

PROFESSIONAL SERVICES AGREEMENT FOR ASSOCIATE MUNICIPAL COURT PROSECUTOR

THIS AGREEMENT is entered into by and between the City of Tomball (hereinafter referred to as “the City”) 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 Contractor has the qualifications to serve as Associate Municipal Court Prosecutor for the City; and

WHEREAS, the parties have agreed to certain terms and conditions for the provision of Associate Municipal Court Prosecutor services,

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:
 - a. working with Court personnel to develop standing orders and policies;
 - b. creating and maintaining files and associated records;
 - c. making decisions on criminal cases and recommendations with respect to the criminal cases;
 - d. trial preparation and related matters;
 - e. prosecuting misdemeanor and criminal traffic cases committed in the City’s jurisdiction;
 - f. representing the City at arraignments, pretrial hearings, bench and jury trials;
 - g. conducting plea bargaining negotiations and making appropriate plea offers;
 - h. making sentencing recommendations and decisions to the court;
 - i. preparing and presenting legal memoranda, subpoenas, jury instructions and other related materials;
 - j. performing administrative and support service functions related to the prosecution;
 - k. consult with, advise, and train the officers of the Tomball Police Department on all matters relating to criminal law and procedure, as needed; and
 - l. be available by email or telephone to discuss questions from Tomball Police Department and City staff.

- 2. 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 Associate Municipal Court Prosecutor must have criminal law experience.

- 3. Payment.** The City shall pay the Contractor \$325.00 per docket (court session and for training, for the term of this Agreement. The city will reimburse fees affiliated with the registration and the CLE credit required for the Contractor’s annual training. The Contractor

shall submit an invoice of fees at the end of each month. The City shall remit payment to the Contractor within thirty (30) days of receipt of Contractor invoice.

- 4. Term.** This contract is effective upon the latest date of the dates executed by the parties and will expire on September 30, 2024. Upon expiration, this contract may be renewed for two-year periods only by written approval of both parties.
- 5. Termination.** This Agreement may be terminated for convenience by either party giving sixty (60) days written notice.
- 6. Independent Contractor.** The Contractor will perform the duties of this contract as an independent contractor of the City and not as an employee. As such the Contractor is not entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. The Contractor is responsible for the payment of federal income taxes, social security payments, and other governmental impositions arising from this Contract.
- 7. 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.
- 8. Entire Agreement.** This Contract represents the entire agreement between the City and the Contractor 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.
- 9. 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.
- 10. Prior Contracts.** Any prior agreement relating between any parties relating to the same matter is terminated on the effective date of this Contract.

[signature page follows]

CITY OF TOMBALL

ERIK BERGLUND, Attorney at Law

David Esquivel
City Manager

Erik Berglund

Date: _____

Date: _____

ATTEST/SEAL:

Tracylynn Garcia
City Secretary