

**AGREEMENT FOR
MUNICIPAL PROSECUTOR LEGAL
SERVICES CITY OF SEABROOK, TEXAS**

The Parties to this Contract for Municipal Prosecutor Legal Services are Robert Richter, Jr., 1350 NASA Parkway, Seabrook, Texas 77586 ("Richter") and the City of Seabrook, 1700 First Street, Seabrook, Texas 77586 ("the City"). Richter and the City are referred to collectively herein as "the Parties."

WHEREAS, the City desires to contract with Richter to perform the services of a as a Municipal Prosecutor representing the City of Seabrook; and

WHEREAS, Richter desires to contract with the City to provide services as a Municipal Prosecutor; and

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

1. ROLE OF RICHTER AND SCOPE OF WORK: Richter agrees to provide legal services to the City as the primary Municipal Prosecutor, representing the City as Municipal Prosecutor in cases before the Municipal Court.
2. FEES AND EXPENSES FOR MATTERS WITHIN THE SCOPE OF WORK: The City agrees to pay Richter for his services at an hourly rate of Two Hundred Dollars (\$200.00) per hour.
3. BILLING AND COMPENSATION: Richter shall submit weekly, bi-weekly or monthly invoices to the City for matters included in this Contract. 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 half of an hour, the date that the work was performed.
4. TERM: Subject to the terms of Paragraph 5, below, this Contract shall remain in full force and effect beginning immediately upon execution of this agreement and ending October 18, 2026, and on a month to month basis thereafter, as requested by the City Manager.
5. 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 Richter all fees and expenses for services performed prior to the date of termination.

6. CONFLICTS: Richter 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, Richter agrees that, to the best of their actual knowledge, Richter, nor anyone in his firm who will be working on specific matters related to representation of the City, has 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. Richter agrees to evaluate on an on-going basis whether, in their professional judgment, a conflict may become apparent or imminent. In the event that Richter believes a conflict may develop, Richter will immediately communicate with City Manager and/or City Attorney about the perceived potential conflict.

7. INDEPENDENT CONTRACTORS: Richter 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. Richter shall not be deemed to be an employee of the City. Richter 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.

8. ASSIGNMENT: Richter shall not assign or transfer his interest in this Contract.

9. APPLICATION OF LAWS: This Contract shall be interpreted, construed, and governed according to the laws of the State of Texas.

10. 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 Richter: Robert Richter, Jr.
 1224 Barkdull St.
 Houston, TX 77006
 281-333-9229

To the City: City Manager
 City of Seabrook
 1700 First St.
 Seabrook, TX 77586
 281-291-5600

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

11. 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.

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

13. EFFECTIVE DATE: The effective date of this Agreement is October 18, 2022.

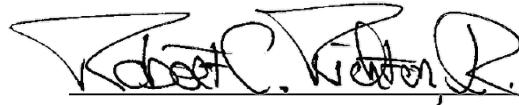
SIGNED AND AGREED TO on behalf of the City of SEABROOK on this the _____ day of _____, 202____.

City of Seabrook

By: _____

Gayle Cook
City Manager

SIGNED AND AGREED TO on the 13th day of October, 2022.



Robert Richter, Jr.