

CONTRACT FOR LEGAL SERVICES FOR JUVENILE DETAINEES

This Contract is made by and between the Midland County Juvenile Board (herein "Board"), a political subdivision of the State of Texas, and Piper Fisher Morgan, State Bar No. 24048465 ("Attorney") effective the 1st day of March, 2019. The purpose of this agreement is for the Board to provide legal services to juvenile detainees at the Barbara Culver Juvenile Justice Center (herein "Center") located at 3800 N. Lamesa Rd. in Midland County, Texas.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on March 1, 2019 and ending on February 28, 2020, unless sooner terminated as set forth herein. The Contract will automatically renew on March 1st of each year for successive one-year periods unless either party gives the other written notice of termination not less than thirty (30) days prior to the renewal date.
2. Caseload Limitation. Attorney will be limited to a maximum of 30 detention hearings per week which are not expected to require more than 15 hours per week in view of the fact that representation shall be limited to the detention process (see 7.(b) herein).
3. Duties. Attorney will be appointed by the Board to represent all unrepresented juveniles at detention hearings in Midland County, Texas. Detention hearings will normally be held on Monday, Wednesday and Friday of each week, except when one of those days fall on a county holiday, wherein the hearing will be held on the next business day.
4. Absence. Should Attorney not be available for detention hearings on any day, Attorney will make advance arrangements for a suitable replacement attorney that has been approved by a majority of the appointing authority. The replacement must be an attorney licensed to practice in the State of Texas in good standing with the State Bar of Texas that has experience in juvenile delinquency hearings.
5. Compensation. Attorney will receive a flat fee in the amount of Seventy-Five Dollars (\$75.00) for the representation of each unrepresented detainee at each detention hearing held at the Center for the term of the Contract. Attorney shall complete a voucher immediately following each detention hearing and deliver to the court administrator for payment by the county treasurer. The voucher must be approved by a member of the appointing authority prior to being forwarded for payment.
6. Independent Contractor. Attorney is not an employee of the Board or Midland 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 Board or any judge, except as specified in this Contract.


7. Standard of Performance.

- (a) 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, the Texas Code of Criminal Procedure and the Juvenile Justice Code for Texas (Title 3, Chapters 51-61 Texas Family Code). Investigation services and experts that are necessary to provide competent representation will be made available in a manner consistent with Article 26.05(d), Code of Criminal Procedure.
- (b) Attorney shall ensure continuity of representation of the juvenile throughout the detention process until further proceedings enumerated in Family Code Sec. 51.10 are filed with the juvenile court when counsel from the approved juvenile appointment list will be immediately assigned by the juvenile court administrator on a rotational basis in accordance with the Midland Juvenile Board Plan.
- (c) Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract save and except for absences described above.
- (d) Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the juvenile court judge of any change in the status of the Attorney's licensure. The Attorney must provide the Board with proof of licensure in good standing upon request.
- (e) Attorney agrees to indemnify and hold harmless Board and Midland County from any and all claims rising from the delivery of professional services under this contract.
- (f) Attorney must report to the juvenile court judge the number of continuing legal education hours completed.
- (g) Attorney shall maintain an office in Midland County, Texas and shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week.
- (h) Attorney must provide quality, effective legal assistance and representation to juvenile clients to whom Attorney is assigned.
- (i) Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract
- (j) 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.

8. Conflict. In the event of a conflict of interest between Attorney and any juvenile, 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 Board for good cause. If reason for termination is found to exist by any of the judges or the chief juvenile probation officer, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Board to discuss the relevant issues, and, thereafter, the Board will vote on the termination of Attorney's contract.
 - (a) Board may terminate this agreement if Attorney closes his active office for the practice of law in Midland County.
 - (b) Board may terminate this agreement if Attorney fails to perform the duties required by this agreement.
 - (c) Attorney may terminate this agreement if County fails to make timely payments.
 - (d) Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required.
 - (e) This agreement may be mutually terminated by the parties.
10. Administration. The Board 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 Board or its individual members.
11. MCLE and Minimum Qualifications. Attorney will annually complete all State Bar of Texas MCLE requirements and additional juvenile law courses mandated by the Juvenile Board Plan. Attorney shall equal or exceed the minimum qualifications provided in Midland's Juvenile Indigent Defense Plan throughout the term of this contract.
12. Full Agreement. This Contract constitutes the full and complete agreement between the parties and supersedes any prior verbal and/or written agreements.
13. Illegality. In the event any one or more of the provisions contained in this Contract shall, for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract and shall be construed as if such invalid, illegal or unenforceable provision never existed.
14. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Midland County, Texas.


Executed in duplicate originals this 5 day of March, 2019.

ATTORNEY:


Piper Fisher Morgan

415 W. Wall, Suite 1412
Midland, TX
(432) 247-1090

Midland County Juvenile Board:


Hon. K. Kyle Peeler, Chairman

Midland County Courthouse
500 N. Loraine, Suite 600
Midland, TX 79701
(432) 688-4460