

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS

This Contract is made by and between Marion County, Texas ("County"), a political subdivision of the State of Texas, and _____, State Bar No. _____ ("Attorney") on the ____ day of _____, 20____. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Marion County. Attorney has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on January 1, 2018 and ending on December 31, 2018, unless sooner terminated as set forth herein.
2. Compensation. Attorney will receive the sum of \$_____ per month, for a total of \$_____ for the term of the contract (unless the Contract is terminated sooner).
3. Case Load. Attorney(s) may handle up to a maximum of 242 cases per year (i.e., a maximum of 100 felonies, 125 misdemeanors, 12 juvenile cases, and 5 appeals). If the total volume of cases requires that Attorney(s) be appointed to handle more than 485 cases a year, Attorney(s) will be compensated for work on such extra cases at the rate of one and one-half times the normal rate for indigent defense cases in each respective county, or the reasonable fee that the presiding judge finds by order to be appropriate. In these cases, the Attorney(s) must present a form listing the time spent on each case, together with the activities for which the time was incurred, to the presiding judge for approval.
4. Expense Reimbursement. Attorney(s) may receive reimbursement for reasonable and necessary expenses, including expenses for investigation, and other experts, consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Marion County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Marion County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the presiding judge for approval.
5. Independent Contractor. Attorney(s) are not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or any judge, except as specified in this Contract. **THE DEFENDANT IS YOUR CLIENT – NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES**

TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

6. Standard of Performance.

- (a) Attorney(s) will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- (b) Attorney(s) shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.
- (c) Attorney(s) shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.
- (d) Attorney(s) shall not assign, subcontract or delegate any part of the services to be provided by the Attorney(s) under this Contract.
- (e) Attorney(s) must submit a monthly progress report to be approved by the Marion County Judge prior to any payment being made under this Contract, in accordance with art. 26.05 of the Texas Code of Criminal Procedure. The report must include the number of cases disposed of in the previous month and the types of cases (adult felony, adult misdemeanor, and juvenile) as well as the number of cases currently open and assigned by the courts. The County Judge may require other information, which is necessary and relevant, and may confer with the presiding judge on any case.
- (f) Attorney must report by October 15 each year, an annual percentage of attorney's practice time that was dedicated to work based on appointments accepted in the county for the preceding year from October 1st through September 20th.
- (g) Attorney(s) must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the County Judge of any change in the status of the Attorney's licensure. The Attorney(s) must provide the County with proof of licensure in good standing upon request.
- (h) Attorney(s) agrees to indemnify and hold harmless Marion County from any and all claims rising from the delivery of professional services under this contract.
- (i) Attorney(s) must report to the County Judge the number of continuing legal education hours completed.

- (j) Attorney(s) shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week.
 - (k) Attorney(s) must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
 - (l) Attorney(s) shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney(s) will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
 - (m) Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract
 - (n) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
 - (o) Trial and appearance dockets will be set after consultation with attorney(s). Attorney(s) are required to attend all appearance and trial dockets unless approval is sought from the Court at least fourteen (14) days prior to the docket. Failure to attend any docket absent Court approval will result in a financial sanction of \$1,000.00 and will be considered a material breach of this contract.
 - (p) Contract attorney(s), upon resignation from their contract position, are expected to continue representation of appointed clients as of the date of resignation. In the event that attorney no longer wishes to represent such appointed client, the attorney must reimburse the County \$250.00 per client to defray the cost of new appointed counsel.
7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
8. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Marion County. If a reason for termination is found to exist by any of the judges or the program director, written notice will be given to Attorney, and a private meeting will be held with the Attorney and judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of Attorney's contract.
- (a) County may terminate this agreement if Attorney(s) closes his active office.

- (b) County may terminate this agreement if Attorney(s) fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
 - (c) Attorney(s) may terminate this agreement if County fails to make timely payments hereunder.
 - (d) Attorney(s) may terminate this agreement if, for reasons beyond the control of Attorney(s), Attorney is unable to perform the duties required hereunder.
 - (e) This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
9. Administration. The District Judges and the Marion County Judge will provide oversight and monitoring to assure that Attorney(s) performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Marion County Judge, or the District Judges on the part of any person.
10. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Marion County.
11. Additional Terms and Conditions.
- (a) The cases to be handled under this Agreement shall be non-capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.
 - (b) Attorney(s) will be responsible for three different categories of cases in County and District Court, which include appeals:
 - Level One. Felonies
 - Level Two. Misdemeanors
 - Level Three. Juveniles
 - (c) A determination that Attorney(s) has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above.

(d) Falsification of any report, invoice, billing documentation or other submission by the Attorney(s) will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney(s) to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

(e) Attorney(s) will be provided with on-line access to West Law.

ATTORNEY:

COUNTY:

Printed Name

COUNTY JUDGE
Marion County
102 W Austin, Room 205
Jefferson, TX 75657
903-665-3261 phone
903-665-8732 fax

Address

Phone

Fax

Date: _____

Date: _____