

**AGREEMENT FOR POLICE LEGAL ADVISOR SERVICES BETWEEN  
COPPELL POLICE DEPARTMENT AND WARREN SPENCER**

This agreement ("Agreement") is made by and between the City of Coppell police Department ("Department") and Warren Spencer ("Spencer") acting by and through their authorized representatives.

**Recitals:**

**WHEREAS**, Department requires the assistance of an experienced Police Legal Advisor in carrying out its responsibilities; and

**WHEREAS**, Spencer desires to act as Police Legal Advisor to Department and is willing to perform all the services required hereunder in a professional manner as an independent contractor;

**NOW, THEREFORE**, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the parties agree and bind themselves to the obligations and performance of the tasks as follows:

**Article I  
Purpose**

The purpose of this Agreement is for Department to obtain professional police legal advisor services to advise and assist Department in the course and scope of its performance of duties.

**Article II  
Term**

Term. The Initial Term of this Agreement shall begin on (month)\_\_\_\_\_, (day) \_\_, 2020, and shall terminate three years after the beginning date. Following the Initial Term, this Agreement shall then automatically renew for three (3) additional twelve (12) month periods under the same terms and conditions set forth herein, unless sooner terminated as provided in Article 6 of this Agreement.

**Article III  
Scope of Services**

3.1 Duties. Spencer shall have the following duties and responsibilities and shall perform the following services:

1. Advise all members of the Department in all aspects of relevant municipal and criminal law matters.
2. Provides training bulletins as mutually agreed upon between Spencer and Department administration.

3. Provide training as needed and agreed upon between Spencer and Department Administration.
4. Reports to the Chief and Assistant Chiefs of Police directly and receive assignments from the Chief and Assistant Chiefs.
5. Provide legal advice relevant to Department operations.
6. Conduct legal research as needed on topics relevant to police operations; submit oral and written opinions as needed.
7. Coordinate with City Attorney in all legal matters as necessary; assist with any civil litigation involving the Department as directed by Department and in coordination with City Attorney.
8. Review and approve as to form reports and documents, as coordinated with City Attorney and Department.
9. Review Department policies as requested.
10. Work with other assigned City legal counsel.
11. Attend work sessions and meetings with staff when requested, subject to availability.
12. Maintain at least fourteen (14) office hours at the Department per week, times and days to be agreed upon between Department and Spencer; office hours scheduling shall be flexible to accommodate the needs of Spencer and the Department; Spencer will be available for consultations by Department members outside of scheduled office hours per guidelines established by agreement between Spencer and Department.

3.2 Professional Competency. Spencer agrees that in the performance of these professional services, Spencer shall be responsible for the level of competency, and shall use the same degree of skill and the care presently maintained by other practicing professionals performing the same or similar types of work.

3.3 Reports. Spencer acknowledges that documents generated in the course of representation of a governmental body may be subject to the Texas Public Information Act. Spencer will exercise professional judgment and care not to generate documents that are subject to public information requests that are intended to be confidential or confidential attorney-client communications. This is particularly important in the presentation of invoices where incidental notation may tend to reveal litigation strategies or confidential information. This subsection shall not be interpreted to limit Spencer's duty to provide full disclosure to Department as

necessary in Spencer's judgment to represent Department with due professional care as required by applicable law or disciplinary rules.

#### **Article IV Schedule of Work; Equipment and Space**

4.1 The parties agree to develop a schedule for the performances to be delivered by Spencer when assignments are made. Time is of the essence under this Agreement. Spencer shall make all reasonable efforts to complete services set forth herein as expeditiously as possible during the Agreement Period, and to meet the time lines for performance for the assignments established by the schedule agreed to by the parties.

4.2 Department agrees to provide Spencer with the necessary office space to perform his duties. The space will be such that it affords an opportunity for confidential discussions as needed. Department agrees to provide Spencer with the necessary infrastructure to perform his duties, including but not limited to: a phone, a computer with internet access for research purposes; the necessary software and subscriptions to research websites which Spencer needs in the performance of his duties; access to Departmental email to facilitate communications; access to Department and City facilities as necessary.

#### **Article V Compensation**

5.1 Payments to Spencer. Spencer agrees to abide by the following payment structure and schedule:

5.2 Compensation for Time. Department shall pay Spencer a non-refundable retainer of \$5200.00 per month for up to fifty-six (56) hours of office time. For legal services in excess of fifty-six (56) hours per month Department shall pay Spencer at an hourly rate of \$100.00. Said hourly rate shall be billed in 6-minute increments.

5.3 Reimbursement of Expenses. Department will reimburse Spencer for reasonable actual expenses incurred in the performance of the services herein. Department will reimburse Spencer for travel expenses related to the services to be delivered under this Agreement, including reasonable mileage at the per mile rate authorized by the Internal Revenue Service or the City of Coppel, whichever is greater, and a per diem at the rate of \$50, or the rate set by the City of Coppel, whichever is greater, for each day requiring overnight travel. Travel costs are not applicable to regularly scheduled office hours at the Department. Spencer must provide copies of original receipts as evidence of actual expenditures, if requested. Airfare will be purchased by Department in advance of travel. If Spencer has to arrange airfare he will be reimbursed at the actual expense for coach fares for commercial airlines. Unless otherwise agreed upon by the parties in writing in advance, in-state lodging or overnight accommodations will be paid by Department. If Spencer is required to pay for lodging he will be reimbursed the actual expense of the lodging. Unless otherwise agreed upon by the parties and approved in writing in advance, out-of-state lodging or overnight accommodations will be paid by Department. If Spencer is required to pay he will be reimbursed at the actual expense of the

lodging. All other expenses will be invoiced at actual cost. No mark-up will be allowed on reimbursable contracts, expenses or subcontract expenses. Whenever feasible, Department encourages cost savings by transmitting documents in Microsoft Word or Adobe Acrobat formats, attached to email transmissions.

5.4 Invoice for Payment. All statements for legal services and expenses incurred shall be submitted to Department on a monthly basis within ten workdays after the month end. On submission of the statements, Spencer is certifying to the following: that invoices accurately describe the services performed, that the legal services have been performed in compliance with the Agreement, and that the charges and expenses shown on the invoice are reasonable, and either necessary, or advisable and have been approved by the Department, and do not exceed any limitation provided for in this Agreement. Invoices for work performed at hourly rates shall provide an accounting of the time charged and the respective charge for each increment of time. On each invoice, Spencer will identify the total due and payable.

The invoices from Spencer to Department must be submitted to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Email)

Invoices shall, if possible, be submitted via email to the person designated by Department.

5.5 Prompt Payment. Upon receipt of an invoice required to be submitted under this section, Department shall pay Spencer said amount within thirty (30) days of the receipt of the invoice. If permissible, payment shall be made electronically by EFT or other similar electronic means.

## **Article VI Termination**

6.1 Termination. Either party may terminate this Agreement, in whole or in part, at any time by providing sixty (60) days written notice to the other party when it is in the party's best interest. Spencer shall be paid his non-refundable retainer and hourly rate, if any, on work performed and expenses as specified in Section 5.2.2 up to the time of termination. Upon termination, all documents prepared or obtained under the terms of this Agreement shall be delivered to and become the property of Department.

## **Article VII Miscellaneous**

7.1 Independent Contractor. It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, Spencer is acting independently, and that Department assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Spencer pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Department. Spencer shall be entitled to control the manner and means by which his services are to be performed, subject to the terms of this Agreement. As such, Department shall not: require Spencer to complete regular oral or written reports, require Spencer to devote his full-time services to Department, or dictate Spencer's sequence of work or location (subject to office hours as discussed above) at which Spencer performs work. In the event of any lawsuit against the Department in which Spencer is named as a co-defendant for acting in the course and scope of his duties the Department will provide defense counsel for Spencer and will pay any judgments against Spencer, unless it is determined at trial that Spencer's conduct individually violated clearly established law.

7.2 Spencer agrees and acknowledges that during the existence of this Agreement, Spencer shall be entirely responsible for the liability and payment of all taxes of whatever kind, arising out of the performances in this Agreement. Other than the payments described in this Agreement, Spencer agrees and acknowledges that he shall not be entitled to any state benefit on account of the services provided hereunder.

7.3 Assignment of Agreement. Spencer may not assign this Agreement or assign or delegate any right or duty under this Agreement without prior written approval from Department.

7.4 Written Notice Delivery. Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

7.5 Spencer's Address. The address for Spencer for all purposes under this Agreement and for all notices hereunder shall be:

Warren Spencer  
200 Valley Court  
Euless, Texas 76039

**Please note that the above address is confidential in that Spencer's address is exempt from public disclosure pursuant to state laws regulating access to law enforcement officers' home addresses.**

7.6 Department's Address. The address for Department for all purposes under this Agreement and for all notices hereunder shall be:

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7.7 Conflict of Interest.

7.8 Spencer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

7.9 Prior to entering into this Agreement, Spencer is required to inform Department of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to Spencer, or may impact Spencer's objectivity in performing the contract work. If any such conflict of interest shall arise during the Agreement Period, Spencer shall immediately and fully disclose the nature and extent of the conflict to the Department and resolve the conflict to Department's satisfaction.

7.10 Taxes. This Agreement shall not be construed so as to supersede the laws of the United States or the State of Texas that accord Department, and all departments, agencies, and instrumentalities of the State of Texas exemptions from the payment(s) of all taxes of whatever kind. To the extent allowed by law, Department will provide, upon the request of Spencer, all applicable tax exemption certificates.

7.11 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

7.12 Applicable Law and Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

7.13 Amendments. This Agreement may be amended only upon written Agreement signed by the parties.

7.14 Severability/Interpretation. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.15 Compliance with Laws. Spencer and Department shall fully comply with all Federal, State, and Local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or may hereafter be amended.

*(signature page to follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Coppell**

By: \_\_\_\_\_  
Mike Land, City Manager

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Warren Spencer