

**CONTRACT FOR
MUNICIPAL PROSECUTOR LEGAL
SERVICES CITY OF ANGLETON, TEXAS**

The Parties to this Contract for Municipal Prosecutor Legal Services are Perry R. Stevens, PO Box 17, Angleton, Texas 77515 (“Stevens”) and the City of Angleton, 121 S. Velasco Street, Angleton, Texas 77515 (“the City”). Stevens and the City are referred to collectively herein as “the Parties.”

WHEREAS the City desires to contract with Stevens under Code of Criminal Procedure section 45.201 to perform the services of a Deputy City Attorney serving as a Municipal Prosecutor representing the City of Angleton; and

WHEREAS Stevens desires to contract with the City to provide services as a Deputy City Attorney serving as a Municipal Prosecutor; and

NOW, THEREFORE, for the mutual covenants and considerations described herein, the parties agree as follows:

1. **ROLE OF STEVENS AND SCOPE OF WORK:** Stevens agrees to provide legal services to the City as the Deputy City Attorney serving as the primary Municipal Prosecutor, representing the City as Municipal Prosecutor in cases before the Municipal Court and any appeals. Stevens shall provide no other legal services to the City.
2. **QUALIFICATIONS AND PERFORMANCE:** Stevens 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. Stevens must maintain the minimum qualifications to practice law in the state of Texas and must immediately inform the City Manager and City Attorney of any change in the status of the Attorney’s licensure.
3. **FEES AND EXPENSES FOR MATTERS WITHIN THE SCOPE OF WORK:** The City agrees to pay Stevens for his services at the rate of \$5,757.22 per month which is equivalent to the payment of \$69,086.64 annually. Stevens’s annual contracted rate shall be reviewed each January for consideration of an increase.
4. **DESIGNATED DEPUTY CITY ATTORNEY:** Stevens shall be designated as “Deputy City Attorney” for the City for the purposes of only representing the City in Municipal Court and appeals and shall have no other responsibility to the City under this Contract.
5. **BILLING AND COMPENSATION:** Stevens shall submit monthly invoices to the City for matters included in this Contract. Monthly invoices for work performed under this contract shall include a brief description of the work performed, the length of time it took to perform the work to the nearest tenth of an hour, the date that the work was performed, the fee for the work, and an itemized list of expenses associated with the work. All invoices (s) shall be submitted by Stevens as soon as possible after the end of each calendar month and are due and payable by the City within thirty (30) days of receipt by the City.

6. TERM: Subject to the terms of Paragraph 7, below, this Contract shall remain in full force and effect beginning February 1, 2023, and ending January 31, 2025, and may be renewed for two (2) additional years as approved by the City Council and subject to the availability of funds in the City's budget process.
7. TERMINATION: Either of the Parties may terminate this contract for any reason or for no reason by giving thirty (30) days written notice to the other party. Upon termination by either party, the City agrees to pay to Stevens all fees and expenses for services performed prior to the date of termination.
8. CONFLICTS: Stevens agrees not to undertake representation of any person or entity in a manner adverse to the City's legal interests during the term of the contract. Further, Stevens agrees that, to the best of his actual knowledge, Stevens, nor anyone in his firm who will be working on specific matters related to the representation of the City, has a 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 or will be acting as legal advisors and representatives of the City. Stevens agrees to evaluate on an ongoing basis whether, in his professional judgment, a conflict may become apparent or imminent. In the event that Stevens believes a conflict may develop, Stevens will immediately communicate with City Attorney, City Manager, and Court Clerk about the perceived potential conflict.
9. INDEPENDENT CONTRACTOR: Stevens shall be an independent contractor to the City and shall not be an employee. This Contract does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Stevens, nor his partners, Of Counsel attorneys, agents, or employees shall not be deemed to be an employee of the City for any purpose whatsoever, and Stevens shall not be eligible to participate in any benefits program provided by the City for its employees. Stevens shall be exclusively responsible for the payment of his own respective taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension, or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees, or dues.
10. SPECIAL TERMS: The City Attorney also has the authority to provide such backup or lead support for the provision of prosecutorial legal services to the City if it is in the best interests of the City to do so and with the approval of the City Manager.
11. ASSIGNMENT: Stevens shall not assign or transfer his interest in this Contract.
12. APPLICATION OF LAWS: This Contract shall be interpreted, construed, and governed according to the laws of the State of Texas.
13. DISPUTE RESOLUTION: Any controversy, dispute, or disagreement arising out of or relating to this Contract, or any breach thereof, shall first be mediated. Each party shall bear its own attorneys' fees and costs for such dispute resolution.

14. NOTICE: All notices required to be sent under this Contract shall be in writing and given by First Class U.S. Mail or Personal Delivery addressed:

To Stevens: Perry R. Stevens
PO Box 17
Angleton, Texas
77515

To the City: Chris Whittaker, City Manager
City of Angleton
121 S. Velasco St.
Angleton, Texas 77515

Each Party shall have the continuing obligation to advise the other parties of any change of address.

15. AGREEMENT: This written authorization embodies the entire agreement between the Parties, and there are no other agreements, oral or written, with reference to this Contract. In case any one or more of the provisions contained in the Contract shall be held unenforceable, the remaining provisions contained herein shall not be impaired thereby.

16. AMENDMENTS: No change or modification to this Contract shall be valid unless made in writing and signed by both Parties.

17. EFFECTIVE DATE: The effective date of this Agreement is February 15, 2023.

SIGNED AND AGREED TO on behalf of the City of Angleton on this _____ day of _____, 2023.

City of Angleton

By: _____
Chris Whittaker, City Manger

SIGNED AND AGREED TO on the _____ day of _____, 2023.

Perry R. Stevens