

**Keith "K.O." Orsburn**  
Assistant County Attorney

[keith.orsburn@co.cooke.tx.us](mailto:keith.orsburn@co.cooke.tx.us)



**Jim Carter**  
Investigator

[jim.carter@co.cooke.tx.us](mailto:jim.carter@co.cooke.tx.us)

**Edmund J. Zielinski**  
**Cooke County Attorney**

101 S. Dixon St.  
Gainesville, Texas 76240  
Phone (940) 668-5459 Fax (940) 668-5444  
[ed.zielinski@co.cooke.tx.us](mailto:ed.zielinski@co.cooke.tx.us)

**COOKE COUNTY ATTORNEY**  
**AGREEMENT REGARDING DISCOVERY INFORMATION**

In an effort to make the discovery process proceed in the most straightforward manner possible and to prevent to usage of discovery materials to harass or intimidate witnesses or for identity theft, the Cooke County Attorney's Office ("CA") and the undersigned attorney practicing criminal law in the court of Cooke County ("defense counsel") hereby make the following agreement with regard to all criminal matters handled by defense counsel.

1. When the CA provides counsel with the offense report, witness statements, and other discovery materials from the CA's file in any matter ("discovery materials"), the CA retains all ownership rights in said discovery materials.
2. Defense counsel agrees that he/she will not disseminate said discovery materials to any other person, with the exception of those within counsel's firm or expert witnesses. In the event that co-counsel is associated with defense counsel on a particular case and co-counsel is not within defense counsel's firm, defense counsel must make co-counsel aware of the provision of the agreement and defense counsel will be responsible for the conduct of co-counsel as it relates to compliance with the agreement.
3. The discovery materials made available to defense counsel or a copy thereof **MAY NOT** be sent or otherwise provided in any matter to the defendant, the defendant's family, or any other person on the defendant's behalf. Defense counsel may show the defendant or others the discovery materials in the course of representing said defendant, but **MAY NOT** allow same to be copied.
4. Defense counsel waives the right to have the CA formally respond to the County Court at Law's standard pre-trial discovery order, if any, filed in a cause.
5. Defense counsel agrees not to file motions for discovery or omnibus pre-trial motions unless Defense counsel has made a written request for specific discovery and the State refused to provide such information.
6. In the event that defense counsel violates this agreement, the CA will cease making available to defense counsel the discovery materials in any and all cases, except as required by the order of the court pursuant to **Art. 39.14 CCP** and other applicable laws of the State of Texas and provisions of the United States Constitution. In such event, unless required by law or the order of the court, discovery will be complied with by inspection rather than by reproduction in all future cases involving defense counsel and the CA may demand the return of all previously furnished discovery materials.
7. In regard to Audio or Visual evidence possessed by the State, Defense counsel will need to provide the CA with a CD/DVD for reproduction purposes, and said reproduction will be produced by the State to the Defense upon request.

I have read and agree to the foregoing agreement, and signed same on the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Defense Counsel's Signature

\_\_\_\_\_  
Defense Counsel's Email Address

\_\_\_\_\_  
Defense Counsel's Printed Name

\_\_\_\_\_  
State Bar No.

\_\_\_\_\_  
Edmund J. Zielinski, County Attorney for the State