

JUN 26 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Benton Baker IV, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

Benton Baker IV
308 N. Main St.
Conroe, TX 77301

Telephone: 936/464-2441

Email: bakerappointments@yahoo.com

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

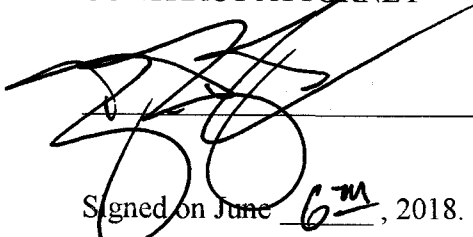
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

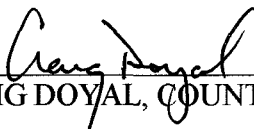
Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



Signed on June 6th, 2018.

By: 

CRAIG DOYAL, COUNTY JUDGE
Signed on JUN 26 2018, 2018.

#3
JUN 26 2018

DELIVERED JUN 19 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Wendy Baker, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
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5. Contract Attorney shall inform the judge when any of the following occurs:
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C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. Term: This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Wendy Baker
8505 Technology Forest Place #104
The Woodlands, TX 77381
Telephone: 713 489-7551
Email: Wbaker@wendybakerlaw.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

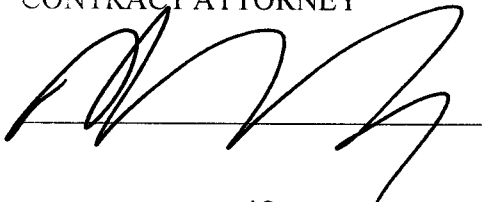
concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

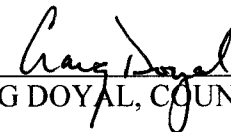
Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY



Signed on June 19, 2018.

MONTGOMERY COUNTY, TEXAS

By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on JUN 26 2018, 2018.

#3 901
JUN 26 2018

DELIVERED JUN 12 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Celeste Blackburn, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

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2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Celeste Blackburn
333 N. Rivershire Dr. Suite 205
Conroe, Texas 77304
Telephone: 936-703-5000
Email: CelesteBlackburn@gmail.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

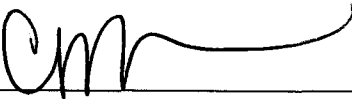
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 8th, 2018.

Signed on JUN 26 2018, 2018.

#3 991
RECEIVED JUN 15 2018

JUN 26 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and DAVID BLUESTEIN, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

DAVID BLUESTEIN
300 West Davis, Suite 520
CONROE, TX 77356
Telephone: 936-~~538~~ 756-8600

Email: Bluestein.david@yahoo.com

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

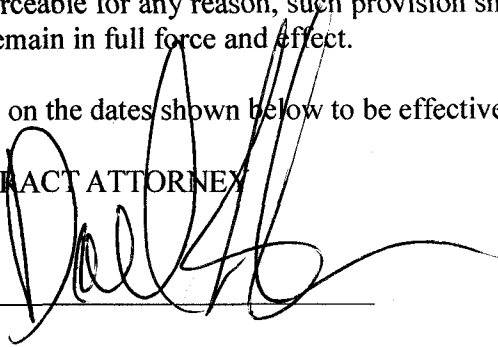
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

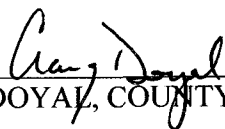
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 13, 2018.

Signed on JUN 26 2018, 2018.

#3 901
JUN 26 2018
RECEIVED JUN 19 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Alexis Bluegger, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Tern:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

Alexis Bruegger
8505 Technology Forest #104
The Woodlands TX 77381
Telephone: 832 570 3238
Email: alexisblaw@gmail.com

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

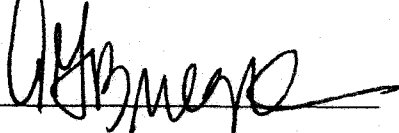
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 19, 2018.

Signed on JUN 26 2018, 2018.

#3 901
JUN 26 2018

DELIVERED JUN 08 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and BRIAN CAIN, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: BREAN CAIN
122 W. DAVIS St. Ste 101
CONROE, TX 77301
 Telephone: 936.539.1011
 Email: brca@griffinandcain.com

To the County: Office of Court Administration
 Attn: Nate Jensen
 301 N. Main, Suite 304
 Conroe, Texas 77301
 Telephone: (936) 538-8173
 Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.


E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

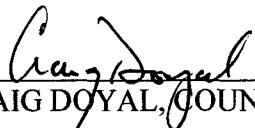
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 5, 2018.

Signed on JUN 26 2018, 2018.

#3 9 Q1
JUN 26 2018

DELIVERED JUN 12 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and E. TAY BOND, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: E. TAY BOND
225 SIMONTON
CONROE, TX 77301
Telephone: 936-539-1007
Email: etaybond@gmail.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: Craig Doyal
CRAIG DOYAL, COUNTY JUDGE

Signed on June 5, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Kristen Brown, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
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12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
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5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

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Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

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1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

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C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: 333 N. Riveshille Dr.
Suite 285
Conroe TX 77304
Telephone: 936-777-1774
Email: Kristen C. kristenmbrown.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

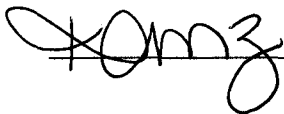
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS

 _____

By:  _____
CRAIG DOYAL, COUNTY JUDGE

Signed on June 14th, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas (“the County”), acting by and through its Commissioners Court, and Inger H. Chandler, a licensed attorney in the State of Texas (“Contract Attorney”) for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the “Program”).

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract (“Agreement”) to comply with all terms of the Texas Fair Defense Act (the “Act”) and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments (“Local Rules”);
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. Term: This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Inger H. Chandler
333 N. Rivershire Drive, Suite 285
Conroe, Texas 77304
Telephone: 832.257.7406
Email: inger@ingerchandlerlaw.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS

Attchandu

By: Craig Doyal
CRAIG DOYAL, COUNTY JUDGE

Signed on June 18, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Ivan Crespo, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

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6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Ivan Crespo
P.O. Box 3445
Conroe TX 77305
Telephone: 936-333-8820
Email: ivanfnc@yahoo.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

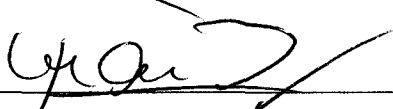
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

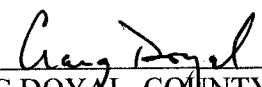
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

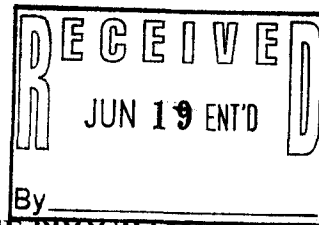
MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 6th, 2018.

Signed on JUN 26 2018, 2018.



#3901
JUN 26 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas (“the County”), acting by and through its Commissioners Court, and Jerald D. Crow, a licensed attorney in the State of Texas (“Contract Attorney”) for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the “Program”).

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract (“Agreement”) to comply with all terms of the Texas Fair Defense Act (the “Act”) and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments (“Local Rules”);
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Jerald D. Crow
424 K Phillips St
Conroe TX 77381
Telephone: 936-672-1819
Email: gerald.crow@gmail.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

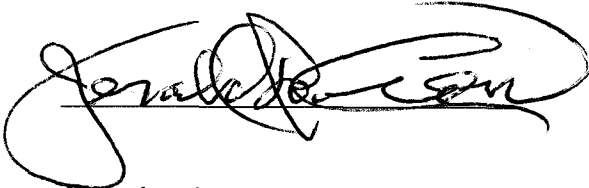
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



Signed on June 19, 2018.

By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on **JUN 26 2018**, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Attortz Kristi Nicole Czajkowski, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

Nicole Czajkowski
8505 Technology Forest Place #104
The Woodlands, Tx 77304
Telephone: 936-203-9258

Email: nicole@conroe.law.firm.com

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

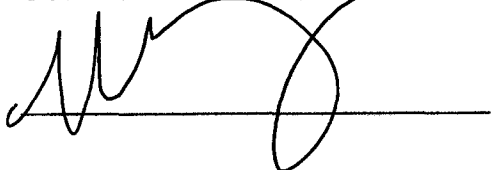
concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY



Signed on June 18, 2018.

MONTGOMERY COUNTY, TEXAS

By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on JUN 26 2018, 2018.

#3 901
JUN 26 2018

DELIVERED JUN 11 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Tony Duckworth, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Tony Duckworth
902 N. San Jacinto St.
Conroe TX 77301
Telephone: 936-756-4555
Email: duck@duckworthandray.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

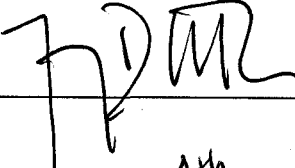
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

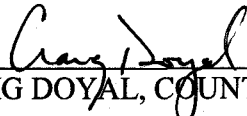
Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



Signed on June 4th, 2018.

By: 

CRAIG DOYAL, COUNTY JUDGE
Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Jeremy D. Finch, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

300 W. Davis, Ste. 450
Conroe, TX 77301

Telephone: 936.756.7297

Email: jdfinchlaw@gmail.com

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

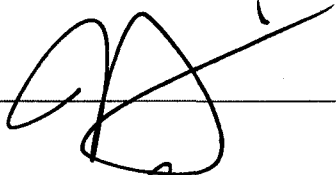
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

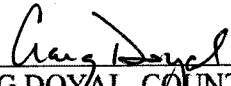
Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



Signed on June 8, 2018.

By: 

CRAIG DOYAL, COUNTY JUDGE
Signed on JUN 26 2018, 2018.

#3 RECEIVED JUN 19 ENT'D 901
By _____

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

JUN 26 2018

This contract is between Montgomery County, Texas (“the County”), acting by and through its Commissioners Court, and Gregory L. Gainey, a licensed attorney in the State of Texas (“Contract Attorney”) for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the “Program”).

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract (“Agreement”) to comply with all terms of the Texas Fair Defense Act (the “Act”) and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments (“Local Rules”);
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: 3 Gregory L. Gaines
336 N. Main
Conroe, TX 77301
 Telephone: 936 538-1100
 Email: gregorygaineslaw@gmail.com

To the County: Office of Court Administration
 Attn: Nate Jensen
 301 N. Main, Suite 304
 Conroe, Texas 77301
 Telephone: (936) 538-8173
 Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

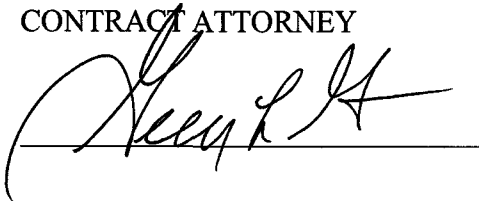
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

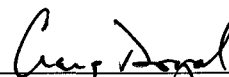
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 19, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas (“the County”), acting by and through its Commissioners Court, and Chester DeAndre' Gibbs, a licensed attorney in the State of Texas (“Contract Attorney”) for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the “Program”).

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract (“Agreement”) to comply with all terms of the Texas Fair Defense Act (the “Act”) and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments (“Local Rules”);
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Law Office of C. D. Gibbs
 332 North Main St.
 Conroe, Texas 77301
 Telephone: 936-756-7134
 Email: gibchel@yahoo.com

To the County: Office of Court Administration
 Attn: Nate Jensen
 301 N. Main, Suite 304
 Conroe, Texas 77301
 Telephone: (936) 538-8173
 Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

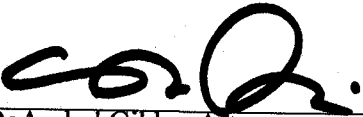
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

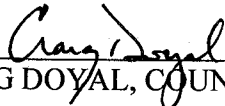
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS


C. DeAndre' Gibbs, Attorney

By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 18, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Tucker Graves, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. Term: This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. Fees and Payment: Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Tucker Graves
2751 S. Loop 336 W
Conroe 77301
 Telephone: 281-536-4288
 Email: tgraves@hotmail.com

To the County: Office of Court Administration
 Attn: Nate Jensen
 301 N. Main, Suite 304
 Conroe, Texas 77301
 Telephone: (936) 538-8173
 Email:

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

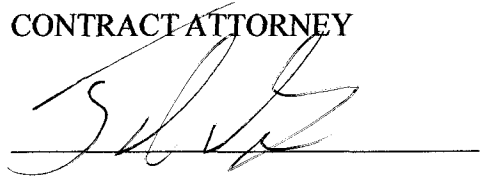
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

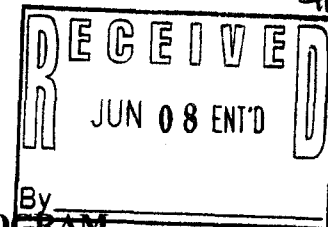
MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 19, 2018.

Signed on JUN 26 2018, 2018.



#3 991 JUN 26 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and John C. Hatley, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: John C. Hafley
318 N. Main St.
Conroe, TX 77301
Telephone: 936. 763. 5190
Email: johnhafley@law.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.


E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



John C. Hatley

By: 

CRAIG DOYAL, COUNTY JUDGE

Signed on June 8, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and William E. Harrison, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

William B. Harrison
215 Simonton, Conroe TX 77301

Telephone: 936-828-3898

Email: conroeattorney@yahoo.com

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

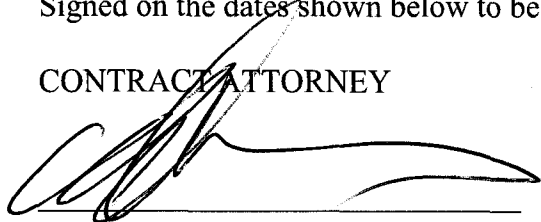
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL COUNTY JUDGE

Signed on June 4, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Jeffrey L. Hohl, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: 1095 Evergreen Circle Ste. 200
The Woodlands, TX 77380

Telephone: 281 771 3022
Email: jetthohl@hohlfirm.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

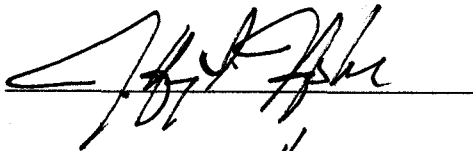
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

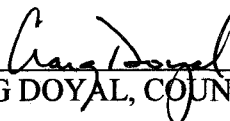
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 7th, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Joseph Krippel, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: 24420 FM 1314 #9
Porter, TX 77365
Telephone: 936.232.0073
Email: jkrippe@live.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

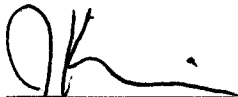
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.


Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



Joseph Krippel

By: 

CRAIG DOYAL, COUNTY JUDGE

Signed on June 18, 2018.

Signed on JUN 26 2018, 2018.

#3 991

RECEIVED JUN 18 2018

JUN 26 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Andrea Kolski, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: 8505 TECHNOLOGY FOREST PL.
SUITE 104
THE WOODLANDS, TX 77381
Telephone: (832) 381-3430
Email: akolski@yahoo.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

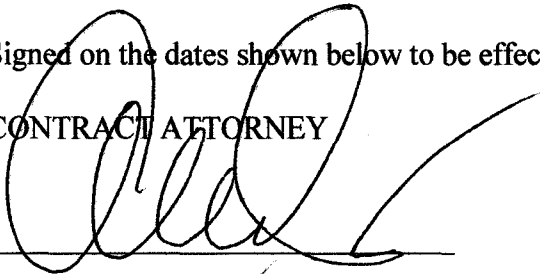
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 15th, 2018.

Signed on JUN 26 2018, 2018.

JUN 26 2018 #3961
RECEIVED
JUN 19 ENT'D
By _____

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and JoAnn Linzer, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: JoAnn Linzer
204 West Davis Street
Conroe, TX 77301
 Telephone: 713-962-9695 (Personal Cell) (not for clients)
 Email: linzerlaw@gmail.com

To the County: Office of Court Administration
 Attn: Nate Jensen
 301 N. Main, Suite 304
 Conroe, Texas 77301
 Telephone: (936) 538-8173
 Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

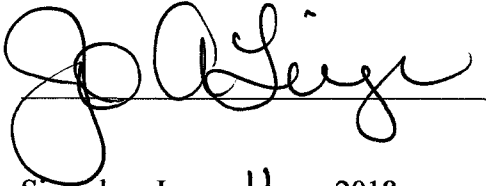
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

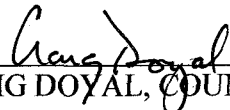
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 11, 2018.

Signed on JUN 26 2018, 2018.

JUN 26 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and WENDY L. LITTLE, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: 333 N RIVERSHIRE DRIVE
 SUITE 285
 CONROE, TEXAS 77304
 Telephone: 936-760-7609
 Email: FEAWEN67@YAHOO.COM

To the County: Office of Court Administration
 Attn: Nate Jensen
 301 N. Main, Suite 304
 Conroe, Texas 77301
 Telephone: (936) 538-8173
 Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 2, 2018.

Signed on JUN 26 2018, 2018.

RECEIVED JUN 19 2018

JUN 26 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Jose Mata, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Jose Mata
318 N. Main St.
Conroe TX 77301
 Telephone: 936-539-6282
 Email: josemata@wehmail.com

To the County: Office of Court Administration
 Attn: Nate Jensen
 301 N. Main, Suite 304
 Conroe, Texas 77301
 Telephone: (936) 538-8173
 Email:

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

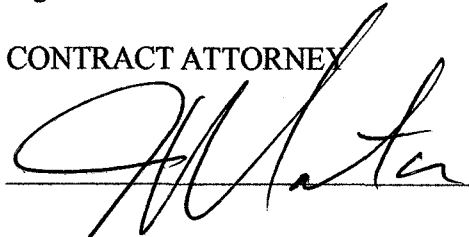
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

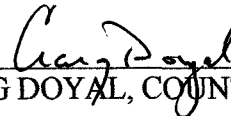
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 19, 2018.

Signed on JUN 26 2018, 2018.

#3 901

DELIVERED JUN 13 2018 JUN 26 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas (“the County”), acting by and through its Commissioners Court, and Lawrence C. McCotter, a licensed attorney in the State of Texas (“Contract Attorney”) for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the “Program”).

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract (“Agreement”) to comply with all terms of the Texas Fair Defense Act (the “Act”) and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments (“Local Rules”);
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Lawrence McCotter
207 Simonton St.
Conroe, TX 77301
 Telephone: 936-788-5700
 Email: lmcotter@gmail.com

To the County: Office of Court Administration
 Attn: Nate Jensen
 301 N. Main, Suite 304
 Conroe, Texas 77301
 Telephone: (936) 538-8173
 Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.


E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

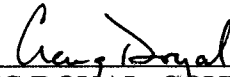
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 13, 2018.

Signed on JUN 26 2018, 2018.

#3 901
JUN 26 2018

DELIVERED JUN 07 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and GARY S. MILLER, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

Gary S. Miller
1790 Hughes Landing Blvd. #400
The Woodlands, TX 77380
Telephone: 713-647-2495

Email: gmiller @ millerdefense.com

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

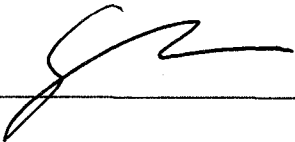
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

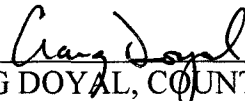
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 

CRAIG DOYAL, COUNTY JUDGE

Signed on June 7, 2018.

Signed on **JUN 26 2018**, 2018.

RECEIVED JUN 15 2018

JUN 26 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Matthew Neufeld, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

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2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

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5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

- (1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or
- (2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

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B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

Matthew Neufeld
505 N. Main St.
Conroe, TX 77301
Telephone: *936-228-6155*

Email: *matt@mneufeldlaw.com*

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

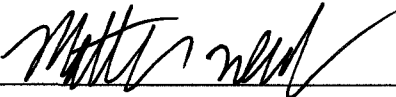
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

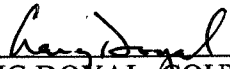
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 

CRAIG DOVAL, COUNTY JUDGE

Signed on June 15, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Darin J. Ray, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "*legal holiday*" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Darin J. Ray
902 N San Jacinto St.
Conroe, TX 77301
Telephone: 936-756-6555
Email: darin@duckworthandray.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

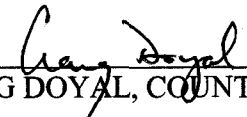
F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 

CRAIG DOYAL, COUNTY JUDGE

Signed on June 4th, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and Judith Shields, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney: Judith Shields
333 N. Rivershore Dr. Suite 285
Conroe, Texas 77304
Telephone: 936-703-5002
Email: judithshieldsattorney@gmail.com

To the County: Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 8th, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and GIZANT STEVENS, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

Grant STEVENS
300 W. DAVIS, 450
CONROE, TX 77301
Telephone: 936 539-9797

Email: grant1333@gmail.com

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY



Signed on June 12, 2018.

MONTGOMERY COUNTY, TEXAS

By: Craig Doyal
CRAIG DOYAL, COUNTY JUDGE

Signed on JUN 26 2018, 2018.

#3 901
JUN 26 2018
SHIPPED JUN 14 2018

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and JARROD L. WALKER, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.

2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.

3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.

4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.

5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.

6. The parties further agree that the appointing judge may substitute counsel if:

(1) at the conclusion of a trial, the indigent defendant desires to prosecute a direct appeal and requests that the court appoint different counsel; or

(2) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

III. GENERAL PROVISIONS

A. Non-appropriation: The County acknowledges that incurring indigent defense costs is a requirement under the Constitution of the United States and the right to counsel. Notwithstanding this provision, Contract Attorney hereby acknowledges that this contract does not extend past the terms outlined above, and that the County funds all indigent defense costs through its statutory budget process, signifying that the County makes no promise regarding either the continuation of this Program or funding thereto.

B. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

C. Legal Holidays. If any date herein set forth for the performance of any obligations by County or Contract Attorney or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices are generally closed for observance thereof and any county or state holiday recognized by Montgomery County, Texas.

D. Notices. All notices shall be in writing and delivered by certified mail, return receipt requested, or by hand-delivery with written receipt, to the following address:

To Contract Attorney:

JACOB L. WALKER
300 W. DAVIS, STE 450
CONROE TX 77301

Telephone: 936-756-0444

Email: legal.wflaw@gmail.com

To the County:

Office of Court Administration
Attn: Nate Jensen
301 N. Main, Suite 304
Conroe, Texas 77301
Telephone: (936) 538-8173
Email: n.jensen@mctx.org

All notices shall be deemed given upon deposit in the United States mail or upon receipt of hand-delivery. Either party may designate a different address by giving the other party ten (10) days written notice.

D. Entire Agreement. This Agreement contains the entire agreement between the County and Contract Attorney parties relating to its subject matter. Any oral representations or modifications

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

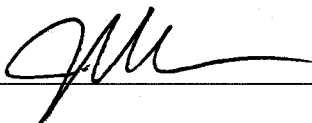
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.


F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 
CRAIG DOYAL, COUNTY JUDGE

Signed on June 4, 2018.

Signed on JUN 26 2018, 2018.

CONTRACT FOR FELONY INDIGENT DEFENSE PROGRAM

This contract is between Montgomery County, Texas ("the County"), acting by and through its Commissioners Court, and DENNIS V. YATES, a licensed attorney in the State of Texas ("Contract Attorney") for the provision of indigent defense services for felony defendants with cases pending in the district courts of Montgomery County, Texas (the "Program").

The Program is established to provide eligible defendants in felony cases filed in Montgomery County with qualified court-appointed defense attorneys. By increasing the efficiency of court appointments, this program should increase the overall effectiveness of legal services. County and Contract Attorney intend for the Program and this contract ("Agreement") to comply with all terms of the Texas Fair Defense Act (the "Act") and all terms and obligations contained herein are subject to the Act.

I. PROGRAM OPERATIONS

Services provided by the Contract Attorney shall include all legal representation in defense of criminal charges on behalf of a defendant, including but not limited to motions for new trial. A Contract Attorney may accept appointments under this system up to a cap of ninety-five (95) defendants per term. Each defendant may have been charged with one or more non-capital felony offenses. Attorneys receiving appointments under this contract shall not accept more than one concurrent felony appointment term in Montgomery County.

A. COMPLIANCE WITH REQUIREMENTS

The Contract Attorney shall comply with the following requirements at all times:

1. Maintain knowledge of and compliance with the *Local Rules of the District Courts of Montgomery County, Texas* in effect at the time of signing along with all subsequent amendments ("Local Rules");
2. Maintain valid license in good standing to practice law in the State of Texas;
3. Maintain telephone and fax numbers, as well as a physical location (other than a public building) in which the attorney can conduct confidential meetings and discussions without compromising professionalism and the attorney-client privilege;
4. Attended at least 10 hours of CLE related to criminal law in the year prior to filing an application (submit CLE verification);
5. Attend at least 10 hours of CLE related to criminal law annually, including one hour of ethics;
6. Agree to submit an affidavit showing compliance with the annual CLE requirements;
7. Provide (and keep current) an email address to which the Montgomery County Office of Court Administration (MCOCA) may send official notices and correspondence regarding the Program, including, but not limited to, matters concerning CLE, changes to the Program and eligibility requirements, notice of termination or removal from the approved list, and other administrative matters;

8. Consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
9. Maintain a demeanor which is professional and conducive to effective representation;
10. Demonstrate effectiveness of advocacy skills including, but not limited to, such items as: voir dire; direct and cross examination; introduction of, objection to, and admissibility of evidence; argument; instructions; and recognition of appellate issues;
11. Communicate effectively with the other parties involved in his or her cases. The Contract Attorney must make thorough use of sentencing laws, seeking imaginative and creative sentencing alternatives;
12. Appear in court punctually and keep the court apprised of his or her whereabouts;
13. Be cognizant that the manner in which he or she interacts with judicial officers, prosecutors, courtroom personnel, law enforcement personnel, co-counsel, and other members of the justice system contributes to the effective representation of his or her indigent clients;
14. Be of sound mind; and
15. Agree to report to the Texas Indigent Defense Commission, by October 15th of each year, the percentage of the attorney's practice time that was dedicated to work based on appointments accepted in Montgomery County for adult criminal cases for the prior year (term beginning on October 1st and ending September 30th).

B. DUTIES OF APPOINTED COUNSEL

1. Contract Attorney shall make every reasonable effort to contact the defendant not later than the end of the first working day after receiving notice of the appointment and interview the defendant as soon as practicable;
2. Contract Attorney shall zealously represent a defendant until charges are dismissed, the defendant is acquitted, or the attorney is permitted or ordered by the court to withdraw as counsel;
3. Contract Attorney shall perform the attorney's duty owed to the defendant in accordance with the adopted procedures of this Program, the requirements of law, and the Texas Disciplinary Rules of Professional Conduct;
4. Contract Attorney shall appear prepared and on time for all hearings;
5. Contract Attorney shall inform the judge when any of the following occurs:
 - (a) counsel is unable to appear to discharge his or her duties; or
 - (b) counsel cannot represent an indigent defendant because of a legal or ethical conflict.

C. **SUBSTITUTION BY APPOINTED COUNSEL PROHIBITED.** A Contract Attorney may send another attorney to appear on his or her behalf only in extenuating circumstances and with the express approval of the judge presiding. If approved by the judge in the court where the case is pending, the attorney making the appearance must be eligible for appointment to represent an indigent defendant in these courts.

D. The MCOCA shall provide the following appointment information data to the District Judges trying felony criminal cases on a monthly basis: (1) the number of pending appointments per attorney in their respective court; (2) the number of new appointments received during the report period; (3) the number of pending defendants per attorney in their respective courts; and (4) the number of defendants per individual attorney as a ratio to the maximum number of 95 per term. MCOCA shall also provide a report contrasting individual attorney caseloads in relation to the maximum caseloads proposed by the Texas Indigent Defense Commission. This information shall also be readily available to Contract Attorney.

II. OBLIGATION TO REPORT CERTAIN OCCURRENCES

Contract Attorney shall notify the judge of the Court in which he or she is practicing pursuant to this agreement not later than 48 hours after any of the following events: (1) the attorney's arrest for any state or federal offense punishable by confinement; (2) the attorney's placement on community supervision, diversion, or intervention; (3) any judicial finding that the attorney provided ineffective assistance of counsel; (4) disciplinary action by the State Bar of Texas against the attorney, including but not limited to any active or probated suspension; or (5) the attorney enters a plea of guilty or no contest to, or is found guilty of, an offense punishable by confinement.

III. TERMS

A. **Term:** This contract shall be effective on July 1, 2018 and will terminate on June 30, 2019 unless terminated earlier with at least thirty (30) days' written notice by either party.

B. **Fees and Payment:** Montgomery County agrees to pay Contract Attorney for all services to be rendered under this contract the total sum of:

1. Seventy Thousand and no/100 (\$70,000.00) dollars, or
2. Seventy-five Thousand and no/100 (\$75,000.00) dollars for a Spanish-speaking Contract Attorney or Contract Attorney whose attendant staff is fluent in both English and Spanish.

This amount is payable in equal payments on a biweekly basis, in exchange for full performance under the terms and provisions herein. Such payments shall be made only after receipt of a voucher and approval of the Judge of the Court to which the Contract Attorney has been assigned, and shall encompass all duties performed and services required under the contract. Additionally, Contract Attorney shall be entitled under the terms of this contract and under the Montgomery County District Courts Indigent Defense Local Rules ("The Plan") to a per day trial fee of Seven Hundred-fifty and no/100 (\$750.00) dollars per day for representation in a case where the defendant is charged with Continuous Sexual Abuse of a Child.

C. Expenses: Expert witness fees will be separately reimbursed if preapproved by the Court and included in a voucher approved by the judge. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

D. Termination:

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the date of termination which shall be not less than thirty (30) days from receipt of the notice of termination.
2. Termination of the contractual relationship between Montgomery County and the Contract Attorney shall not automatically terminate the attorney-client relationship related to pending cases. In the event of termination by either party, each Contract Attorney shall continue and maintain all required ethical and legal obligations to each respective client until entry of a court order allowing withdrawal of Contract Attorney and/or substitution of substitute counsel from the respective case. Contract Attorney will not be entitled to any additional fee for the cases assigned to Contract Attorney pursuant to this Agreement between termination of this Agreement and the withdrawal of Contract Attorney or substitution of substitute counsel.
3. Contract Attorney will not be eligible for appointment to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is cancelled by Contract Attorney. Contract Attorney will be eligible for appointment at a court's discretion to any case assigned to Contract Attorney pursuant to this Agreement if this Agreement is (a) cancelled by County, (b) cancelled jointly by County and Contract Attorney, or (c) the Program is not renewed, extended or a new program substantially similar to the Program is not implemented. After termination of this Agreement and if Contract Attorney is re-appointed to representation of a defendant or defendants on the same case or cases as originally assigned to Contract Attorney pursuant to this Agreement, Contract Attorney will be compensated for the remainder of the respective case at the current established Montgomery County indigent felony defense attorney rate.
4. Upon termination from the Program, a Contract Attorney may request permission to withdraw by filing a written motion with the court. The judge presiding over the case may grant the motion for good cause only after finding that the client will not be prejudiced by the substitution. After granting the motion, the judge presiding over the case will immediately appoint another qualified attorney as provided by the law, the Local Rules and this Agreement, as applicable.
5. The Contract Attorney understands and agrees that the judge presiding over any case may replace counsel at any time after entering findings in the record showing that no prejudice to the defendant will result from the removal and finding good cause for the removal, including without limitation: (1) current information about the defendant and charges indicating that counsel of different qualifications is appropriate for the defendant; (2) a violation of the Contract Attorney's professional responsibilities; or (3) a principled reason.
6. The parties further agree that the appointing judge may substitute counsel if:

concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and executed by both parties.

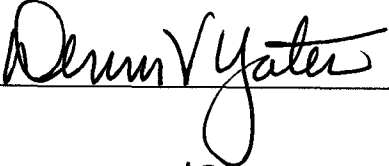
E. Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any claims arising out of or related to this Agreement shall be in a court of competent jurisdiction in Montgomery County, Texas.

F. Invalid provisions. If any provision of this Contract shall be deemed void, illegal, or otherwise unenforceable for any reason, such provision shall be severed from the remainder of the Contract, which shall remain in full force and effect.

Signed on the dates shown below to be effective on July 1, 2018 (the "Effective Date").

CONTRACT ATTORNEY

MONTGOMERY COUNTY, TEXAS



By: 

CRAIG DOYAL, COUNTY JUDGE

Signed on June 13, 2018.

Signed on JUN 26 2018, 2018.