

Michael A. Shaunessy
mshaunessy@mcginnislaw.com
512-495-6061 o
512-505-6361 f

February 23, 2017

Mr. Jeff May
County Auditor, Collin County, Texas
Collin County Administration Building
2300 Bloomdale Rd., Suite 3100
McKinney, TX 75071

Via Email

Re: Representation – Collin County Auditor Jeff May – in connection with requests for supporting documentation for payments to indigent defense counsel

Dear Jeff:

Thank you for asking McGinnis, Lochridge & Kilgore, L.L.P. (the “Firm”) to represent you in connection with the above-referenced matter. The purpose of this letter is to set out the terms under which we will represent in this matter.

Staffing/Fees for Services and Related Charges

I will be primarily responsible for this engagement. Other partners, associates and paralegals at the Firm may work on this matter with us, as we believe appropriate under the circumstances.

The firm will represent you in your capacity as Collin County Auditor in the above-referenced matter. The firm will bill our time to this matter on an hourly rate. Within our firm, I will be primarily responsible for this engagement. My direct dial number here at the office is (512) 495-6061. I may consult with and/or delegate certain tasks to other attorneys and legal assistants of this firm. My current hourly rate for 2017 is \$275.00. Associates bill at a rate of \$210.00 to \$260.00 and for our paralegals at a rate of \$155.00 to \$160.00 an hour. Our rates are subject to periodic increase. Should you require any additional services beyond this matter, a separate agreement and engagement letter shall be required.

In addition to our fees for legal services, we will charge separately for certain actual costs and expense disbursements including long distance telephone, telefax, messengers and deliveries, photocopies, computerized legal research, filing fees, travel expenses, document retrieval, computer litigation support facilities, and other similar expenses related to our work. Large expenses charged by outside firms, such as experts and court reporters, will be forwarded directly to you for payment and will expect that they are paid promptly.

From time to time we outsource some Firm operating functions to third parties who are not Firm employees and we use outside vendors who are independent contractors to conduct some of our operations. These functions include copying and duplicating, couriers and deliveries, records storage, computer hardware and software operations and systems, information technology, office operations, paralegal and clerical operations, accounting, accounts receivable collection and management, and other similar or related Firm operating functions. The individuals who perform these services for our Firm may have access to our client confidential information, and they are not employees of our Firm. Each, however, is bound by a duty of confidentiality so that their obligations to preserve confidentiality are the same as that of our own employees and lawyers.

Cooperation

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to the representation, and to fully and accurately disclose to us all facts and documents that may be relevant to the subject matter of the representation or that we may otherwise request. We ask that you also make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings and other proceedings.

Opinions

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and is not as a promise or guarantee.

Ethical Guidelines

It is our intention to vigorously represent you in this matter. While we believe that we are very aggressive lawyers, we are also very careful to follow the ethical guidelines and the local customs and practices for litigators. Obviously, if a situation ever arises where we feel that the actions being requested violate any of the local practices and customs or ethical rules, we will certainly inform you.

Billing

Each month, you will receive a bill from us that specifically sets forth all work that has been performed and the expenses that have been incurred for the month. At that time, we would encourage you to review the bills. We are conscious of attorneys' fees and expenses and will prudently try to ensure that you are billed fairly and responsibly. Should you ever have any questions or comments regarding our bill, we request that you let us know immediately so that we can have an opportunity to discuss your concerns and attempt to resolve them to your satisfaction. Unless we hear from you with a question regarding your bill, we expect you to pay any unpaid bills within ten (10) days of your receipt of the same.

Termination of Representation or Withdrawal

You may terminate our representation at any time by notifying us. Termination of our services will not affect the responsibility for payment of outstanding statements and accrued fees and related charges incurred before termination or incurred thereafter in connection with an orderly transition of the matter to other counsel.

Likewise, the Firm may withdraw from representation if you fail to fulfill your obligations under this agreement, including paying our fees and expenses as provided above, or as permitted or required under any applicable standards of professional conduct or rules of court.

Privacy Notice

In the course of our representation, we obtain nonpublic information that is provided to us. We will not disclose this information to anyone without permission, except as permitted or required by law. We maintain physical, electronic, and procedural safeguards to protect the confidentiality of your information.

Please read this letter carefully and contact me immediately if it does not accurately state the terms of our engagement by you to perform legal services. Please do not hesitate to call me with any questions.

It is my honor and pleasure to represent you. I look forward to working with you.

Sincerely,



Michael A. Shaunessy

The undersigned agrees to the terms of the Engagement Letter and Fee Agreement.

MICHALYN RAINS, COUNTY PURCHASING AGENT

BY: _____

DATE: _____