

1. ** Approval of Professional Services Contracts between Tarrant County and Brandon W. Barnett, and Leon Reed Jr. for the Provision of Legal Services to Veterans Treatment Court Program Participants



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 11

DATE: 12/19/2023

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES CONTRACTS
BETWEEN TARRANT COUNTY AND BRANDON W. BARNETT,
AND LEON REED JR. FOR THE PROVISION OF LEGAL
SERVICES TO VETERANS TREATMENT COURT PROGRAM
PARTICIPANTS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve Professional Services Contracts between Tarrant County, and Brandon W. Barnett and Leon Reed Jr. for the provision of legal services to Veterans Treatment Court Program participants.

BACKGROUND

The Tarrant County Veterans Court Program was established on January 1, 2010 and designed to keep justice-involved veterans out of the criminal justice system. This program, much like the other diversion programs, is a court-supervised program that targets adult male and female defendants who have been honorably discharged from the United States military. Eligible participants with underlying psychological and substance abuse disorders are offered a continuum of treatment and rehabilitative programs in lieu of prosecution.

Through these professional services contracts, Tarrant County Veterans Treatment Court Program participants will receive legal representation as specified by the contract. The total combined amount to be expended for these services during the term of October 1, 2023 through September 30, 2024 shall not exceed \$12,500.00.

The Criminal District Attorney's Office has reviewed these contracts as to form. This contract has been reviewed by the Auditor's Office and the Budget Office.

FISCAL IMPACT

All associated costs will be paid from funds allocated in 569011/T3400-2024/4192500000.

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|---------------|-----------------|------------------------------|-----------------------|
| SUBMITTED BY: | Criminal Courts | PREPARED BY: APPROVED BY: | Cheryl Bennett-Wright |
|---------------|-----------------|------------------------------|-----------------------|



STATE OF TEXAS

CONTRACT FOR SERVICES

COUNTY OF TARRANT

BACKGROUND

This contract is between Tarrant County, Texas, hereinafter referred to as "COUNTY," and Leon Reed Jr., hereinafter referred to as "PROVIDER," for the purpose of providing professional services which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Tarrant County.

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER shall provide legal services for participants of the Tarrant County Veteran's Treatment Court. These services shall include:

- Legal representation during Veteran's Treatment Court dockets to include:
- Review of plea admonishment documents upon admission into Veteran's Treatment Court; and
- Review and discuss Program Violations that could lead to sanctions; and
- Provide participants with general program advice.
- Legal representation outside of the Veteran's Treatment Court dockets to include:
- Expunctions filed for cases dismissed upon completion of the Veteran's Treatment Court; and
- Occupational Licenses; and
- Return of Seized Property.
- Access to applicable records upon thirty (30) days written notice while maintaining legally required confidentiality of medical and mental health information

2. TERM

This contract begins on October 1, 2023, and concludes on September 30, 2024.

3. COST

The COUNTY will pay no more than \$12,500.00 per attorney pursuant to this contract. During the term of this Contract, COUNTY will pay no more than \$12,500.00 for this PROVIDER and \$12,500 for Brandon Barnett. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt after the PROVIDER satisfies the following conditions:

- 3.1 PROVIDER shall bill for services performed in accord with this contract;
- 3.2 PROVIDER shall send a **monthly** invoice to Tarrant County, (300 W. Belknap, Fort Worth TX 76196.);
- 3.3 PROVIDER's invoice shall detail the services provided;

4. FINANCIAL RESPONSIBILITY

PROVIDER RESPONSIBLE FOR ITS INCURRED EXPENSES IN PERFORMING THIS CONTRACT

5. INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER. AGREES TO indemnify, save, and hold harmless the COUNTY from all costs or damages arising out of provider's negligence or out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by provider's negligence or any act, omission, neglect or misconduct of the said provider, its agents, servants, and employees.

6. AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY shall not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

7. ASSIGNMENT

Neither party may assign this contract without prior written consent of the other party.

8. THIRD PARTY BENEFICIARY EXCLUDED

This contract does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third-party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

9. MISCELLANEOUS

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties shall not amend this contract orally.

10. TERMINATION

Either party may terminate this contract without cause by:

- 10.1 Providing written notice to the other party at least thirty (30) days prior to the date of termination;
- 10.2 Providing in the written notice the date of termination; and
- 10.3 Sending the written notice by certified mail return receipt requested to the party at its address.

11. CHOICE OF LAW AND VENUE

This contract shall be governed by the laws of the State of Texas without giving effect to conflict of law provisions or principles. Venue for any litigation related to or arising from this contract shall be in the state or federal courts located in Fort Worth, Texas.

13. PARTIES' ADDRESSES

COUNTY:

Tarrant County Veteran's Court
Attn. Courtney Young
300 W. Belknap 4th Floor
Fort Worth, TX 76196

PROVIDER:

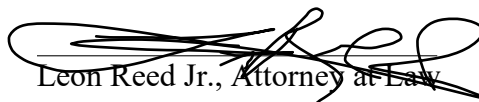
Leon Reed Jr.
5045 Wilmington
Fort Worth, TX 76107

SIGNED AND EXECUTED on this day the _____ day of _____, 2023.

**TARRANT COUNTY
STATE OF TEXAS**

PROVIDER

Tim O'Hare
County Judge


Leon Reed Jr., Attorney at Law

APPROVED AS TO FORM:


Criminal District Attorney's Office*

* By law the Criminal District Attorney's Office may approve contracts for its clients. We reviewed this contract from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$12,500.00

Auditor's Office

**Funds available for the contracts approved pursuant to this communication are \$12,500 for Leon Reed, Jr. and \$12,500 for Brandon W. Barnett. The total expenditures from account M0061-2024/569011/4250100000.

**Vendor Certification Addendum to Tarrant County Contracts
Entered Into on or After September 1, 2021
Required by New Texas State Laws**

This Addendum relates to the following contract: Leon Reed Jr. for professional services for Veterans Treatment Court from October 1, 2023 - September 30, 2024.

FISCAL FUNDING ACKNOWLEDGMENT - Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

COMPLIANCE WITH LAWS - Compliance with Laws. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a

firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

XXX Vendor is EXEMPT from Certification as set out above.

____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:



Signature of Certifying Person

Leon Reed, Jr.

Printed Name of Certifying Person

Principle Attorney

Title of Certifying Person

The Law Office of Leon Reed, Jr.

Name of Vendor Company

November 29, 2023

Date Certified



STATE OF TEXAS

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COUNTY OF TARRANT

BACKGROUND

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 - Expunctions filed for cases dismissed upon completion of the Veterans Treatment Court; and
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- 3.2. PROVIDER shall send a/an **monthly** invoice to Tarrant County, 300 W. Belknap, Fort Worth TX 76196.

3.3. PROVIDER's invoice shall detail the services provided;

4. FINANCIAL RESPONSIBILITY

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5. INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER. AGREES TO indemnify, save, and hold harmless the COUNTY from all costs or damages arising out of provider's negligence or out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by provider's negligence or any act, omission, neglect or misconduct of the said provider, its agents, servants, and employees.

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Tarrant County Veteran Court
Attn. Courtney Young
300 W. Belknap 4th Floor
Fort Worth, TX 76196

PROVIDER:


Brandon W. Barnett.
2603 S. Quail Run Court
Southlake, TX 76092

SIGNED AND EXECUTED on this day the _____ day of _____, 2023.

**TARRANT COUNTY
STATE OF TEXAS**

PROVIDER

Tim O'Hare
Attorney At Law/County Judge



Brandon W. Barnett.,

APPROVED AS TO FORM:


Criminal District Attorney's Office*

* By law the Criminal District Attorney's Office may approve contracts for its clients. We reviewed this contract from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

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CERTIFIED by:

Signature of Certifying Person

Printed Name of Certifying Person

Title of Certifying Person

Name of Vendor Company

Date Certified