

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and Christopher L. Barnes, hereinafter referred to as "Attorney," to be effective from and after the date of execution by both parties.

### **WITNESSETH:**

**WHEREAS**, the County desires to engage the services of Attorney to assist Sheriff Jim Skinner and the Collin County Sheriff's Office. Sheriff Jim Skinner will have the authority to communicate with Attorney about the representation, to give instructions and assignments, and to receive information, advice, services, and work product from Attorney on the County's behalf and directed by the court; and

**WHEREAS**, Attorney desires to render such services for the County upon the terms and conditions provided herein;

### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Representation, Authority, Supervision, Conditions**

- 1.1 The Representation: The County engages Attorney as a Consultant to provide legal advice and services to Sheriff Jim Skinner and the Collin County Sheriff's Office. Attorney will provide at least 40 hours per week in legal services on average. Attorney will perform the services on this agreement's terms and in a timely and competent manner, exercising the same degree of care, skill, and diligence that is exercised by other licensed attorneys practicing in Texas.
- 1.2 Authority, Communication, and Supervision: Sheriff Jim Skinner will have the authority to communicate with Attorney about the representation, to give instructions and assignments, and to receive information, advice, services, and work product from Attorney on the Sheriff's behalf. Sheriff Jim Skinner will also generally monitor, and have the authority to approve, Attorney's performance, work hours, and work quality.
- 1.3 After the contract's end, the County alone will retain all information, documents, and data and Attorney work product required to be maintained as a result of the Attorney's work under this contract.
- 1.4 Location:

Attorney will principally provide legal services at the offices of the Collin County Sheriff and other locations as designated by Sheriff Jim Skinner.

1.5 Attorney-Client Privilege and Work Product:

Collin County is the client within the meaning of Rule 503(a) of the Texas Rules of Evidence, and the attorney-client privilege and work product that applies to the parties' work under this contract belong to the County. All papers and electronic and magnetic copies of documents, memoranda, contracts, and other papers formed as a result of the representation will belong to the County. Obligations regarding the attorney-client privilege and work product will survive this contract and will be governed by Texas law, the Texas Disciplinary Rules of Professional Conduct, or other applicable law and ethical rules.

1.6 No Conflicts of Interest: As of this agreement's execution, Attorney represents that he has no conflicts of interest with the County within the meaning of the Texas Disciplinary Rules of Professional Conduct.

1.7 Special Considerations:

This agreement may be terminated at any time by the Collin County Commissioners' Court upon notice to Attorney.

Attorney will notify Sheriff Jim Skinner of any potential conflicts of interest arising from his work with individuals.

The County will not reimburse Attorney for the reasonable costs of any travel associated with the representation unless preapproved by Sheriff Jim Skinner.

Attorney's work with the Sheriff will take precedence over all other work. Subject to this preference, the Attorney may represent other clients as consistent with his legal and ethical obligations, including his duty to avoid conflicts of interest, to the Sheriff. Attorney shall not charge County with any fees or expenses incurred in representing other clients, nor shall Attorney use County equipment in connection with same.

## **II. Term**

- 2.1 Attorney will commence services immediately upon execution of this agreement, or as otherwise directed in writing by Sheriff Jim Skinner, and to proceed diligently with the services to completion. This agreement will be in effect upon execution by the parties and continue in force and effect through September 30, 2017. Notwithstanding the foregoing term, either party may terminate the representation at any time, for any reason not otherwise prohibited by law.

## **III. Compensation and Method of Payment**

- 3.1 The parties agree that Attorney shall be compensated for all services provided under this agreement in the amount and manner described and set forth, the term is from the date of

execution of this agreement thru September 30, 2017. The County will pay compensation of \$62.00 per hour for hours worked. The County will pay as invoiced or billed to the extent such invoices are not disputed. The County will pay the Attorney under the Prompt Payment Act, Texas Government Code, Title 10, Subtitle F, Chapter 2251.

- 3.2 Invoices, Bills, and Records: Attorney will provide the County with invoices or bills for his services every two weeks. Sheriff Jim Skinner will also generally monitor, and have the authority to approve, the Attorney's performance, work hours, and work quality. The invoices or bills will be public information under § 552.022(a)(16) of the Government Code, except where the attorney-client provision protects the information, or where the information otherwise falls under an exception in subchapter C of chapter 552 of the Government Code.
- 3.3 Support and Incidentals: The County will provide Attorney with access to secretarial and office-support services sufficient to meet Sheriff Skinner's assignments under the agreement, but such office-support services shall not be utilized for the provision of legal services by Attorney to third parties who are not affiliated with the County.. The County may purchase and retain any books or reference materials that Sheriff Skinner may determine is helpful for the parties' work.
- 3.4 Attorney will bear the cost of paying all dues, fees, and taxes related to his law license to the State Bar of Texas and all costs of his continuing legal education during this agreement.

#### **IV. Intention as to Immunity**

- 4.1 Federal or state law governs a person's or official's entitlement to qualified, good-faith, or other immunity. In connection with Attorney's participation in official work of the County or the Collin County Sheriff's Office, it is the parties' intention that Attorney is entitled to claim qualified, good-faith, or other immunity as the law may provide.

#### **V. Consultant**

- 5.1 In the performance of the representation and subject to Section IV, Attorney will be deemed a Consultant and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

#### **VI. Agreement Termination**

- 6.1 The County may terminate this Agreement without cause upon thirty (30) days written notice to Attorney. In the event of such termination without cause, Attorney will deliver to County all finished or unfinished work product, documents, data, program database,

studies, surveys, drawings, reports, photographs, attorney work product, or other items prepared by Attorney in connection with this Agreement. The Attorney may terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this agreement, including but not limited to, compensation and method of payment. Regardless of which party initiates termination, Attorney will deliver to County all finished or unfinished work product, documents, data, program database, studies, surveys, drawings, reports, photographs or other items prepared by Attorney in connection with this agreement. Attorney will be entitled to compensation for any and all services completed to the satisfaction of the County in accordance with this Agreement before termination.

## **VII. Complete Agreement**

- 7.1 This agreement is the entire agreement by and between the parties regarding the subject matter hereof and supersedes all earlier written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and Attorney.
- 7.2 Warranties contained in this agreement are in addition to and not in lieu of, any and all other liability imposed upon the Attorney by law with respect to the Attorney's duties, obligations, and performance hereunder. Attorney's liability hereunder shall survive the County's final acceptance and payment for Attorney's services. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of Attorney's services or earlier termination of this Agreement. Attorney acknowledges that the County is relying upon Attorney's representations that he is knowledgeable and competent to provide these services.

## **VIII. Miscellaneous**

### **8.1 Paragraph Headings**

The paragraph headings are for convenience only and are not intended to define or limit the scope of any provision in this agreement.

### **8.2 Interpret Agreement Fairly**

Although this agreement is drafted by County, should any part be in dispute, the parties agree that the agreement shall not be construed more favorable for either party.

### **8.3 Venue/Governing Law**

Texas law will govern this agreement. The venue for any litigation related to this agreement will be in Collin County, Texas.

#### **8.4 Parties Bound**

The County and Attorney, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this agreement. The parties will treat a photocopy of this agreement as an original copy for all purposes.

#### **8.5 Computer, Phone, Email Account:**

The County will provide Attorney with an email account to use in his services to be provided under this agreement. Attorney will delete or transfer to the County all computer files that relate to his services provided under this agreement to the County within five business days after the end of agreement.

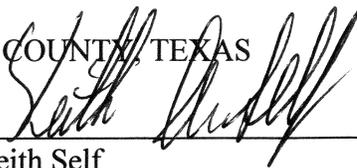
At its sole option, the County may provide Attorney with a computer, phone, or other equipment, or reimburse Attorney for expenditures on such items, if Sheriff Jim Skinner determines that it would help the parties' work. . Upon termination of this Agreement all such equipment purchased by the County will be returned and remain the property of the County

Attorney will be required to pass a criminal background check and sign the County IT policies prior to being issued any County property. Any County property issued to the agreement must be returned to the County IT Department on the last day of the term of this agreement.

At the end of term of this agreement, any issued County email and network access will be disabled unless otherwise approved by the County CIO.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 4/26/17

COLLIN COUNTY, TEXAS  
By:   
Keith Self  
County Judge

Date: May 3, 2017

Christopher L. Barnes  
By:   
Title: CHRISTOPHER BARNES