



ROSS | GANNAWAY | CLIFTON, PLLC
Attorneys at Law

July 2, 2022

VIA Email: erjohnson@collincountytexas.gov

Judge Chris Hill
Collin County Commissioners Court
Collin County Administration Building
2300 Bloomdale Rd., Suite 4192
McKinney, TX 75071

RE: Engagement of Legal Services for Civil Service/Human Resources Matters

Dear Judge Hill,

Ross | Gannaway | Clifton, PLLC (the “Firm”) is pleased and honored to have the opportunity to provide general legal advice and counsel to Collin County Commissioners Court (“Client”) on Civil Service and Human Resources matters. This letter sets out the terms of our engagement and unless we agree otherwise in writing, it will apply to services provided to Client by the Firm.

Scope of Engagement. Client will provide us with factual information and documents as necessary to perform these services, will make decisions as necessary to facilitate the rendering of our services, will be available to assist us in our representation, and will remit payment of our invoices as set out below. We will perform our professional services on Client’s behalf to the best of our ability, but we cannot, and do not, make any guarantees regarding the outcome of any matters for which you engage us. Our expressions as to a matter’s outcome is our best professional estimate only. We are compensated for the time and efforts we devote on Client’s behalf and not for any particular result.

Staffing. I will be the Firm’s supervising lawyer, and I am always available to assure your satisfaction with our professional relationship. If appropriate, other Firm lawyers and legal assistants may be used when possible to maximize legal effectiveness and time efficiency, and to minimize Client’s legal expenses.

Retainer. No retainer is required at this time.

Fees. Our hourly fees are based on the time spent by the attorney who works on the matter. I will be the lead attorney in this matter and my billing rate is \$275.00 per hour. Travel time is considered time worked and is billed accordingly. Legal Assistant work is billed out at \$75.00 an hour. The Firm reserves the right to review and adjust our billing rates on a periodic basis and will notify Client of any changes.

Other Charges. Client is responsible for all expenses incurred by the Firm on Client's behalf. These expenses include copying charges (currently \$.20 per page for black and white and \$.25 for color), postage, faxes, certain computerized research, overnight courier service, mileage, and travel costs, if any.

Technology. During the course of this engagement, both Client and the Firm will use electronic devices and internet services, including but not necessarily limited to e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, Client agrees that the benefits of using this technology outweigh the risk of accidental disclosure. To enhance the security of Client's communications, Client may wish to assure that any computer or device Client uses in communication with the Firm is password-protected and not accessible for use by any third party. Client may also elect to encrypt certain documents.

Billing Cycle. Payments will be made in accordance with VTCA Section 2251.021 Time for Payment by Government Entity. Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty (30) days of receipt. Our billing cycle normally ends on the 20th of each month. Our bills provide a description of work performed, including the name of the attorney performing the work, the date the work was performed, the time spent, the dollar amount for each time entry, and any expenses incurred on Client's behalf. If you ever have a question about a bill, or if you would like them in a different format, please let me know your concerns, and I will make every effort to resolve them to your satisfaction.

Attorney – Client Relationship. Client has the right to terminate the Firm's services at any time. Similarly, the Firm may withdraw its representation if Client fails to timely pay its invoices, fails to disclose material facts, fails to timely communicate with the Firm, or if anything else occurs that, in the Firm's judgment, impairs its ability to continue an effective attorney-client relationship.

Records - Client should retain all originals and copies of documents for its own file and, if desired, for future reference. The Firm will create and maintain a file of information and documents relating to matters for which our services have been retained. During our representation, the Firm creates "work product," which consists of things such as attorney's handwritten notes, internal memos, and legal research. Work product belongs to and will remain the property of the Firm. At the conclusion of a particular matter, the Firm will retain the files in our office and/or at an off-site location for no more than five years. Once transferred to an off-site storage facility, there will be a per request charge to retrieve them. The Firm's files will be destroyed at some point after this five-year period unless Client has specifically made other arrangements in writing to preserve some or all of the files.

Expenses for Enforcement - In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.



Severability - If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Force Majeure - No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Texas Lawyer's Creed. On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed – a Mandate for Professionalism. A copy of the Creed is available from us upon request.

If the foregoing correctly reflects the County's understanding of the terms and conditions of our engagement as the County's Special Legal Counsel, please so indicate by executing this letter in the space provided below and return it to the undersigned.

If you have questions about the terms of our representation as set forth in this letter, please let me know. If Client agrees to the terms of this letter, please have Client's authorized representative sign below and then return to me. Again, we are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



Julia Gannaway

JG@RossGannaway.Law

Writer's Direct Dial: 817.332.8512

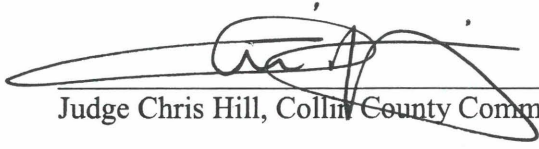


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Agreed to and accepted on behalf of Client this 1 day of August 2022.



A handwritten signature in black ink, appearing to read "Chris Hill", is written over a horizontal line. The signature is stylized and somewhat cursive.

Judge Chris Hill, Collin County Commissioners Court

