

## CCL#1 CONTRACT FOR LEGAL SERVICES TO INDIGENT CRIMINAL DEFENDANTS

This Contract is made by and between **GREGG COUNTY, TEXAS** (“County”), a political subdivision of the State of Texas, and \_\_\_\_\_, State Bar No. \_\_\_\_\_ (“Attorney”) on the \_\_\_\_\_ day of \_\_\_\_\_. The purpose of this agreement is to provide competent legal representation to indigent individuals charged with misdemeanor criminal offenses in the county courts of Gregg County. Attorney has agreed to provide all services requested, except for those hereinafter specifically excluded.

### Definitions:

- **Appointing Authority** shall mean the Gregg County Board of Judges, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedures.
- **Contracting Authority** shall mean Gregg County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
- **BOJ** shall mean the Gregg County Board of Judges consisting of the District Court Judges and the County Court At Law Judges.
- **Attorney** shall mean **Bob Cole** (attorney’s name)

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The term of this Contract shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ unless sooner terminated as set forth herein. Renewals shall be for twelve (12) months, beginning on each October 1 and ending on September 30 of each subsequent year.
2. **Renewal.** Subject to the approval of the BOJ, the Contract may be renewed for three (3) one -year terms. Attorney shall give the BOJ sixty (60) days’ notice if not seeking a contract renewal.
3. **Compensation.** Attorney will receive the sum of **\$5,416.67** per month, for a total of **\$65,000** annually, for the term of the contract (unless the Contract is terminated sooner).
4. **Case Load.** Attorney may be appointed a maximum of 425 cases per contract year (not defendants). If the total volume of cases the Attorney is appointed to resolve reaches 425 cases a year, the attorney is responsible for notifying the court so appointments will no longer be made to that attorney. For the remainder of the contract period appointments will be distributed to other contract attorneys until their appointments reach the maximum. If all contract attorneys reach the maximum caseload, at the discretion of the BOJ, additional cases may be assigned by the court.

5. Expense Reimbursement. Following a motion approved by CCL#1, attorney may receive reimbursement for reasonable and necessary expenses, including expenses for investigation, consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Gregg County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Gregg 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 CCL#1 Judge for approval along with the order to approve the reimbursement.
  
6. Independent Contractor. Attorney is 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 ATTORNEY'S CLIENT – NOT THE COUNTY. ATTORNEY MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES OF THE ATTORNEY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.**
  
7. Standard of Performance.
  - a) Attorney will provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> Session of the Texas Legislature in 2001 and all updates as it amends the Texas Code of Criminal Procedures.
  
  - b) Attorney 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. In addition, Attorney shall be very familiar with the Texas Penal Code, the Texas Rules of Evidence, Texas case law and the local rules of practice for the criminal courts of Gregg County, Texas.
  
  - c) Attorney 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 shall not assign or subcontract any services required to be provided under this Contract.
  
  - e) Attorney must submit a monthly progress statement to be approved by the CCL#1 Judge **prior** to any payment being made under this Contract, in accordance with art. 26.05 of the Texas Code of Criminal Procedure. The statement must identify the number of cases disposed of in the previous month and the types of cases (misdemeanor) as well as the number of cases currently open and assigned to the

Attorney by the Court. The Judge may require other information considered necessary and relevant. Attached to this contract is a sample monthly progress statement. Once approved the statement will be forwarded to the Auditor's Office for payment.

- f) Attorney must maintain the minimum qualifications to practice law in the State of Texas, and must immediately inform the CCL#1 Judge of any change in the status of the Attorney's licensure. Additionally, qualifications shall equal or exceed the qualifications provided in the indigent defense procedures adopted pursuant to Article 26.04, CCP. The Attorney must provide the County with proof of licensure in good standing upon request.
- g) **INDEMNITY: ATTORNEY AGREES TO INDEMNIFY AND HOLD HARMLESS GREGG COUNTY FROM ANY AND ALL CLAIMS, INCLUDING ATTORNEY FEES, ARISING FROM THE DELIVERY OF PROFESSIONAL SERVICES OR THE FAILURE TO DELIVER SAME UNDER THIS CONTRACT BY THE ATTORNEY.**
- h) Attorney must report to the CCL#1 Judge the number of continuing legal education hours completed annually.
- i) Attorney shall maintain a principal office in Gregg County, Texas as of the effective date of their application and shall maintain the ability to receive correspondence either through e-mail or telephone with messaging twenty-four hours a day, seven days a week. A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address.
- j) Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned. Attorney must consistently demonstrate commitment to providing effective assistance of counsel and quality representation to criminal defendants;
- k) Attorney must consistently demonstrate professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the Court and opposing counsel;
- l) Attorney must make every reasonable effort to contact any court-appointed client not later than the end of the first working day after the date on which the attorney is notified of the appointment and to interview the defendant as soon as practicable.
- m) Attorney must be of sound mind, as well as good moral and ethical character;
- n) Attorney 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.

- o) Attorney is prohibited from being retained or otherwise accepting any payments from a client or third party for legal services provided in a case assigned under this Contract.
  - p) Attorney shall maintain a current listing in the Longview, Texas telephone book and/or directory assistance;
  - q) Attorney shall maintain support staff, answering service or daily monitored answering machine or voice mail service at his or her principal Gregg County office;
  - r) Attorney shall maintain a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis, and;
  - s) 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.
8. Conflict. In the event of a conflict of interest between Attorney and any defendant assigned to Attorney under this Contract, Attorney shall present evidence to the Court in which the case is pending, and if ordered by the Judge presiding, shall be allowed to withdraw from representation in that case. In the event of withdrawal it shall not affect the other terms of this Contract.
9. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the Board of Judges serving Gregg County. If a judge believes grounds for termination of the contract exist, Attorney shall be given written notice to attend a meeting of the BOJs where the grounds shall be presented. Thereafter the judges may take any action deemed appropriate; provided, however, said Attorney's Contract shall not be terminated except upon a vote of the majority of judges.
- (a) County may terminate this Contract if Attorney closes his/her active office for the practice of law in Gregg County.
  - (b) County may terminate this Contract if Attorney fails to perform the duties required by this Contract.
  - (c) Attorney may terminate this Contract if County fails to make timely payments hereunder.
  - (d) Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
  - (e) This Contract may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot or otherwise unenforceable.

**10. Effect of Termination Upon the Attorney-Client Relationship.** The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event the Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.

**11. Administration.** The Gregg County Board of Judges will provide oversight and monitoring to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Gregg County Judge, County Court At Law Judges or the District Judges on the part of any person.

**12. Disputes.** Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Gregg County. This Contract was executed in Gregg County, Texas and is performable in Gregg County, Texas.

**13. Additional Terms and Conditions.**

- a) Attorney assigned Misdemeanor cases under this Contract, will not be responsible for appeals taken from any assigned cases.
- b) Those attorneys awarded a contract are restricted from placement on any other criminal wheel in Gregg County courts and any other County's criminal wheel with the following exceptions - Due to the shortage of bilingual attorneys in Gregg County, the contracted bilingual attorney shall be permitted to seek additional appointments on Gregg County or other County "Specialty" Wheels.
- c) Contracted attorneys may seek appointments in Family Court or any other Gregg County noncriminal appointment list, except Juvenile appointments.
- d) A determination that Attorney has given false information in the materials submitted to the County in response to the Notice of Application will be grounds for immediate cancellation of this Contract under the procedures set forth above.
- e) Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Contract under the procedures set forth above.

ATTORNEY:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax/email

Date: \_\_\_\_\_

COUNTY:

\_\_\_\_\_

COUNTY JUDGE  
Gregg County  
101 E. Methvin, Ste 200  
Longview, TX  
903-237-8420

Date: \_\_\_\_\_