

Agreement for Municipal Court Prosecutor Services

This Agreement for Municipal Court Prosecutor Services (“Agreement”) is entered into by and between the City of Mansfield, Texas, (“City”) and Tracie Kenan Perkins, a licensed attorney in the State of Texas.

A. Title and Position. The City agrees to retain and does hereby retain Tracie Kenan Perkins as the Municipal Court Prosecutor (“Prosecutor”) to provide legal services related to the prosecution of Mansfield Municipal Court (“Court”) cases. Prosecutor will possess the title “Deputy City Attorney” as required by Texas Code of Criminal Procedure Section 45.201(a). Prosecutor will not serve as a statutory officer of the City, but as the primary prosecutor in the Court.

B. Duties. Prosecutor will have all of the powers and shall discharge all of the duties as prescribed by law or provided in the policies of the Court. Prosecutor is expected to work the hours necessary to fulfill the obligations of Prosecutor and to maintain the efficient operation of the Court. Prosecutor agrees to be available for consultation with members of the Mansfield Police Department and Mansfield Code Compliance regarding the prosecution of Court cases. Prosecutor shall abide by the Texas Code of Criminal Procedure 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.” Prosecutor shall serve at the pleasure of the City Council.

C. Responsibilities. Prosecutor is responsible for the following:

1. Representing the State of Texas by prosecuting state and local criminal offenses in the Court, including violations of animal, code and health ordinances, and educating defendants about their charged offense(s);
2. Conducting case screening and evaluations 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. Negotiating plea agreements with both attorney-represented and pro se defendants;
4. Reviewing and drafting ordinances and Court forms for the City;
5. Providing discovery of audio, video, and paper evidence to defendants and attorneys representing defendants;
6. Drafting motions, responses, briefs, complaints, orders, and other legal documents necessary for the successful prosecution of cases;

7. Maintaining current proficiency with the laws of the State of Texas, particularly the Transportation Code and the Code of Criminal Procedure; and
8. Performing any other necessary tasks needed to provide for a fair, efficient, and professional court.

D. Compensation. The City agrees to pay Prosecutor a flat fee of \$2,000.00 per month for services rendered. Payment shall be made once a month upon receipt of an invoice from Prosecutor. Prosecutor shall serve as an independent contractor and shall not be entitled to any City benefits, such as health insurance, vacation or retirement. Prosecutor shall be exclusively responsible for the payment of her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation and Social Security obligations, and professional fees and/or dues.

E. Conflicts. Prosecutor shall not undertake representation, as a private attorney, of any person or entity in a manner adverse to the City's legal interests during the term of this Agreement. Further, Prosecutor shall evaluate on an ongoing basis whether, in her professional judgment, a conflict may become apparent or imminent. In the event Prosecutor believes a conflict has or will develop, Prosecutor will immediately notify the City Attorney of the conflict.

F. Termination. Prosecutor's employment may be terminated by the City Council at any time for any reason. Prosecutor may terminate this Agreement by providing not less than sixty (60) days written notice to City.

G. Severability. Should any section, clause, subsection, sentence, clause or phrase of this Agreement be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Agreement shall remain in full force and effect. The parties hereby declare that they would have entered into this Agreement irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

H. Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally; sent by messenger or a nationally recognized overnight courier service; or sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

PROSECUTOR:

Tracie Kenan Perkins

CITY: City of Mansfield
ATTN: _____
1200 E. Broad Street
Mansfield, Texas 76063

I. Applicable Law and Venue; Attorney's Fees. In the event of a dispute regarding the provisions herein, this Agreement is made and shall be interpreted under the laws of the State of Texas. Mandatory and exclusive venue for any action arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas. The prevailing party in such an action shall have the right to collect from the other party its reasonable attorneys' fees incurred in enforcing this Agreement.

IN WITNESS WHEREOF, the City and Prosecutor have executed this Agreement effective as of the date fully executed by both parties.

CITY OF MANSFIELD, TEXAS

BY: _____
MICHAEL EVANS, MAYOR

DATE: _____

ATTEST:

SUSANA MARIN, CITY SECRETARY

PROSECUTOR

TRACIE KENAN PERKINS

DATE: _____