

LAST
RENEWAL

Law Office of William Pattillo
430 N. Main
Conroe, Texas 77301
Tel (936) 539-5522 Fax (936) 539-5568

WILLIAM L. PATTILLO
Attorney at Law

THERESA PATTILLO
Attorney at Law

June 6, 2013

Montgomery County Purchasing Department
Attn: Darlou Zenor, Purchasing Agent
501 North Thompson, Suite 405
Conroe, Texas 77301

VIA: HAND DELIVERY

Re: Indigent Juvenile Defense Contract

Dear Ms. Zenor:

Please let this letter serve as evidence of our intent to renew our contract with Montgomery County as the Private Contract Defender for Indigent Juvenile Defense in the annual amount of \$175,000.00. We are respectfully submitting our letter of intent and asking you to forward it to the Juvenile Board as required by the contract.

I appreciate your attention to these matters; should you have any questions or concerns, do not hesitate to contact my office.

Sincerely,


William Pattillo

CHANGE

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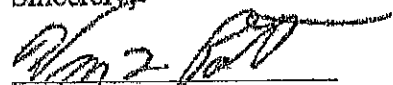
WILLIAM L. PATTILLO
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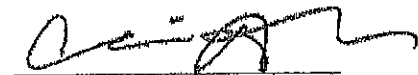
September 6, 2012

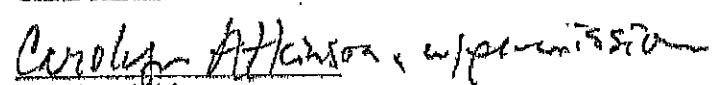
Judge Mary Ann Turner
Chair, Montgomery County Juvenile Board:

The current contract for a private contract defender for indigent juvenile defense includes a stipulation that our contract defender group "... shall not be appointed or obligated under the contract to provide representation to juveniles once they are placed in the Montgomery County Power Recovery Court." As a group, we have no objection to this stipulation being removed from the contract before the renewal period for the contract arrives. If we can be of any other assistance in this matter, do not hesitate to contact us at the above number.

Sincerely,


Bill Pattillo


Chris Allen


Carolyn Atkinson

**Proposed Amendment to the
"Master Contract for Legal Representation of Eligible Indigent Juveniles"**

The following is a proposed amendment to this contract for the fiscal year beginning October 1, 2012. By adding the language which is italicized below, the contract will be in compliance with Section 174.25 of the Texas Administrative Code which states that vouchers must be approved by a member of the appointing authority prior to being forwarded to the county financial officer for approval and payment. It is our understanding that this is currently the practice, but this amendment will further clarify this point.

IX.
COMPENSATION AND PAYMENT PROCESS

1. The sum of One Hundred Seventy-five Thousand and no/100 Dollars (\$175,000) annually is to be paid to the Contractor in monthly installments of Fourteen Thousand Five Hundred Eighty-three and 33/100 Dollars (\$14,583.33); 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. The Contractor shall submit a monthly invoice confirming the amount due for services provided in the previous month to the Montgomery County Auditor at P.O. Box 539, Conroe, Texas 77305. The invoice shall also contain information on any additional amounts that may be due pursuant to order of a judge having jurisdiction over any case handled hereunder. The monthly invoice shall be accompanied by all supporting documentation that may be required by the County Auditor or the Office of Indigent Defense, and a copy of any order to pay approved by a judge for any non-routine expenses requested to be paid over and above the agreed upon monthly compensation. *Furthermore, the invoice must be approved by the appointing judge prior to being forwarded to the county auditor for approval and payment.*

- renewal acceptance

signature page

use current

P.O. #

- run wage report

ORIGINAL
CONTRACT

#14
12-20-10

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

This Contract, which is effective upon execution by the Montgomery County Commissioners Court, is made and entered into between William L. Pattillo, Chris Allen and 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 Tex. Family Code; and

WHEREAS, pursuant to Chapter 51 of the Tex. Family Code, Chapter 174 of the Tex. 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 an attorney, or association 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 or Qualifications for a Private Contract Defender for Indigent Juvenile Defense designated Project #2011-0003 ("RFP/Q"), and, after review of responses, awarded this Contract under the terms and conditions of the RFP/Q 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**

The Contractors will begin accepting appointments under the RFP/Q (attached hereto) and this Contract to represent indigent juveniles on January 1, 2011, and will cease to be appointed to cases after September 30, 2011; provided however this Contract may be extended for one-year periods, not to exceed five (5) total annual renewals, pursuant to the renewal procedure set out in that Section of the RFP/Q entitled "Renewal Options".

**II.
SCOPE OF CONTRACT**

Legal representation shall be provided as detailed in the RFP/Q and this Contract. Beginning on the start date of this Contract, the Contractor will be appointed counsel to 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/Q, the RFP/Q 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/Q. 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**

The 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, the Contractor shall continue to represent a juvenile defendant until completion of the case despite expiration or termination of this Contract.

**V.
SUBSTITUTION OF ATTORNEYS**

Substitution of counsel for Contractor to counsel not specifically included in Contractors proposal in response to the RFP/Q, shall be prohibited without written approval of the judge having jurisdiction of the case and may be accomplished only according to the terms as specified in the RFP/Q and/or the Local Rules.

VI. CASELOAD LIMITATIONS

Contractor shall attend hearings each week and shall provide representation in court cases; however, the workload/caseload limitations upon Contractor shall conform to the standards developed by the National Advisory Commission on Criminal Justice Standards and Goals in 1973.

VII. CONFLICTS OF INTEREST

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

VIII. WITNESS AND OTHER LITIGATION EXPENSES

Pursuant to the RFP/Q, 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/Q, 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 One Hundred Seventy-five Thousand and no/100 Dollars (\$175,000.00) annually is to be paid to the Contractor, in monthly installments of Fourteen Thousand Five Hundred Eighty-three and 33/100 Dollars (\$14,583.33); 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. The Contractor shall submit a monthly invoice confirming the amount due for services provided in the previous month to the Montgomery County Auditor at P. O. Box 539, Conroe, Texas 77305. The invoice shall also contain information on any additional amounts that may be due pursuant to order of a judge having jurisdiction over any case handled hereunder. The monthly invoice shall be accompanied by all supporting documentation that may be required by the County Auditor or the Office of Indigent Defense, and a copy of any order to pay approved by a judge for any non-routine expenses requested to be paid over and above the agreed upon monthly compensation.

2. Payment for all services hereunder shall be made by one check payable to "William L. Pattillo." 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.

3. 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.

4. 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. There shall be no substitution of counsel for services hereunder to be performed by any attorney not signatory to this Contract.
2. Contractor's legal representation shall be of sufficient quality to meet all constitutional, statutory and case law requirements.
3. 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;
 - * 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 indigents in filing notice of appeal and other legal documents pursuant to.
4. 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.
 5. 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.
 6. 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.
 7. 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 Article VI of this Contract.

XI. INDEPENDENT CONTRACTOR

1. 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.
2. 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.
3. 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.
4. 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 and other insurance as may be required by the RFP/Q, and shall provide County a certificate(s) of insurance evidencing same.

XIII. RIGHT OF TERMINATION

1. This Contract can be terminated upon thirty (30) days written notice by or to the County.
2. Notwithstanding paragraph (1.) above, failure of 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 option of the County, upon the occurrence of any of the following:
 - a. Violation of any provisions of this Contract;
 - b. Institution of proceedings by, or against, Contractor pursuant to the bankruptcy laws of the United States;
 - c. Suspension of business operations, failure of receivership of Contractor or Contractor's law firm;
 - d. Assignment of the Contract without prior written approval;
 - e. The institution of disciplinary proceedings against Contractor by the State Bar of Texas;
 - f. The commencement of criminal prosecution of Contractor;
 - g. Cancellation or other discontinuance of malpractice insurance liability coverage;
or
 - h. Failure of the County to appropriate sufficient funds to pay compensation due hereunder for services not yet requested.

3. Upon any expiration or termination (by cancellation or otherwise), unless specifically relieved by the Courts, each Contractor shall be required to complete representation of all clients in all cases where previously appointed by the Court pursuant to this Contract.

**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 telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service, addressed as indicated below:

To County: Montgomery County Judge
 501 N. Thompson St., Suite 401
 Conroe, Texas 77301
 Telephone: 936-539-7812
 Fax No.: 936-760-6919

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

Telephone: 936-539-5522
Fax No.: 936-539-5568

**XVIII.
SEVERABILITY**

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

**XIX.
ADDITIONAL TERMS**

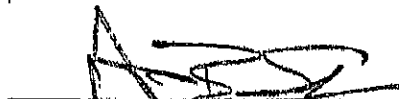
1. **Incorporation of RFP/Q.** Any and all other requirements of the RFP/Q that are not specifically noted in this Contract are incorporated into this Contract.
2. **Available Funds.** County expressly acknowledges that all monies paid as compensation under this Contract shall be paid from grant funds or budgeted available funds for current fiscal year of the County.
3. **Open Meetings.** The meetings at which this Contract was approved by the governing authority of the County and Appointing Authority, were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.
4. **Amendments.** There shall be no change or amendment to this Contract without written consent of both Parties.
5. **Superseding Agreement.** This Contract supersedes any and all earlier contracts, oral or written, between these Parties for the specified services.

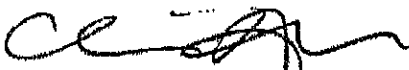
IN WITNESS WHEREOF, the Parties hereto have affixed their signatures and this Contract shall become effective as of the date executed by the County.


CONTRACTOR

MONTGOMERY COUNTY, TEXAS


William L. Pattillo


Alan B. Sadler, County Judge


Chris Allen


Mike Meador, Commissioner Pct. 1

Carolyn Atkinson
Carolyn Atkinson

Craig Doyal
Craig Doyal, Commissioner Pct. 2

Ed Chance
Ed Chance, Commissioner Pct. 3

Ed Rinehart
Ed Rinehart, Commissioner Pct. 4

Attest:

Mark Turnbull
Mark Turnbull, County Clerk

