

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CITY OF MISSION, TEXAS
CONTRACT FOR PROSECUTION SERVICES
(MUNICIPAL PROSECUTOR)**

THIS AGREEMENT is executed on this the ___ day of August, 2023 effective October 1, 2023 by the **City of Mission, Texas**, a Texas home-rule municipal corporation (“**City**”), and **Carlos Ortegon (“Ortegon”)**, both of which agree and understand as follows:

WITNESSETH

WHEREAS, City desires to retain the services of Ortegon as Municipal Court Prosecutor for the City of Mission Municipal Court; and

WHEREAS, Ortegon desires to be employed as Municipal Court Prosecutor with all duties described herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Role of Municipal Prosecutor

- I.1 Ortegon agrees to provide legal services to City by serving as the primary Municipal Court Prosecutor. Ortegon shall represent the City in all cases within the jurisdiction of the Mission Municipal Court, and as further detailed herein.
- 1.2 In accordance with Texas Code of Criminal Procedure §45.201(a), Ortegon shall be designated as Deputy City Attorney for purposes of performing all duties and obligations of this agreement, and is under the direction of the City Attorney. Ortegon agrees that it is the primary duty of the Municipal Court Prosecutor not to convict, but to see that justice is done.

2. Term

- 2.1 The term of this agreement shall commence on **October 1, 2023** and shall end on **September 30, 2024**, unless sooner terminated by the City Council, as provided for herein.

3. Termination

- 3.1 The purpose of this agreement is to set the terms and conditions and is in no way intended to infringe on the authority of the City Council to terminate Ortegon, with or without cause.
- 3.2 This agreement may be terminated by City or Ortegon at any time, by providing thirty (30) days written notice.

3.3 The City may terminate this agreement for cause for failing to perform the scope of services, or otherwise failing to comply with any other provision of the agreement.

4. *Duties*

4.1 As Municipal Court Prosecutor, Ortegon agrees to the following duties:

- a. attend and prosecute all municipal court dockets, including scheduled and walk-in dockets;
- b. research, review and provide written or verbal opinions as requested by the Mission Police Department police officers;
- c. research, review and provide written or verbal opinions as requested by code enforcement officers for purposes of prosecution or enforcement of city ordinances;
- d. attend City Council meetings, upon request of City Council or City Manager;
- e. maintain law license, including all necessary continuing education requirements;
- f. complete all mandatory education courses and credits;
- h. performs all other services and duties customarily performed by Texas municipal court prosecutors.

4.2 Ortegon agrees to perform all other legally permissible and proper duties as City shall assign from time to time.

5. *Compensation and Other Benefits*

5.1 City agrees to compensate Ortegon an annual base salary in the amount of **SIXTY THOUSAND DOLLARS (\$60,000.00)**. This amount shall be payable in monthly installments in the amount of **FIVE THOUSAND DOLLARS (\$5,000.00)**.

5.2 City shall not be responsible for the withholding of income taxes, or other employment related taxes related to the compensation of Ortegon. Ortegon shall be responsible for the payment of such income taxes as required by the Internal Revenue Service.

5.3 Ortegon shall be eligible to purchase, or to buy-in, to the City of Mission group health insurance plan and other voluntary products, at Ortegon's expense. Ortegon shall not be eligible to participate in the Texas Municipal Retirement System (TMRS).

6. *Other Terms and Conditions of Employment*

6.1 While performing under this agreement, all provisions of the City Charter, City Code and City Personnel Policy as they now exist or may hereafter be amended shall apply to Ortegon, except as herein provided to the contrary.

6.2 *Law Practice.* Ortegon is allowed to continue to maintain a private-practice, but shall not engage in the practice of law in any matter that the City Council has determined is adversarial in nature to the City of Mission.

6.3 *Performance Evaluation.* The City Council, or designee, may annually review and evaluate the performance of Ortegon. Ortegon agrees to cooperate with any such evaluation process. Ortegon further agrees to take any recommended corrective actions deemed necessary by the City Council as a result of the performance review.

7. Notices

7.I Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address shown on this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein:

CITY: City Manager
City of Mission
1201 E. 8th St.
Mission, Texas 78572

ORTEGON: Carlos Ortegon
504 E. 9th St.
Mission, Texas 78572

8. General Provisions

8.1 The text herein shall constitute the entire agreement between the parties.

8.2 The agreement shall be binding upon and for the benefit of the parties hereto, their heirs, successors and assigns.

8.3 If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed serviceable, shall not be affected, and shall remain in full force and effect.

8.4 This agreement may not be altered, changed, or amended except by written agreement of the parties. The City and Ortegon may agree upon a change in the scope of services and/or in compensation, and any such changes shall be incorporated in written amendments.

[Signature Page to Follow]

WITNESS THE HANDS OF THE PARTIES signed on the ____th day of August, 2023.

MUNICIPAL COURT PROSECUTOR

By: _____
Carlos Ortegon

CITY OF MISSION, TEXAS

By: _____
Randy Perez, City Manager