

THE STATE OF TEXAS                   §  
COUNTY OF TARRANT               §

**CITY OF MANSFIELD  
MUNICIPAL COURT PROSECUTOR SERVICES AGREEMENT**

This Municipal Court Prosecutor Services Agreement (“Agreement”) for Municipal Court Prosecutor Services is made and entered into by and between the City of Mansfield, Texas, a home-rule municipal corporation of the State of Texas (“City”), and Tracie Kenan Perkins (“Prosecutor”). The City and Prosecutor hereafter are each a “party” and collectively referred to as “parties”.

**WHEREAS**, the City Council of the City of Mansfield, Texas (“City Council”) desires to engage the services of Prosecutor as an independent contractor and not an employee in accordance with the terms and conditions set forth herein; and

**WHEREAS**, Prosecutor desires to provide services to the City as Deputy City Attorney serving as the Municipal Prosecutor for the City;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I**  
**TITLE AND POSITION**

Pursuant to Art. 45.201(a) of the Texas Code of Criminal Procedure, Prosecutor agrees to provide legal services to the City as the Deputy City Attorney serving as the Municipal Prosecutor, representing the City as Municipal Prosecutor in cases before the Mansfield Municipal Court of Record No. 1 (“Court”). Prosecutor shall not provide any other legal services for the City than those described herein.

**ARTICLE II**  
**TERM AND TERMINATION**

- A. **Term.** This Agreement shall be for a term of two (2) years, beginning on October 1, 2023 and ending on September 30, 2025, unless sooner removed by the City Council.
- B. **Will of Council/Termination.** The Prosecutor shall serve at the pleasure of the City Council and may be removed with or without cause, at any time by the affirmative vote of a majority of the City Council present.
- C. **Notice of Termination.** If Prosecutor desires to terminate this Agreement, a minimum sixty (60) day written notice shall be provided to the City to ensure no interruption of prosecutorial services already committed/scheduled for the Court.

**ARTICLE III**  
**SCOPE OF SERVICES**

- A. **General Duties.** Prosecutor shall have all the powers and shall discharge all of the duties prescribed by law or provided in the policies of the Court. Prosecutor shall make him or herself available for consultation with members of the City, including but not limited to the Mansfield Police Department and Mansfield Regulatory Compliance Department, regarding prosecution of cases. Prosecutor agrees to perform all administrative duties and responsibilities that are necessary and incidental to the position of Municipal Prosecutor and is expected to work the hours necessary to fulfill the obligations of Municipal Prosecutor and maintain efficient operations of the Court. Prosecutor shall abide by Section 45.201(d), which provides that “[it] is the primary duty of a municipal prosecutor not to convict, but to see that justice is done.”
- B. **Responsibilities.** As Prosecutor for the Court, the Prosecutor’s responsibilities shall include, but not be limited to:
1. Prosecuting cases filed in the Court;
  2. Conducting necessary case work in preparation of all cases for pretrial hearings, bench and jury trials as well as other special hearings that fall under the Court’s jurisdiction;
  3. Be in attendance for all pre-trial dockets, bench and jury trials, and other hearings or proceedings that fall under the Court’s jurisdiction;
  4. Coordinating with law enforcement and other City departments regarding prosecution of cases;
  5. Meeting with witnesses or victims regarding complaints;
  6. Negotiating plea agreements with both attorney-represented and pro-se defendants;
  7. Drafting legal documents including, but not limited to, motions, pleadings, responses, briefs, complaints, or orders necessary for the prosecution of cases;
  8. Reviewing and drafting ordinances and Court forms;
  9. Providing discovery to defendants and attorneys representing defendants;
  10. Performing all aspects of legal prosecution; and
  11. Performing all other duties of a Municipal Court Prosecutor as may be provided by State law.

**ARTICLE IV**  
**COMPENSATION**

- A. **Compensation.** As compensation for all required services herein, including administrative work, during the term of this Agreement, the City agrees to pay Prosecutor, a flat monthly fee of Two Thousand Five Hundred and no/100 dollars (\$2,500.00).
- B. **Invoice.** Prosecutor shall send an invoice to the Court Administrator by mail or email once per month not later than the 10<sup>th</sup> day of each month reflecting their time and billing.

- C. **Payment.** The City shall pay the monthly invoice within thirty (30) days from the date the invoice is received by the City, provided there are no errors or discrepancies.
- D. **No Compensation.** The Prosecutor will not be compensated for state required training, travel expenses related to his or her duties to the Court, state bar license dues/fees, state attorney occupation fee, local bar association dues, or any and all other professional/licensure related fees/dues.
- E. **Independent Contractor.** It is understood and agreed by and between the parties that all services performed by the Prosecutor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. The Prosecutor shall supervise the performance of his or her services and shall be entitled to control the manner and means by which his or her services are to be performed, subject to the terms of this Agreement. The foregoing constitutes all the benefits and forms of compensation due to the Prosecutor for the services rendered herein and the Prosecutor will not receive any City benefits, retirement, health, or otherwise.

## **ARTICLE V**

### **GENERAL PROVISIONS**

- A. **Prosecutorial Conduct.** The Prosecutor agrees to perform all services in accordance with the requirements of the Texas State Bar as applicable to court prosecutors in the State of Texas. Prosecutor, shall provide competent, zealous legal services 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, and conduct him/herself in a professional demeanor at all times representing the City.
- B. **Attorney Licensure.** Prosecutor must maintain the minimum qualifications to practice law in the state of Texas and must immediately inform the City Manager of any change in the status of the Attorney's licensure.
- C. **Limitation on Law Practices.** The Prosecutor hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with his or her duties and responsibilities as the Prosecutor of the Court or otherwise knowingly undertake to represent a client on a legal matter against the City. Further, Prosecutor agrees that, to the best of his or her actual knowledge, Prosecutor does not have personal, business, or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are acting as legal advisors and representatives of the City. Prosecutor agrees to evaluate on an on-going basis whether, in his or her professional judgment, a conflict may become apparent or imminent. In the event that Prosecutor believes a conflict may develop, Prosecutor will immediately communicate with the City Manager and Court Clerk about the perceived potential conflict.

- D. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Prosecutor and supersedes all prior negotiations and representations and/or agreements either written or oral. This Agreement may be amended only by written instrument signed by both parties.
- E. **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:
- If intended for City, to: Mansfield Municipal Court  
Attn: Heather Leonard, Court Administrator  
1305 East Broad Street  
Mansfield, Texas 76063  
heather.leonard@mansfieldtexas.gov
- If intended for Prosecutor, to: Tracie Kenan Perkins  
4710 Airport Fwy  
Fort Worth, TX 76117  
817-926-9999  
tracie@kenanlaw.com
- F. **Severability.** If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- G. **Non-Waiver.** The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- H. **Sovereign Immunity.** By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.
- I. **No Assignment.** The Prosecutor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.
- J. **Construction of Agreement.** Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

- K. **Choice of Law and Venue.** This Agreement is performed and performable in Tarrant County, Texas, State of Texas, and shall be interpreted, construed and enforced in accordance with the laws of the State of Texas and before the Courts of the State of Texas in the County of Tarrant.
- L. **Agreement Read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- M. **Headings.** The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- N. **Ambiguity.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.
- O. **No Third-Party Beneficiaries.** This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Prosecutor and the City only.
- P. **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

*Signature Page Follows*

**IN WITNESS WHEREOF**, the City and Prosecutor have executed this Agreement this the \_\_\_\_\_ day of September, 2023.

CITY OF MANSFIELD, TEXAS

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MICHAEL EVANS, MAYOR

ATTEST:

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SUSANA MARIN, CITY SECRETARY

PROSECUTOR:

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TRACIE KENAN PERKINS