

SCOTT R. PEAL
First Assistant District Attorney

ERIC D. HILLMAN
Assistant District Attorney

JIM HOLDER
Investigator



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LARRY W. FIELDS
Criminal District Attorney

June 2, 2026

Judge Rodger McLane
110 S. Sycamore, Room 216
Carthage, Texas 75633

Via Hand Delivery

Attached is a Memorandum Of Understanding (Contract) between the Panola County Criminal District Attorney and the Colley and Colley Law Firm for contract legal services, as outlined in the memorandum.

Ms. Bunn has been providing these services for various counties around East Texas. She has been providing these services to Panola County since 2017.

Ms. Bunn has decided to close her private practice of law and is no longer providing these services.

The Colley and Colley Law Firm has agreed to provide these services to Panola County under the same terms as Ms. Bunn.

This is not a request for new funding. These funds are already budgeted.

Please place this on the next Commissioner Court agenda for approval.

Very truly,

A handwritten signature in blue ink, appearing to read "Larry W. Fields", is written over a horizontal line.

Larry W. Fields

cc: Jennifer Stacy, Auditor

MEMORANDUM OF UNDERSTANDING

This writing memorializes the agreement between the Criminal District Attorney of Panola County, Texas (hereinafter "DA's Office") and David Colley and Nicole Colley of Colley & Colley Law Firm (hereinafter "the Firm") as it relates to services to be provided by the Firm to the DA's Office in particulars as follows:

WHEREAS, from time to time it is incumbent upon the DA's Office to pursue and/or respond to actions in the Texas courts of appeals, the Texas Court of Criminal Appeals and, potentially, the Supreme Court of Texas.

WHEREAS, given the caseload, court schedule and deadlines of the DA's Office, it may be necessary to procure the services of outside counsel to attend to appellate matters and other research-based requirements.

WHEREAS, the members of the Firm have extensive appellate practice experience and are available to assist the DA's Office in any appellate and research-based needs.

WHEREAS, the DA's Office and the Firm have agreed that the Firm will provide appellate and research services as required and as requested by the DA's Office.

THEREFORE, the DA's Office and the Firm enter into the following agreements related to the rendering of services described herein:

1. On behalf of the DA's Office, the Firm will perform all requested appellate work, including but not limited to, brief writing and filing, oral argument, writ responses, drafting trial court documents related to appeals and writs such as notices of appeals and findings of facts and conclusions of law, and research and briefing of issues as requested by the DA's Office.

2. For these services, the Firm will be compensated at a rate of \$200.00 per hour. The Firm will submit periodic invoices which detail services performed and time spent. Those invoices will be submitted to Larry Fields, District Attorney, to the email address below, for review, approval and processing as required by the Panola County Commissioner's Court, the Treasurer and the county Auditor. The compensation rate considers the inclusion of standard office operating expenses of the Firm, and the Firm will not seek any additional compensation for standard office operating expenses. However, the DA's Office and the Firm recognize that on rare occasions extraordinary circumstances could arise that would warrant reimbursement for certain expenses. Should such circumstances arise, the DA's Office and the Firm will consult and agree ahead of time to the parameters of such expense reimbursement.

3. This agreement creates no obligation on either party for continued services or employment. It creates no employer/employee relationship. The Firm operates as an independent contractor. Either party may terminate this agreement by notice to the email address listed below. Upon such notice from the DA's office to the Firm, unless otherwise instructed, the Firm will complete any pending assignments and submit a final bill to the DA's Office. Upon termination of this agreement, should the Firm have in its possession any hard copies of documents belonging to the DA's Office, such will be promptly returned.

4. This agreement shall be governed by the laws of the State of Texas. Venue for any litigation related to this agreement shall be in Panola County, Texas. This includes the complete agreement of the parties.

APPROVED AND AGREED TO BY:

Panola County District Attorney
Panola County Courthouse
108 S. Sycamore, Room 301
Carthage, TX 75633
P: 903-693-0310
F: 903-693-0368

Colley & Colley Law Firm
PO Box 2013
Mt. Pleasant, TX 75456
P: 903-573-0077
F: 903-573-7753

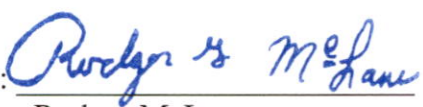
By: 

Larry Fields, District Attorney
larry.fields@co.panola.tx.us

By: 

David Colley
colley.colleylawfirm@gmail.com

WHEREFORE, this agreement having been approved and accepted by the Commissioner's Court of Panola County, Texas, the undersigned who is the properly authorized official of Panola County, hereby signs as authorized official of Panola County, Texas.

By: 

Hon. Rodger McLane
Panola County, Judge

Date: June 16, 2026