

PROFESSIONAL SERVICES AGREEMENT FOR ASSOCIATE MUNICIPAL COURT PROSECUTOR

THIS AGREEMENT is entered into by and between the City of Tomball, and Erik Berglund, hereinafter referred to as “the Contractor.”

WHEREAS, the City has determined the need to have Associate Municipal Court Prosecutor services provided on a contract basis, and

WHEREAS, the parties have agreed to certain terms and conditions for the provision of services by Contractor, now, therefore, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. Services. The Contractor shall be responsible for all aspects of prosecution, including:

- working with Court personnel to develop standing orders and policies;
- making files, decisions on criminal cases and recommendations with respect to the criminal cases;
- trial preparation and related matters;
- prosecuting misdemeanor and criminal traffic cases committed in the City’s jurisdiction;
- representing the City at arraignments, pretrial hearings, bench and jury trials;
- conducting plea bargaining negotiations and making appropriate plea offers;
- making sentencing recommendations and decisions to the court;
- preparing and presenting legal memoranda, subpoenas, jury instructions and other related materials;
- performing administrative and support service functions related to the prosecution

Additionally, Contractor shall be available to consult with, advise and train the officers of the Tomball Police Department on all matters relating to criminal law and procedure. The Contractor must be available by email or telephone to discuss questions from police and staff.

- 1. Qualifications.** During the term of this Contract, the Contractor will remain a licensed member of the State Bar of Texas and meet all the requirements imposed by law to perform the duties of Municipal Court Prosecutor. The Chief Municipal Court Prosecutor must have criminal law experience.
- 2. Payment.** The City shall pay the Contractor \$325.00 for each assigned court session in a Fiscal year. All services performed, including arraignments, juvenile dockets, jury trials, bench trials and appeals are included in the original agreement. The City will pay for the registration and the CLE credit annual Prosecutor training and \$325 training will count as one court session. This fee shall include all overhead, costs and expenses of the Contractor. The Contractor shall provide the City his/her/its Taxpayer Identification Number prior to or along with the first billing. Contractor shall submit an invoice for fees and expenses to Client at the end of each month.

3. **Term.** This contract is effective upon the latest date of the dates executed by the parties and will expire on August 7, 2027. Upon expiration, this contract may be renewed for two-year periods by written approval of both parties.
4. **Termination.** This Agreement may be terminated for convenience by either party giving sixty (60) days written notice.
5. **Independent Contractor.** Erik Berglund will perform the duties of this contract as an independent contractor of the City and not as an employee. As such, Erik Berglund is not entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. Erik Berglund is responsible for the payment of federal income taxes, social security payments, and other governmental impositions arising from this Contract.
6. **Assignment.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
7. **Entire Agreement.** This Contract represents the entire agreement between the City and Erik Berglund and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
8. **Law Governing and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Harris County. If either party files and prosecutes a lawsuit relating to this Contract, neither party will be entitled to the award of attorney's fees.
9. **Prior Contracts.** Any prior agreement relating between any parties relating to the same matter is terminated on the effective date of this Contract.

CITY OF TOMBALL

ERIK BERGLUND, Attorney at Law

David Esquivel
City Manager

Date: _____

By: _____

Title: _____

Date: _____

ATTEST/SEAL:

Thomas Harris, III
City Secretary