

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

This Contract ("Contract"), which is effective upon the date of execution stated hereinbelow, is made and entered into by and between **Law Office of Bill Pattillo**, with William L. Pattillo, III as its authorized designee ("Contractor", also referred to in the attachments hereto as "Respondent", "Proposer" or "Vendor"), and **Montgomery County, Texas**, a political subdivision of the State of Texas ("County").

RECITALS

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 applicable provisions of Chapter 51 of the Tex. Family Code, Chapter 174 of the Tex. Administrative Code, Article 26 of the Texas Code of Criminal Procedure 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 an appropriate contract between the County and responsible attorney(s); 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 for a Private Contract Defender for Indigent Juvenile Defense designated as Project # 22-16 ("RFP"), and, after review of responses, has awarded this Contract in accordance with, and subject to, the terms and conditions herein stated; 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; and

WHEREAS, performance of services by Contractor hereunder, during the course of the Contract, remains further subject to oversight by the Montgomery County Juvenile Board ("Juvenile Board") or its authorized designee(s).

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits set forth herein the parties hereto agree:

TERMS

I. TERM OF CONTRACT

This Contract shall be effective as of the date of execution hereinbelow stated and the Contractor will begin accepting appointments, under the terms identified in the RFP dated May 11, 2022, attached hereto and incorporated herewith as **Exhibit A**, and this Contract, for representation of indigent juveniles beginning on October 1, 2022, and will cease to be appointed to cases after September 30, 2026, on which date (at 11.59 pm) this Contract shall expire; provided however, this Contract may be renewed for one (1) additional four-year term, pursuant and subject to the renewal procedures and other applicable terms as set out in the RFP. Such renewal term shall remain subject to the terms of this Contract and attachments hereto, as amended.

II. SCOPE OF CONTRACT

1. Beginning on October 1, 2022, and for the duration set out under Article IV below, the Contractor will be appointed counsel to assigned juvenile defendants determined by the County to be indigent and whose family(ies) is(are) also determined to be indigent. Legal representation by Contractor shall be provided in accordance with, and as detailed, in this Contract, including attachments thereto.
2. All completed information, forms, proofs of insurance and required certifications, as provided by Contractor under its response to the RFP dated June 7, 2022 (said response attached hereto and incorporated herewith as **Exhibit B**), shall be promptly added to/updated by Contractor as may be required by County and evolving laws through the course of the Contract. To the extent of any conflict between the body of this Contract, the RFP, and Contractor's response to the RFP, the body of this Contract shall prevail unless specifically agreed otherwise in writing by both parties. To the extent of any conflict between the RFP and Contractor's response to 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 assigned 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, unless relieved or replaced in accordance with Article 26.04(j)(2) Code of Criminal Procedure, notwithstanding expiration or termination of this Contract. This provision shall survive termination of the Contract.

V. SUBSTITUTION OF ATTORNEYS

Substitution of counsel for Contractor to counsel not specifically identified in Contractor's response to the RFP, 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 and/or the Local Rules. Nothing in this Contract shall prohibit an attorney covered by this Contract from being relieved or replaced in accordance with Article 26.04(j)(2) Code of Criminal Procedure.

VI. CASELOAD LIMITATIONS

Contractor shall attend hearings as scheduled and shall provide representation in all juvenile court cases/matters appointed to Contractor; 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. 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, the Local Rules and applicable laws shall be strictly followed.

VIII. WITNESS AND OTHER LITIGATION EXPENSES

Contractor may receive reimbursement for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts consistent with Article 26.05(d), Texas Code of Criminal Procedure. When possible, prior Court approval should be obtained before incurring expenses for investigation and for mental health and other experts. Other expenses incurred without prior court approval are subject to reimbursement at the discretion of the Court.

IX. COMPENSATION AND PAYMENT PROCESS

1. The sum of Two Hundred and Twenty Five Thousand and 00/100 Dollars (\$225,000.00) annually is to be paid to the 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. The Contractor shall submit a monthly invoice confirming the amount due for services provided in the previous month to the Office of Court Administration ("OCA") at 301 N. Main, Suite 304, Conroe, TX 77301.

2. The monthly invoice shall also clearly identify information on any additional amounts that may be due pursuant to an 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, the OCA 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.
3. Payment for all services hereunder shall be made by way of one or more checks payable to Contractor, as deemed appropriate by the County Auditor in accordance with County's routine payment procedures. 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. This provision shall survive termination of the Contract.
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. There shall be no substitution of counsel for services hereunder to be performed by any attorney not previously identified to County under the Contractor's response to the RFP dated June 7, 2022 (Exhibit B), until and unless such is in compliance with Article V above.
2. Contractor's legal representation and performance hereunder shall be of sufficient quality to meet all constitutional, statutory, ethical and case law requirements, and shall be in compliance with all applicable federal, state and local rules, laws and regulations.
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 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 indigents in filing notice of appeal and other legal appellate documents.
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(s) of its attorneys providing services herein and shall provide to the Juvenile Board or its authorized designee(s) 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.
 8. Contractor acknowledges and agrees that County is not bound to exclusivity under this Contract, and County is not limited in its engagement of additional/other contractors/attorneys for the provision of any indigent juvenile defense services, should County deem such engagement appropriate at any time. No third party beneficiaries are intended under this Contract and no entitlements are vested in Contractor, or other third parties, as a result 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, and Contractor's staff and agents shall not be deemed employees of County and shall not be entitled to any benefits, that are afforded by County to its employees, at any time. Contractor is solely responsible for all state and federal taxes/deductions, and IRS filings thereof, in relation to its own employees and agents.
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, and compliance with applicable laws and rules by, its agents, associates and employees relative to the services provided during the term and scope of their employment.
4. Contractor shall not delegate, subcontract or assign any, rights or obligations hereunder, either in whole or part, without prior written consent of the Juvenile Board and the County.
5. Contractor shall promptly notify County in writing of any change in its corporate status and/or changes to staff and agents performing services hereinunder.

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 COVERAGES AS MAY BE REQUIRED BY THE RFP, AND SHALL PROVIDE COUNTY A CERTIFICATE(S) OF INSURANCE EVIDENCING SAME. IN NO EVENT SHALL COUNTY BE DEEMED TO HAVE WAIVED ANY IMMUNITY, DEFENSE OR LIABILITY CAP AVAILABLE TO IT BY LAW.

XIII. RIGHT OF TERMINATION

1. This Contract can be terminated upon thirty (30) days written notice by or to the County, with or without cause.
2. Notwithstanding paragraph 1. above, failure of Contractor to comply with the terms of this Contract and/or any reasonable directions by, or on behalf of the Juvenile Court Judge presiding over a case/matter, the Juvenile Board 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 of Contractor, and/or 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 or any of its attorney(s) performing services hereunder;
 - g. Cancellation or other discontinuance of malpractice insurance liability coverage of Contractor or any of its attorneys performing services hereunder; or
 - h. Failure of the County to appropriate sufficient funds to pay compensation due hereunder for services not yet requested.
3. NON-APPROPRIATION: Notwithstanding anything to the contrary contained in this Contract or attachments hereto, this Contract may be terminated with thirty (30) days notice by either party to the other party if the Commissioners Court of Montgomery County fails to appropriate funding for this Contract for any of the following fiscal years following the date of execution stated below.
4. Upon any expiration or termination (by cancellation or otherwise), unless specifically relieved by the Courts, Contractor shall be required to complete representation of all clients in all cases that were previously appointed 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 facsimile; (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

With copy to: Montgomery County Purchasing Department
 501 N. Thompson St., Suite 401
 Conroe, Texas 77301
 Telephone: 936-539-7980
 Fax No.: 936-760-6976

To Contractor: Bill Pattillo
 Law Office 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.

XIX. ADDITIONAL TERMS

1. **Additional Legal Requirements.** Any and all additional legal requirements and/or contractual language, applicable to this Contract and services herein, as promulgated by applicable laws, Local Rules, legislative changes or regulatory/auditing agencies, including federal, state and/or local, that may not be specifically noted in this Contract, are nevertheless deemed incorporated into this Contract as of the respective effective dates thereof. The parties hereto shall further cooperate with each other in formalizing any contractual amendments required by legislative changes and/or regulatory/auditing agencies.
2. **Available Funds.** County expressly acknowledges that all monies paid as compensation under this Contract shall be paid from current revenues available and/or approved grant funds allocated under the budget process of the County. No debt shall be incurred by County as result of this Contract. In the event of approval of grant funding at any time, in whole or in part, of this Contract, Contractor acknowledges and agrees that it shall be bound by any and all grant terms to which County may be subject, to the full extent required, whether or not such terms are specified herein.
3. **Recitals and Headings.** The recitals to this Contract are deemed incorporated herein and made a part of the Contract, for all purposes. The headings under this Contract are inserted for ease of location of subject matter within, and shall not limit or affect the interpretation of any provisions hereof.
4. **Amendments.** There shall be no change or amendment to this Contract without the written consent of both parties.
5. **Superseding Agreement.** This written instrument and the exhibits attached hereto, and additional legal requirements which are incorporated by reference and made a part of this Contract for all purposes, constitute the entire agreement between the parties hereto concerning the work and services to be performed hereunder. This Contract supersedes any and all earlier contracts, oral or written, between these parties for the specified services herein.

[Remainder of this page intentionally left blank; signature page and Exhibits to follow.]

MONTGOMERY COUNTY, TEXAS

FUNDING OUT

It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of County for the purposes of satisfying County's obligations under the terms and provisions of this agreement; that notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's obligations under the terms and provisions of this agreement, the sole and exclusive remedy of Bidder/Offeror shall be to take possession of any goods or materials and to terminate this agreement.

AUDITOR'S CERTIFICATION

I do hereby certify that funds are available sufficient to pay the obligation of Montgomery County under and within the foregoing Agreement.



County Auditor
Montgomery County, Texas

7/18/2022

Date upon budget approval / adoption,
one year at a time.
- RP

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have affixed their signatures and this Contract shall become effective as of the date of execution hereinbelow stated.

Executed this 26th day of July, 2022

CONTRACTOR

MONTGOMERY COUNTY, TEXAS

By: William L. Pattillo, III
William L. Pattillo, III
Law Office of Bill Pattillo

Mark J. Keough
Mark J. Keough, County Judge

ABSENT

Robert C. Walker, Commissioner Pct. 1

Charlie Riley
Charlie Riley, Commissioner Pct. 2

James Noack
James Noack, Commissioner Pct. 3

James Metts, Commissioner Pct. 4

Attest:

Mark Turnbull
Mark Turnbull, County Clerk



Attachments: Exhibit A
Exhibit B