

HALEY OLSON

ATTORNEYS AT LAW

Herbert S. Bristow
Blake Rasner
Charles D. Olson
Daniel A. Palmer
Shad Robinson
Craig D. Cherry
Joshua J. White
Michael W. Dixon
Brandon R. Oates
Lute S. Barber
Justin Allen
Amy Thomas

Of Counsel:
David E. Cherry
Richard J. Vander Woude

November 26, 2019

Collin County Commissioners Court
Collin County Administration Building
2300 Bloomdale Rd., Suite 4192
McKinney, TX 75071
Attention: County Administrator's Office

Re: Engagement/Legal Services Agreement

To Whom It May Concern:

This letter will confirm Haley & Olson P.C.'s ("Firm") agreement, with appreciation, to represent Collin County ("Client"). This purpose of this letter is to serve as a formal engagement letter/legal services agreement. This letter sets forth the scope of our engagement and the basis upon which the Firm will be paid for these services. Our representation and responsibility are solely to and for the benefit of the Client and not for the benefit, use, or reliance of, or by, any third party.

I. Scope of Representation

The Firm is being retained to represent Collin County on general legal matters and issues as they arise. The legal matters you may elect to assign to the Firm will be assigned to us from time to time at the discretion of the Commissioners Court or its County Administrator.

II. Confidentiality & Communication

It is understood that written and verbal communications between the Firm and Client are confidential and protected by the attorney-client privilege to the fullest extent permitted under Texas law. In order to enable us to render effectively the legal services described above, Client agrees to disclose, fully and accurately, all facts and keep the Firm informed of all developments relating to any matter within the scope of our representation. We necessarily must rely on the accuracy and completeness of the facts and information that Client and/or Client's agents or representatives provide to us. The Firm will not be responsible for independently verifying the truth and accuracy of information supplied by or on behalf of the Client to the Firm.

III. Conflicts

The Firm maintains a conflict of interest verification procedure in the ordinary course of business. Prior to accepting representation for any past, present or new client, the Firm completes a conflict check to ascertain whether there are potential conflicts of interest with regard to the matter. The Texas Rules of Professional Conduct determine whether a past or present conflict prevents us from accepting representation on any matter. At this time the Firm does not have a conflict of interest.

It is understood that the Firm reserves the right to continue to represent existing or new clients in any matter that is not substantially related to our work for the Client so long as the interests of such client(s) in those other matters are not directly adverse to the interests of the Client. The Client acknowledges that the Firm represents many governmental entities, their elected officials and organizations throughout the State of Texas and may continue to do so unless a direct adverse conflict of interest is determined to exist.

It is possible that we may, in the future, ask you to assist us in waiving a conflict that may arise. We do not ask for advance consent to a conflict, only that you be open to consideration of a reasonable request for consent. We will seek your consent only where the applicable rules of professional conduct will permit a conflict to be waived by informed consent; where we have concluded and can reasonably demonstrate that the representation at issue will not adversely affect our ability to represent the Client or the other client(s) involved, and that our obligation to protect the Client's confidential information will not be compromised.

IV. Fees & Expenses

As compensation for our services rendered and to be rendered, Client has agreed to pay reasonable attorneys' fees predicated upon the standards set forth in the State Bar Act of the State of Texas. Any legal work performed on behalf of Client will be performed on an hourly fee basis. The Firm and Client have agreed to an initial hourly rate for the work of the Firm's licensed attorneys at the negotiated hourly rate of \$225 per hour. The hourly rate set forth herein is subject to adjustment and review periodically. Our hourly rates include, but are not limited to, telephone conversations, including calls to and from Client and/or its representatives.

In addition to our hourly fees for legal services rendered by our licensed attorneys, we will bill for our expenses, including, but not limited to, postage, filing fees, document acquisition fees, court reporting fees, costs of subpoenas, expert witness fees, investigator fees, process service fees, document reproduction fees, travel expenses, mileage reimbursement at the current IRS approved rate, and long distance telephone charges.

Generally, we advance costs and expenses on an on-going basis. We will not incur an out of pocket cost or expense exceeding \$2,500.00 without the Client's prior approval. Furthermore, in the event of a significant, unusual, and/or unexpected extraordinary cost or expense, we reserve

the right to require Client to provide written assurance or confirmation of reimbursement before we incur the cost or expense on behalf of the Client.

We recognize that legal representation can be an expensive undertaking and we will strive to reach an advantageous result for the Client in the most cost-efficient manner possible. The tasks being performed on your behalf will be assigned to attorneys or support personnel with adequate levels of experience and skill in order to obtain efficient and effective performance while, at the same time, attempting to minimize the legal fees to be incurred.

The Client should expect high quality, responsive legal representation from the Firm. If the Client has any experience that does not meet its expectations, Client agrees to let the Firm know immediately so that we can address any issue that may arise.

V. Billing and Invoices

We will bill the Client monthly for legal fees and costs or expenses incurred with payment due within thirty (30) days from the date of billing. The invoices will identify the person providing the service, describe the services rendered, provide the time allocated to the services rendered, and provide a brief summary of any expenses incurred. At the direction of the Client we will provide separate billing matter numbers and/or invoices for identified major projects and bill the work to those assigned billing matter numbers as directed by the Client from time to time.

VI. Document Retention Policy

The Client's papers and property will be returned promptly upon written request. The Firm's files pertaining to the Client's representation, including lawyer work product, will be retained by the Firm. These Firm files include, for example, its administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal research. For various reasons, including the minimization of unnecessary storage expenses, the Firm reserves the right to destroy or otherwise dispose of any such documents or other materials retained by the Firm within a reasonable time after the termination of the engagement. At the conclusion of this matter, it will be the Client's obligation to advise the firm which, if any, of the Client's documents are to be returned.

VII. Disclaimer of Guarantee

In conformity with the standards of our profession, the Firm is undertaking to zealously represent the Client in all general matters for which it may be engaged. We do not guarantee a favorable outcome or make representations concerning the ultimate outcome of any matter we may undertake for our clients. It is agreed that the Client is not relying on any statements concerning potential results as a basis for retaining the Firm or for entering into this agreement.

VIII. Governing Law

This engagement letter, and the relationship between the Client and the Firm, including any dispute, shall be governed by the laws of the State of Texas. Should a proceeding in court or through arbitration be instituted to collect legal fees and costs or expenses owing to the Firm, the prevailing party shall be entitled to reasonable legal fees and other costs incurred as a result of the action or proceeding.

IX. Complaint to State Bar

The State Bar of Texas requires that we advise all clients as follows:

"The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call."

X. Complete Agreement

This engagement letter contains the entire agreement between the Client and the Firm regarding the matters described herein and supersedes any and all prior oral or written agreements. The Client warrants that it is not relying on any statements, agreements, or promises not contained in this letter.

Please review this agreement and, if any of the provisions are unclear, please call me. Assuming the provisions are clear, please execute a copy of this letter to reflect the agreement and returning a copy to my attention. The person signing below warrants and represents that he or she has the capacity to execute and is duly authorized to execute this agreement.

We appreciate this opportunity to represent Collin County. If you have any questions at any time, please feel free to contact me.

Yours very truly,

HALEY & OLSON, P.C.

Herbert S. Bristow
On behalf of Haley & Olson, P.C.

Accepted and Approved by and Effective as of DECEMBER, 20, 2019.

By: 

County Judge

By: 

County Administrator