) to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

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ATTORNEY:

COUNTY:



William Gleason  
Attorney at Law  
117 W Lafayette St.  
Jefferson, TX 75657  
903-665-6666 phone  
903-665-3300 fax

COUNTY JUDGE  
Marion County  
102 W Austin, Room 205  
Jefferson, TX 75657  
903-665-3261 phone  
903-665-8732 fax

Date: 11-24-14

Date: 11/24/2016

## EXHIBIT B

### CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS

This Contract is made by and between Marion County, Texas ("County"), a political subdivision of the State of Texas, and Jim Finstrom, State Bar No.07038000 ("Attorney") on the 24th day of November 2014. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Marion County. Attorney has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

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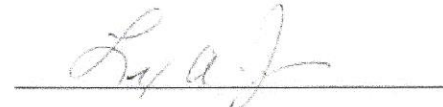
ATTORNEY:



JIM FINSTROM  
Attorney at Law  
202 S. Marshall  
P.O. Box 276  
Jefferson, TX 75657  
903-665-7111 phone  
903-665-7167 fax

Date: 11/24/14

COUNTY:



COUNTY JUDGE  
Marion County  
102 W Austin, Room 205  
Jefferson, TX 75657  
903-665-3261 phone  
903-665-8732 fax

Date: 11/24/14