

NC/US94 16A
#13

JUN 28 2016

Purchasing

Commissioners' Court-Regular Meeting

FROM: Darlou Zenor, Director of Purchasing

DATE: 06/28/2016

SUBJECT: TAKE ALL APPROPRIATE ACTION TO APPROVE THE CONTRACT
AWARDING A PRIVATE CONTRACT DEFENDER FOR INDIGENT
JUVENILE DEFENSE PROJECT #2017-0001 FOR VARIOUS COURTS.
(PREVIOUSLY APPROVED IN COMMISSIONERS' COURT 06/14/16)

**CONTRACT FOR LEGAL REPRESENTATION
OF ELIGIBLE INDIGENT JUVENILES**

This contract is made and entered into between William L. Pattillo, III, individually and on behalf of The Law Office of William Pattillo; Chris Allen, individually and on behalf of The Law Office of Chris Allen; and Carolyn Atkinson, individually and on behalf of The Law Offices of Carolyn Atkinson, (collectively referred to as "Contractor,") and Montgomery County, Texas, a political subdivision of the State of Texas ("County").

WHEREAS, Texas law mandates the provision of legal representation for juvenile indigents in every stage of proceedings under Chapter 51 of the Texas Family Code; and

WHEREAS, pursuant to Chapter 51 of the Texas Family Code, Chapter 174 of the Texas Administrative Code, and the Local Rules of Montgomery County For the Timely and Fair Appointment of Counsel in Juvenile Proceedings ("Local Rules"), the provision for indigent juvenile defense may be determined by contract between the County and responsible attorneys; and

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

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

WHEREAS, the County posted notice of a Request for Proposal(s) for a Private Contract Defender for Indigent Juvenile Defense designated Project #2017-0001 ("RFP"), and, after review of all responses, awarded this contract under the terms and conditions of the RFP and subject to appointment by the Appointing Authority; and

WHEREAS, the "Appointing Authority" hereunder with oversight of services performed under this contract is a committee of the Montgomery County Judge and Montgomery County court of law judges including the 9th District Court Judge, 221st District Court Judge, 284th District Court Judge, 359th District Court Judge, 410th District Court Judge, 418th District Court Judge, 435th District Court Judge, Judge of County Court at Law #1, Judge of County Court at Law #2, Judge of County Court at Law #3, Judge of County Court at Law #4, and Judge of County Court at Law #5; and

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

NOW, THEREFORE, the Parties hereto agree:

I. TERM OF CONTRACT

Contractor will begin accepting appointments under the RFP and this contract to represent indigent juveniles on October 1, 2016, and will cease to be appointed to cases after September 30, 2019; provided however, this contract may be extended for one (1) three-year period, pursuant to the renewal procedure set out in the RFP.

II. SCOPE OF CONTRACT

Legal representation shall be provided as detailed in the RFP, attached and incorporated herein by reference, and this contract. Beginning on the start date of this contract, the Contractor will be appointed counsel to certain juvenile defendants determined by the County to be indigent and whose family is also determined to be indigent. To the extent of any conflict between this contract and the RFP, the RFP shall prevail unless specifically agreed otherwise in writing by both Parties.

III. MINIMUM ATTORNEY QUALIFICATIONS AND STANDARDS OF REPRESENTATION

Contractor shall satisfy during the term of the contract all of the minimum attorney licensing and credentialing qualifications specified in the RFP and/or required by law. The Contractor shall provide zealous legal services to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

IV. DURATION OF REPRESENTATION

Contractor shall have the responsibility to complete all cases appointed to Contractor under this contract. Further, once appointment is made and representation is commenced under the terms of this contract, Contractor shall continue to represent the juvenile defendant until completion of the case unless relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure, notwithstanding the expiration or termination of this contract.

V. SUBSTITUTION OF ATTORNEYS

Substitution of counsel for Contractor to an attorney who is not specifically named in this contract is prohibited without prior approval by a majority of the appointing authority. Nothing in the contract shall prohibit an attorney covered by the contract from being relieved or replaced in accordance with Article 26.04(j)(2) of the Code of Criminal Procedure.

VI. CASELOAD LIMITATIONS

Contractor shall attend hearings as scheduled and shall provide representation in all juvenile court matters when necessary. Workload/caseload limitations upon Contractor shall conform to the standards developed by the National Advisory Commission on Criminal Justice Standards and Goals in 1973. Contractor shall not accept workloads that, by reason of their excessive size, interfere with the rendering of quality representation or lead to the breach of professional obligations.

VII. CONFLICTS OF INTEREST

The procedures for dealing with conflicts of interest as specified in the RFP and/or the Local Rules shall be strictly followed.

VIII. WITNESS AND OTHER LITIGATION EXPENSES

Pursuant to the RFP, the Contractor shall be solely responsible for all routine expenses associated with the representation of indigent juveniles for whose defense Contractor is appointed; and, routine expenses, as defined in the RFP, shall be non-reimbursable. There shall be no additional compensation or reimbursement due for non-routine expenses (including but not limited to: expert witnesses, consultants, investigators) on any case without the express, written approval of the Juvenile Court Judge having jurisdiction over the case.

IX. COMPENSATION AND PAYMENT PROCESS

1. The sum of Two Hundred Thousand and no/100 Dollars (\$200,000.00) annually is to be paid to Contractor in monthly installments; provided that, in any month in which Contractor fails, declines, or is unable to perform services for County hereunder, for any juvenile Court docket, the monthly payment due shall be prorated for the number of days in which services are actually provided hereunder.
2. Itemized fee vouchers and monthly invoices confirming the amount due for services provided in the previous month must be submitted to the Office of Court Administration ("OCA") as follows: Office of Court Administration, 301 N. Main, Suite 304, Conroe, TX 77301. Fee vouchers must have been approved by a member of the appointing authority. The monthly invoice shall be accompanied by all supporting documentation that may be required by the County Auditor or the Office of Court Administration, and a copy of an order to pay for any non-routine expenses requested to be paid over and above the agreed upon monthly compensation.
3. Payment for all services hereunder shall be made by one check payable to "William L. Pattillo, III." Payment by the County shall be made no later than thirty (30) days following receipt of the monthly invoice and all requested supporting documentation by the County Auditor, or as provided by the prompt payment requirements of Chapter 2251 of the Texas Government Code.
4. For cases assigned but not disposed within the term of this contract, the Contractor shall continue legal representation until case disposition or substitution of counsel, and shall be compensated for services performed outside the term of this contract according to the County's regular schedule of fees for services provided by attorneys representing indigent juvenile clients under the Local Rules.
5. Contractor shall not solicit, receive or accept any additional compensation or payment from indigent juvenile clients, their families or third parties as payment for any legal services provided in a case assigned under this contract.

X. REPRESENTATION

1. Contractor's legal representation shall be of sufficient quality to meet all constitutional, statutory and case law requirements.
2. Contractor shall complete all legal representation and support services for indigent juvenile defendants that Contractor is appointed to represent. Such services shall include but not be limited to:
 - all necessary court appearances as described in the RFP and as required by law;
 - legal research;
 - investigative services, if necessary;
 - services of an interpreter which are required outside of court;
 - preparation and necessary appearances in pretrial or during trial writ proceedings;
 - preparation of briefs and other necessary legal documents;
 - court reporter transcripts for which the client is not entitled to obtain without cost;
 - defense-requested court reporter transcripts not statutorily mandated and not ordered by Juvenile Court Judge; and
 - assistance to indigent juveniles in filing a notice of appeal and other legal appellate documents.

3. Contractor shall render all professional legal services reasonably required from the time of appointment to and including final adjudication or disposition in the Juvenile Court and, as necessary, filing notice of appeal, if any, and other legal documents pertaining thereto.
4. Contractor shall maintain all appropriate attorney case records and shall allow prompt inspection or assure prompt transmission of copies of same upon order of the Court to any successor Contractor or private counsel on appeal regarding active cases or to the person represented.
5. Contractor shall establish a procedure for internal supervision and evaluation of the performance of Contractor's staff. These procedures should include a monitoring of time and caseload records, reevaluation of attorney case activity, in-court observations and periodic evaluations. These performance evaluations should be based upon the report of Contractor's designated attorney.
6. Contractor shall give every client the time necessary to provide effective representation. Contractor shall monitor the caseload of the attorneys and provide to the Appointing Authority caseload information on the number of cases assigned during the Contract term and the number of cases handled outside of this contract. Contractor shall not exceed the workload/caseload standards established in this contract.

XI. INDEPENDENT CONTRACTOR

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

XII. INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS THE COUNTY FROM ANY CLAIM OR CAUSE OF ACTION ARISING FROM SERVICES PERFORMED HEREUNDER. CONTRACTOR SHALL OBTAIN AND MAINTAIN THROUGHOUT THE TERM OF THIS CONTRACT PROFESSIONAL LIABILITY INSURANCE REQUIRED BY THE RFP, AND SHALL ANNUALLY PROVIDE COUNTY CERTIFICATES OF INSURANCE EVIDENCING SAME.

XIII. RIGHT OF TERMINATION

1. This contract may be terminated upon thirty (30) days written notice by or to the County.
2. Notwithstanding paragraph 1 above, failure of any Contractor to comply with the terms of this contract and any reasonable directions by, or on behalf of the Juvenile Court Judge or the County, pursuant thereto, shall constitute a material breach of the contract by Contractor, and, in addition to any other remedy authorized by law, the County shall have the right to terminate the contract immediately. Failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. This contract may be terminated, at the sole discretion of the County, upon the occurrence of any of the following by any Contractor:
 - a. Violation of any provision of this contract;

- b. Institution of proceedings by, or against, any Contractor pursuant to the bankruptcy laws of the United States;
- c. Suspension of business operations, failure of receivership of any Contractor or any Contractor's law firm;
- d. Assignment of the contract without prior written approval;
- e. The institution of disciplinary proceedings against any Contractor by the State Bar of Texas;
- f. The commencement of criminal prosecution of any Contractor;
- g. Cancellation or other discontinuance of malpractice insurance liability coverage of any Contractor; or
- h. Failure of the County to appropriate sufficient funds to pay compensation due hereunder for services not yet requested.

XIV. RIGHT OF AUDIT

Contractor shall provide to the County Auditor written information regarding hearing outcomes on respective assigned cases every thirty (30) days prior to receiving a disbursement for services performed therein. Contractor shall permit an audit of records pertaining to billings under this contract at any time during normal business hours, as required by the County Auditor.

XV. RECORDS RETENTION

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

XVI. GOVERNING LAW AND VENUE

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

XVII. NOTICE

Except for payment and where judicial order is specifically required under this contract, any notice or other communication hereunder by any Party to another shall be in writing and may be either (1) delivered by hand to the Party or Party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by electronic mail transmission, or (4) delivered by a reputable courier service, addressed as indicated below:

To County: Montgomery County Purchasing Department
 501 N. Thompson St., Suite 405
 Conroe, Texas 77301

Montgomery County Attorney's Office
 501 N. Thompson, Suite 300
 Conroe, Texas 77301

To Contractor: William L. Pattillo, III
c/o Law Offices of Bill Pattillo
430 N. Main Street
Conroe, Texas 77301

XVIII. SEVERABILITY

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

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures and this contract shall become effective as of the date executed by the County.

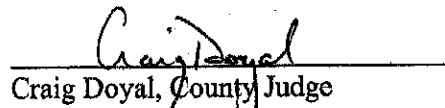
WHEREFORE, premises considered, Montgomery County hereby executes this agreement on the 28th day of June, 2016.

CONTRACTOR


MONTGOMERY COUNTY, TEXAS



William L. Pattillo III, Individually
and on behalf of The Law Office of Bill Pattillo


Craig Doyal, County Judge
Mike Meador, Commissioner Pct. 1

CONTRACTOR



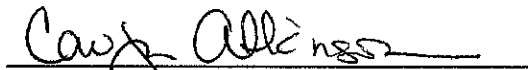
Chris Allen, Individually and
on behalf of The Law Office of Chris Allen


Charlie Riley, Commissioner Pct. 2

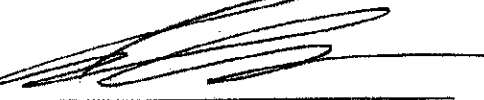
ABSENT

CONTRACTOR

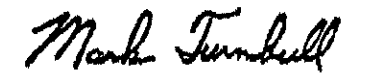
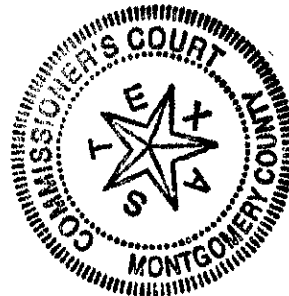
James Noack, Commissioner Pct. 3



Carolyn Atkinson, Individually and
on behalf of The Law Office of Carolyn Atkinson


Jim Clark, Commissioner Pct. 4

ATTEST:


Mark Turnbull, County Clerk

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Law Office of William Pattillo
Conroe, TX United States

Certificate Number:
2016-72549

Date Filed:
06/17/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Montgomery County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

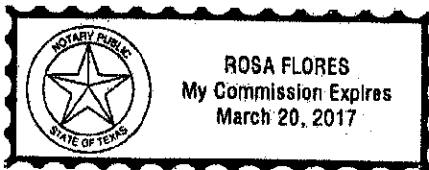
1432
Private Contract Defender for Indigent Juvenile Defense-Variou Courts Montgomery County, Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Atkinson, Carolyn	Conroe, TX United States	X	
	Allen, Chris	Conroe, TX United States	X	
	Pattillo, William	Conroe, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said William Pattillo, this the 17 day of June, 20 16, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Rosa Flores
Printed name of officer administering oath

Notary Public
Title of officer administering oath

SAM Search Results

List of records matching your search for :

Search Term : WILLIAM* L. PATTILLO*

Record Status: Active

No Search Results

U.S. Department of Housing and Urban Development

Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions list as of 6/16/2016

Search Criteria: WILLIAM L. PATTILLO

Records Found: 0

Subject	Affiliate	Address	Scope of Disqualification	Disqualification Start Date	Disqualification End Date	Disqualification List Date	Office	Contact Person	Contact Office Phone	Contact Email
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Glenn Hegar

Texas Comptroller of Public Accounts

*Welcome to your official online window on state government services from the Texas Comptroller of Public Accounts.***Debarred Vendor List**

As of **November 2, 2015**, the following vendors have failed to comply with their contracts and have been debarred from doing business with the State of Texas for the period of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in RULE §20.102(b)(4).

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
17603361605	Daystar Residential, Inc 3926 Bahler Manvel TX 77578	May 17, 2011	5 Years
11343506066	DBuilders2 LLC PO Box 248 Mansfield TX 76063	September 19, 2011	5 Years
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd Syracuse, NY 13202	November 12, 2014	5 Years
15814194500	Twiss Associates 19 Compo Rd South Westport CT 06880	September 23, 2011	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1272447273800	Walker Electric Company LLC 1520 Park St Beaumont TX 77701-5527 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years

In 2015, the Texas Legislature passed House Bill 855, which requires state agencies to publish a list of the three most commonly used Web browsers on their websites. The Texas Comptroller's most commonly used Web browsers are Microsoft Internet Explorer, Google Chrome and Apple Safari.

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