

Contract No. 2020C09309

STATE OF TEXAS

COUNTY OF CAMERON

CONTRACT FOR LEGAL SERVICES

This is an agreement by and between CAMERON COUNTY (hereinafter called COUNTY), a political subdivision of the State of Texas and ERIN E. GAMEZ (hereinafter called GAMEZ), a licensed attorney in the State of Texas.

In consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE OF REPRESENTATION

COUNTY hereby retains and ERIN E. GAMEZ as an independent contractor to provide legal representation to the defendants in the Cameron County Mental Health Divert Court. ERIN E. GAMEZ agrees to do the following: (1) to meet with individual participants slated for admission into the alcohol/drug program to discuss the requirements in the program; (2) to participate in staff meetings; (3) to appear in Court during sessions; (4) to review all legal documents with participants prior to any Court sessions; and (5) to review treatment and supervision reports of participants.

ATTORNEY'S FEES

In consideration of services rendered and to be rendered by ERIN E. GAMEZ, COUNTY hereby agrees to pay ERIN E. GAMEZ a monthly sum of One Thousand Eight Hundred Thirty Three Dollars and thirty three Cents (\$1,833.33). ERIN E. GAMEZ will submit an itemized fee voucher on a monthly basis to the coordinator of Mental Health Divert Court for approval and submission to the financial officer for approval and payments. It is specifically understood and agreed that COUNTY will not withhold any monies for purposes of taxes. All taxes due shall be paid by ERIN E. GAMEZ as a self-employed person.

TERM

This agreement shall begin on October 1, 2020, and end on September 30, 2021. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party of his intention to terminate the agreement.

STANDARD OF REPRESENTATION

ERIN E. GAMEZ agrees to provide competent, zealous legal services to each client in a professional, skilled manner consistent with all applicable Constitutions and Laws, Codes, and the Texas Disciplinary Rules of Professional Conduct.

INVESTIGATORS AND EXPERTS

Counsel appointed in a noncapital case shall be reimbursed for reasonable and necessary expenses, including expenses for investigation, and for mental health and other experts. Expenses incurred with and without prior court approval shall be reimburse, according to the procedures set forth below:

PROCEDURES WITH PRIOR COURT APPROVAL

Appointed counsel may file with the trial court a pretrial ex parte confidential request for advance payment of investigative and expert expenses to investigate potential defenses. The request for expenses must state, as applicable:

- 1) The type of investigation to be conducted;
- 2) Specific facts that suggest the investigation will result in admissible evidence; and
- 3) An itemized list of anticipated expenses for each investigation.

The court may grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the court denies in whole or in part the request for expenses, the court shall:

- A) State the reasons for the denial in writing;
- B) Attach the denial to the confidential request; and
- C) Submit the request and denial as a sealed exhibit to the record.

PROCEDURES WITHOUT PRIOR COURT APPROVAL

Appointed counsel may incur investigative or expert expenses without prior approval of the court. On presentation of a claim for reimbursement, the court may order reimbursement of counsel for the expenses, if the expenses are reasonably necessary and reasonably incurred. Unreasonable or unnecessary expenses will not be approved.

NOTICE

All notices to COUNTY shall be sent by certified or registered mail, addressed to: Cameron County Judge, Cameron County Judge, Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas 78520, or at such other address as the COUNTY may otherwise designate. All notices to ERIN E. GAMEZ shall be sent certified or registered mail, addressed to: Erin E. Gamez, 777 E. Harrison Street, Brownsville, Texas 78520.

LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes prior understanding or written or oral agreement between the parties; respecting the within subject matter.

CONFLICT OF INTEREST

ERIN E. GAMEZ will notify the office of the Presiding Judge as soon as ERIN E. GAMEZ is aware of ethical conflicts between indigent defendants. ERIN E. GAMEZ 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.

Attested By:

Sylvia Garza-Perez, County Clerk


Sylvia Garza-Perez



MISCELLANEOUS PROVISIONS

- (1) ERIN E. GAMEZ agrees to be prompt and ready to proceed at all scheduled appearances.
- (2) In the event that ERIN E. GAMEZ is unable to appear due to illness, vacation, or court conflicts, ERIN E. GAMEZ agrees to arrange that ERNESTO GAMEZ JR. appear on his behalf. ERIN E. GAMEZ to compensate said substitute at a reasonable rate mutually agreed upon by them.
- (3) ERIN E. GAMEZ and any court-approved substitute that may appear on ERIN E. GAMEZ'S behalf must speak the Spanish language sufficiently enough to converse with the non-English speaking defendants.
- (4) This agreement may be modified at any time by mutual consent of the parties.
- (5) It is specifically understood and agreed that ERIN E. GAMEZ will continue as attorney of record on all cases still pending after the expiration of this agreement, unless a motion for substitution is filed and granted by Presiding Judge of Mental Health Divert Court.
- (6) ERIN E. GAMEZ'S caseload under this contract shall not exceed 125 felony cases per year.
- (7) ERIN E. GAMEZ'S caseload under this contract shall not exceed 225 misdemeanor cases per year.


EXECUTED on this 9TH day of SEPTEMBER, 2020 at Brownsville, Cameron County, Texas.



Hon. Eddie Trevino Jr.
Cameron County Judge



Hon. Erin E. Gamez



Hon. Sheila Garcia Bence
Judge of Mental Health Divert Court

Signed: 9/10/2020 05:19 PM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-666335

Date Filed:
09/10/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Law Offices of Ernesto Gamez, Jr.
Brownsville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Cameron County Mental Health Divert Court

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020C09309
Court Appointed Defense Attorney

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



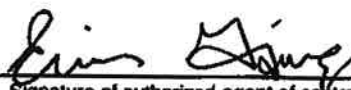
6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County, State of Texas, on the 10th day of September, 2020.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Erin Elizabeth Gamez, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Law Offices of Ernesto Gamez, Jr., P.C.

Company Name

Erin Gamez

Signature of Authorized Official

Attorney at Law

Title of Authorized Official

September 10, 2020

Date

ALL INVOICING IN DUPLICATE TO THIS ADDRESS ONLY

CAMERON COUNTY AUDITOR'S OFFICE

1100 E. MONROE ST., STE. 345
BROWNSVILLE, TX 78520-7123



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GAMEZ, ERIN E
777 E HARRISON ST
BROWNSVILLE, TX 78520

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JUDICIAL BUILDING
974 E HARRISON
BROWNSVILLE, TX 78520

PURCHASE ORDER NO:	P304184
VENDOR NO:	0000183128
P.O. DATE:	10/02/2020
REQUIRED BY:	AOT

IMPORTANT

1. Show purchase order number on all invoices, packages, bills of lading, packing lists, and correspondence.
2. Each order should be covered by a separate invoice.
3. The conditions of this order are not to be modified except in writing.
4. All prices are delivered to destination. No freight collect or C.O.D. accepted.

ITEM NO.		DESCRIPTION OF ITEMS ORDERED	QUANTITY	UNIT	UNIT PRICE	TOTAL
0001		CONTRACT TO PAY ATTORNEY ERIN E. GAMEZ TO REPRESENT CAMERON COUNTY MENTAL HEALTH PARTICIPANTS. FUNDS WILL BE USED TO PAY ATTORNEY 100%	12.00	MO	1,833.33	21,999.96
	Contract NO. 2020C09309		TOTAL ORDER			21,999.96

PRICE INCREASE IS NOT AUTHORIZED WITHOUT PRIOR APPROVAL

Seller warrants that all materials and/or services deemed hereunder shall be of merchantisable quality free from defects in material and workmanship, shall conform strictly to all specifications, designs and descriptions, if any, and shall be fit for their ordinary intended purposes, as well as any particular purposes specified herein.

Seller shall indemnify and save harmless the Cameron County from any and all liability, expenses, including reasonable attorney's fees, costs, damages and/or losses of any kind arising out of any negligent act or omission by Seller in performance of this contract.

20 10 6044 100 4351 9999 \$21,999.9
6

PURCHASING AGENT
Michael Forbes

Cameron County Purchasing
1100 E. MONROE
BROWNSVILLE, TX 78520-7123
Phone: (956) 544-0871

Cameron County is exempted from the payment of Sales,
Excise or Use Taxes, Texas sales and use Tax No. 1-74-6000420.

Krystal Mallen

R313767

10/01/2020

202008289

Cameron County Commissioners' Court Agenda Request Form

2-J

Date: 09/29/20 Meeting Date Request: 09/29/20
 Deadline for Action: 09/29/20 Contact Person: Blanca Castaneda
 Department: Cameron County Divert Court Phone: 956-547-7081 Fax: 956-547-7082
 Department Head Name: Arturo C. Nelson Signature: Blanca Castaneda

Caption:

Consideration and approval of Contract for Attorney Ruben Herrera to provide services to Cameron County Divert Court Participants.

Background: (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation).

**PLEASE FILL IN ALL BLANKS WITH REQUIRED INITIALS AND FISCAL DATA INFORMATION
OR PLACE N/A IF IS NOT APPLICABLE:**

County Judge N/A Auditor [Signature] Budget [Signature] Legal [Signature] Human Resources N/A Purchasing N/A
 1295 Form

Fiscal Data:

Dept. Name: Cameron Cty Divert Fund No. 100-4351-6044
 Funds Available: Yes ☒ No ☐

Funds From:

Department: Yes ☒ No ☐ Amt. Expended : \$ 26,400.00
 General: Yes ☐ No ☒ Impact on future budget: Yes ☐ No ☐
 Grant: Yes ☐ No ☒

Comments:

Action taken by Commissioners' Court

Approved ☐ Tabled ☐ Denied ☐ Motion made by ☐ Seconded ☐

RECEIVED

SEP 2 2020

Joel [Signature]
CAMERON COUNTY JUDGE

Contract No. 2020C08289

STATE OF TEXAS

COUNTY OF CAMERON

CONTRACT FOR LEGAL SERVICES

The County of Cameron (hereinafter called COUNTY), a political subdivision of the State of Texas, and Ruben Herrera (hereinafter called ATTORNEY), a licensed attorney in the STATE OF TEXAS are the parties to this agreement. The appointing authority consists of a majority of the district judges (hereinafter called DISTRICT JUDGE) approving ATTORNEY to represent Indigent criminal defendants in COUNTY. DISTRICT JUDGE recommends that the contracting authority approve the recommended contractor and enter into a contract for services.

This agreement establishes conditions under which ATTORNEY will provide legal representation for indigent criminal defendants in COUNTY.

PURPOSE OF REPRESENTATION

COUNTY hereby retains and employs ATTORNEY as an independent contractor to provide legal representation to the defendants in the Cameron County Divert Court. ATTORNEY agrees to do the following: (1) to meet with individual participants slated for admission into the alcohol/drug program to discuss the requirements in the program; (2) to participate in staff meetings; (3) to appear in Court during sessions; (4) to review all legal documents with participants prior to any Court sessions; and (5) to review treatment and supervision reports of participants.

ATTORNEY'S FEES

In consideration of services rendered and to be rendered by ATTORNEY, COUNTY hereby agrees to pay ATTORNEY a monthly sum of Two Thousand Two Hundred Dollars and no Cents (\$2,200.00). ATTORNEY will submit an itemized fee voucher on a monthly basis to the administrator of the Divert Court for approval and submission to the financial officer for approval and payments. It is specifically

understood and agreed that COUNTY will not withhold any monies for purposes of taxes. All taxes due shall be paid by ATTORNEY as a self-employed person.

TERM

This agreement shall begin on September 1, 2020, and end on August 31, 2021. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party of his intention to terminate the agreement.

STANDARD OF REPRESENTATION

ATTORNEY agrees to provide competent, zealous legal services to each client in a professional, skilled manner consistent with all applicable Constitutions and Laws, Codes, and the Texas Disciplinary Rules of Professional Conduct.

INVESTIGATORS AND EXPERTS

Counsel appointed in a noncapital case shall be reimbursed for reasonable and necessary expenses, including expenses for investigation, and for mental health and other experts. Expenses incurred with and without prior court approval shall be reimburse, according to the procedures set forth below:

PROCEDURES WITH PRIOR COURT APPROVAL

Appointed counsel may file with the trial court a pretrial ex parte confidential request for advance payment of investigative and expert expenses to investigate potential defenses. The request for expenses must state, as applicable:

- 1) The type of investigation to be conducted;
- 2) Specific facts that suggest the investigation will result in admissible evidence; and
- 3) An itemized list of anticipated expenses for each investigation.

The court may grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the court denies in whole or in part the request for expenses, the court shall:

- A) State the reasons for the denial in writing;
- B) Attach the denial to the confidential request; and
- C) Submit the request and denial as a sealed exhibit to the record.

PROCEDURES WITHOUT PRIOR COURT APPROVAL

Appointed counsel may incur investigative or expert expenses without prior approval of the court. On presentation of a claim for reimbursement, the court may order reimbursement of counsel for the expenses, if the expenses are reasonably necessary and reasonably incurred. Unreasonable or unnecessary expenses will not be approved.

NOTICE

All notices to COUNTY shall be sent by certified or registered mail, addressed to: Cameron County Judge, Cameron County Judge, Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas 78520, or at such other address as the COUNTY may otherwise designate. All notices to ATTORNEY shall be sent certified or registered mail, addressed to: Ruben Herrera, 32 W Elizabeth St, Brownsville, Texas 78520.

LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes prior understanding or written or oral agreement between the parties; respecting the within subject matter.

CONFLICT OF INTEREST

ATTORNEY will notify the office of DISTRICT JUDGE as soon as ATTORNEY is aware of ethical conflicts between indigent defendants. ATTORNEY shall present evidence to

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.

MISCELLANEOUS PROVISIONS

- (1) ATTORNEY agrees to be prompt and ready to proceed at all scheduled appearances.
- (2) In the event that ATTORNEY is unable to appear due to illness, vacation, or court conflicts, ATTORNEY agrees to arrange that Edna Dinsdale or Fabian Limas appear on his behalf. ATTORNEY also agrees to compensate said substitute at a reasonable rate mutually agreed upon by them.
- (3) ATTORNEY and any court-approved substitute that may appear on ATTORNEYS'S behalf must speak the Spanish language sufficiently enough to converse with the non-English speaking defendants.
- (4) This agreement may be modified at any time by mutual consent of the parties.
- (5) It is specifically understood and agreed that ATTORNEY will continue as attorney of record on all cases still pending after the expiration of this agreement, unless a motion for substitution is filed and granted by Presiding Judge of Divert Drug Court.
- (6) ATTORNEY'S caseload under this contract shall not exceed 125 felony cases per year.
- (7) ATTORNEY'S caseload under this contract shall not exceed 225 misdemeanor cases per year.

EXECUTED on this 29th day of September, 2020, at Brownsville, Cameron County, Texas.



Hon. Eddie Trevino Jr., County Judge



Hon. Ruben Herrera
SBN: 24032413



Hon.



Attested By: 
Sylvia Garza-Perez, County Clerk



HOUSE BILL 89 VERIFICATION (REVISED)

I, Ruben Herrera,

the undersigned representative of Cameron County Divert Court

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: [Signature]

Date: 9/01/20

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

- ☐ between a governmental entity and a company with less than 10 full-time employees
- ☐ has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity

THIS FORM MUST BE RETURNED WITH YOUR BID

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-662824

Date Filed:
08/31/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ruben Herrera
Brownsville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Cameron County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020C08289

Legal Services for Cameron County Divert Court Participants

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Ruben Herrera, and my date of birth is Sept 15, 1960

My address is 205 Sagua La Grande Brownsville, Tx 78521 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County, State of Texas, on the 14 day of Sept, 2020.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ruben Herrera
Brownsville, TX United States

Certificate Number:
2020-662824

Date Filed:
08/31/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Cameron County

Date Acknowledged:
09/14/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020C08289
Legal Services for Cameron County Divert Court Participants

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF CAMERON

CONTRACT FOR LEGAL SERVICES

The County of Cameron (hereinafter called COUNTY), a political subdivision of the State of Texas, and Fred A. Kowalski (hereinafter called ATTORNEY), a licensed attorney in the STATE OF TEXAS are the parties to this agreement. The appointing authority consists of a majority of the district judges (hereinafter called DISTRICT JUDGE) approving ATTORNEY to represent Indigent criminal defendants in COUNTY. DISTRICT JUDGE recommends that the contracting authority approve the recommended contractor and enter into a contract for services.

This agreement establishes conditions under which ATTORNEY will provide legal representation for indigent criminal defendants in COUNTY.

PURPOSE OF REPRESENTATION

COUNTY hereby retains and employs ATTORNEY as an independent contractor to provide legal representation to the defendants in the Cameron County Veterans Court. ATTORNEY agrees to do the following: (1) to meet with individual participants slated for admission into the alcohol/drug program to discuss the requirements in the program; (2) to participate in staff meetings; (3) to appear in Court during sessions; (4) to review all legal documents with participants prior to any Court sessions; and (5) to review treatment and supervision reports of participants.

ATTORNEY'S FEES

In consideration of services rendered and to be rendered by ATTORNEY, COUNTY hereby agrees to pay ATTORNEY a monthly sum of One Thousand Nine Hundred Dollars and no Cents (\$1,900.00). ATTORNEY will submit an itemized fee voucher on a monthly basis to the administrator of the Veterans Court for approval and submission to the financial officer for approval and payments. It is specifically understood and agreed that COUNTY will not withhold any monies for purposes of taxes. All taxes due shall be paid by ATTORNEY as a self-employed person.

TERM

This agreement shall begin on October 1, 2018, and end on September 31, 2019. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party of his intention to terminate the agreement.

STANDARD OF REPRESENTATION

ATTORNEY agrees to provide competent, zealous legal services to each client in a professional, skilled manner consistent with all applicable Constitutions and Laws, Codes, and the Texas Disciplinary Rules of Professional Conduct.

INVESTIGATORS AND EXPERTS

Counsel appointed in a noncapital case shall be reimbursed for reasonable and necessary expenses, including expenses for investigation, and for mental health and other experts. Expenses incurred with and without prior court approval shall be reimburse, according to the procedures set forth below:

PROCEDURES WITH PRIOR COURT APPROVAL

Appointed counsel may file with the trial court a pretrial ex parte confidential request for advance payment of investigative and expert expenses to investigate potential defenses. The request for expenses must state, as applicable:

- 1) The type of investigation to be conducted;
- 2) Specific facts that suggest the investigation will result in admissible evidence; and
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The court may grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the court denies in whole or in part the request for expenses, the court shall:

- A) State the reasons for the denial in writing;
- B) Attach the denial to the confidential request; and
- C) Submit the request and denial as a sealed exhibit to the record.

Procedures without Prior Court Approval

Appointed counsel may incur investigative or expert expenses without prior approval of the court. On presentation of a claim for reimbursement, the court may order reimbursement of counsel for the expenses, if the expenses are reasonably necessary and reasonably incurred. Unreasonable or unnecessary expenses will not be approved.

NOTICE

All notices to COUNTY shall be sent by certifies or registered mail, addressed to: Cameron County Judge, Cameron County Judge, Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas 78520, or at such other address as the COUNTY may otherwise designate. All notices to ATTORNEY shall be sent certified or registered mail, addressed to: Fred Kowalksi, 902 E. Madison St. , Brownsville, Texas 78520.

LAW AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes prior understanding or written or oral agreement between the parties; respecting the within subject matter.


CONFLICT OF INTEREST

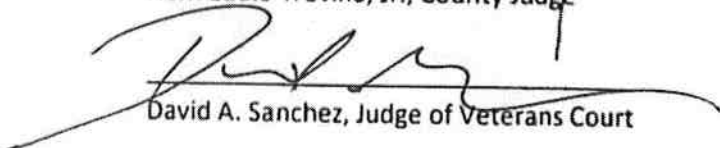
ATTORNEY will notify the office of DISTRICT JUDGE as soon as ATTORNEY is aware of ethical conflicts between indigent defendants. ATTORNEY shall present evidence to the court in which the case is pending and if ordered by the judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

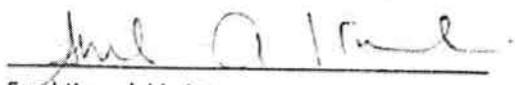
MISCELLANEOUS PROVISIONS

- (1) ATTORNEY agrees to be prompt and ready to proceed at all scheduled appearances.
- (2) In the event that ATTORNEY is unable to appear due to illness, vacation, or court conflicts, ATTORNEY agrees to arrange that Juan Flores appear on his behalf. ATTORNEY also agrees to compensate said substitute at a reasonable rate mutually agreed upon them.
- (3) ATTORNEY and any court-approved substitute that may appear on ATTORNEYS behalf must speak the Spanish language sufficiently enough to converse with the non-English speaking defendants.
- (4) This agreement may be modified at any time by mutual consent of the parties.
- (5) It is specifically understood and agreed that ATTORNEY will continue as attorney of record on all case pending after the expiration of this agreement, unless a motion for substitution is filed and granted by Presiding Judge of Veterans Court.
- (6) ATTORNEY'S caseload under this contract shall not exceed 125 felony cases per year.
- (7) ATTORNEY'S caseload under this contract shall not exceed 225 misdemeanor cases per year.

EXECUTED on this 27 day of October, 2020, at Brownsville, Cameron County, Texas.


Hon. Eddie Trevino, Jr., County Judge


David A. Sanchez, Judge of Veterans Court


Fred Kowalski, Attorney

Attested by: 
Sylvia Garza-Perez, County Clerk



1 of 1

Version V1.1.3a6aaf7d



HOUSE BILL 89 VERIFICATION (REVISED)

1. Fred Anthony Kowalski
[Person Name]

the undersigned representative of Law office of Fred A. Kowalski
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: [Signature]

Date: 10/19/20

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 - exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

- ☐ between a governmental entity and a company with less than 10 full-time employees
- ☐ has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity

THIS FORM MUST BE RETURNED WITH YOUR BID