

AGREEMENT FOR DEPUTY CITY ATTORNEY SERVICES

This **Agreement for Deputy City Attorney Services** (“Agreement”) is made and entered into by and between the City of Willow Park (“City”), a Texas political subdivision, and Ashley McSwain Law, PLLC (“Firm”) a professional limited liability company. The City and Firm may hereafter be individually referred to as “party” or collectively as “parties.”

RECITALS

WHEREAS, the City of Willow Park is a political subdivision of the State of Texas.

WHEREAS, the Willow Park Municipal Court was created and formed pursuant to Section 29.002 of the Texas Government Code.

WHEREAS, the City of Willow Park desires to retain the services of Ashley McSwain Law, PLLC to provide municipal court prosecution services and other deputy city attorney services as requested by the City.

WHEREAS, “A municipal attorney or a deputy municipal attorney shall conduct each prosecution in a municipal court.” Tex. Code Crim. Proc. art. 45A.005.

WHEREAS, Ashley McSwain Law, PLLC is a professional limited liability company formed under the laws of the State of Texas for all lawful purposes of practicing law.

WHEREAS, Ashley McSwain Law, PLLC employs attorneys licensed by the State Bar of Texas and trained in providing the deputy city attorney services.

WHEREAS, Ashley McSwain, PLLC desires to provide deputy city attorney services to City.

NOW, THEREFORE, the City and Firm agree as follows:

1. PURPOSE & SCOPE OF WORK

City hereby retains Firm to provide Deputy City Attorney services for the purpose of municipal court prosecution, drafting of city ordinances, and any other services requested by the City. Under this contract, Firm will appear as requested and able to at City functions, meetings, court hearings, or other events and will respond to emails, phone calls, or text messages that pertain to the functions of a deputy city attorney. Firm employee Ashley McSwain will be the primary attorney representing the City. However, Firm may send an alternate trained attorney from time to time if needed to accommodate vacation schedules, illness, or when the primary attorney has a conflict that is unable to be resolved. The primary attorney will use reasonable efforts to avoid conflicts that would result in the primary attorney being unavailable for regularly scheduled docket times.

Firm and City may mutually agree to expand this contract, in writing, to matters that may arise beyond the scope of this contract, under terms mutually agreed upon between Firm and City in writing.

Firm agrees to represent the State of Texas in all matters before the municipal court, with the primary duty to see that justice is done.

Firm agrees to represent the City, as requested, in the drafting, review, and editing of legal documents or city ordinances, providing legal advice to the City when requested, and representing the City on any legal matter requested by the City.

City agrees to promptly provide the Firm with any and all documents or items requested in conjunction with the prosecution of matters arising in the municipal court, requested by the court, or required in connection with discovery. City agrees to make a diligent and complete search for any or all items requested and to make honest responses and replies to Firm in response to all requests for information and discoverable documents required to complete prosecution duties and as required to comply with the Prosecutor's ethical and statutory requirements.

City agrees to promptly provide the Firm with any and all documents or items requested in conjunction with the representation of City in legal matters.

2. CONFLICTS

Firm represents that it has reviewed its records and has no conflicts of interest involving City. Firm will do all within reason necessary to prevent and avoid any situation that might constitute a conflict. In the event a conflict arises, Firm will promptly advise City of such, in writing, and shall notify City of Firm's proposal to resolve the conflict. If Firm is unable to resolve conflict, this contract may be terminated by either party in writing.

Firm cannot ensure that a conflict of interest will not arise with the prosecution of certain defendants within the municipal court. If primary attorney has a conflict of interest with any certain defendant, Firm will provide another attorney trained in municipal court prosecution for the prosecution of the certain defendant. If Firm is unable to provide another attorney due to a conflict of interest with any certain defendant, Firm will notify City in writing and cooperate fully with City to locate a special prosecutor to prosecute the matter.

3. PERSONNEL

Firm attorneys will provide services to fulfill the purpose of this agreement. When it is deemed necessary, support personnel may be utilized to help fulfill the purpose of this agreement. Furthermore, services may be obtained from experts, private investigators, process servers, or any other personnel needed to fulfill the purpose of this agreement. However, Firm will not incur any expense to the City by using such personnel without written prior approval from the City.

4. COMPENSATION

This agreement will require payment for representation and appearance for the matter at hand. A recurring payment shall be made by you until all services have been paid in full. Fee billing will occur as follows:

Firm charges flat fees for municipal court prosecution that are due and payable to Firm the month following the month that services are rendered. Firm will send monthly invoices to City by

the 15th of each month via electronic mail to the person designated to receive the invoices by the City. Payment shall be due and payable to Firm within 30 days of the receipt of invoice.

Firm's flat rate for municipal court prosecution each month, including trials, pre-trials, plea conferences, discovery conferences, or other similar matters, and one in-person appearance each month is \$1,000. Additional in-person appearances will be an additional charge of \$750 per month.

Firm flat rates include attorney travel time, preparation time, and responses to phone calls, emails, and text messages throughout the month. Firm and City may enter into a written agreement at any time to adjust the above-listed rates, or rates for additional appearances.

Firm will provide work for the City in addition to municipal court prosecution services at an hourly rate of \$250.00 per hour. Firm time will be billed by rounding up to the nearest 1/10th of an hour. Phone calls, emails, and text messages beyond the scope of municipal court prosecution services are billable and subject to the same Firm time billing as stated in the previous sentence.

Firm agrees to provide an invoice to the City, including the dates that the work was completed and a brief description of the work completed, by the 15th of each month immediately following the month that the work was completed. City agrees to pay the invoice within 30 days of its receipt. Firm and City may enter into a written agreement at any-time to adjust the rates and scope of services included for any additional work..

Costs. Legal matters, especially when contested, may incur extra legal costs. Firm will pay all "costs" in connection with Firm's representation of City under this agreement. Costs not paid directly by City will be included on the monthly invoice provided by Firm. Costs include, but are not limited to, court filing fees, deposition costs, expert witness fees and expenses, investigation costs, credit card transaction fees, or process server fees. Firm does not anticipate any legal costs to fulfill the obligations of this Agreement. If the need to incur a cost arises, Firm will seek written approval from City prior to incurring any expenses.

If City has any dispute or question regarding any invoice, City agrees to raise those questions in writing within 30 days of Firm providing City an invoice. Any bill that is not paid within 30 days will be considered "late" and may be subject to late fees of 1.5% of the unpaid balance per month. If payment is not made timely, Firm may limit or suspend additional services until the balance owed is paid or other arrangements are made.

5. NON-APPROPRIATION OF FUNDS

City and Firm will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by City's governing body, and, as a result, City is unable to fulfill its obligations under this Agreement, City shall promptly notify Firm in writing and may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

6. TERM AND TERMINATION

This agreement shall become effective once signed by all parties, with services and term beginning on _____. This Agreement shall be in full force and effect once signed by all parties. The renewal term shall be automatic, for successive twelve-month terms and continue to renew unless either party notifies the other in writing thirty (30) days prior to the end of the term in effect of its intent to terminate or renegotiate the terms of this Agreement.

Either Party to this Agreement may terminate this Agreement at any time upon a written 30-day notice to the other Party.

Neither Party may assign their interest in this Agreement without the written permission of the other Party.

Article 39.14 of the Texas Code of Criminal Procedure (The Michael Morton Act) places a legal burden on prosecutors to release certain information and make certain information available to Defendants. If the City declines to make requested information available to the prosecutor, or fails to fully comply with requests by prosecutor to locate information, prosecutors will be unable to comply with statutory and ethical requirements. Failure to comply with statutory and ethical requirements could result in sanctions to the attorney. Therefore, if City fails to comply with requests from attorneys for information required to be located and released pursuant to article 39.14 of the Texas Code of Criminal Procedure, Firm may terminate this Agreement immediately by providing written notice to the City.

7. CASE RESULTS

“It is the primary duty of a municipal attorney is not to convict, but to see that justice is done.” Tex. Code Crim. Proc. art. 45A.006. Firm will not prosecute with a primary goal of collecting fine amounts for the City or ensuring convictions, but will prosecute with the goal of ensuring justice is done. City may, from time to time, have questions regarding certain cases. Upon request, Firm will provide City with an explanation of the legal basis for decisions made in those certain cases.

8. LIABILITY

Each party agrees to be liable for any damages or losses that may be caused by its own negligence, omission, or intentional misconduct. For purposes of this section, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party.

It is understood and agreed that by execution of this Agreement, that neither City or Firm waives or surrenders any of its governmental powers or immunities.

9. HOLD HARMLESS

Each party agrees to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney’s fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability.

10. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material, pandemics, or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

13. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Parker County, Texas or the United States District Court for the Northern District of Texas. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

14. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he or she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

15. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between City and Firm as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement.

16. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

17. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by electronic mail, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Willow Park	Ashley McSwain Law, PLLC
Attn: _____	Attn: Ashley McSwain
_____	700 Lone Star Ct
Willow Park, Texas _____	Wylie, Texas 75098
_____	Ashley@McSwainLaw.org

18. CONDUCT OF THE ATTORNEY

A copy of the *Texas Lawyer's Creed — A Mandate for Professionalism* is attached hereto as Exhibit A. It establishes the standards of professionalism for the legal profession. Some of its provisions may not be applicable to this matter. We pledge that the legal services we render will be in accordance with the *Creed* to the extent the provisions are applicable.

EXECUTED IN MULTIPLE ORIGINALS on this the _____ day of _____, 2026.

CITY OF WILLOW PARK, TEXAS

BY: _____
NAME
TITLE

ASHLEY McSWAIN LAW, PLLC

BY: _____
Ashley McSwain
Managing Member

Exhibit A

The Texas Lawyer's Creed was promulgated by the Supreme Court of Texas and the Court of Criminal Appeals on November 7, 1989.

The Texas Lawyer's Creed A Mandate for Professionalism

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

Our Legal System

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

Lawyer to Client

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate legal means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

Lawyer to Lawyer

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences, or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties, and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

Lawyer and Judge

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff, and counsel in efforts to administer justice and resolve disputes.