

**Contract for Professional Services between
Collin County, Texas, and Fred Smith and Roderick Kennedy**

1. **Introduction.** On behalf of the Sheriff's Office, Collin County engages attorneys Fred Smith and Roderick Kennedy to provide professional consulting services to the Sheriff's Office. In particular, the County engages them to advise and assist in the review and revision of the use-of-force, vehicle-pursuit, and related policies used in the Operations and Special Operations Bureaus.

2. **Authority.** Collin County has the authority to contract for professional services. *See, e.g.*, Local Gov't Code, Chapter 262. The Commissioners Court exempts this contract from competitive-bidding requirements under section 262.024(a)(4). *See* Tex. Att'y Gen. Op. No. JC-0136 (1999), at 4–5.

3. **Services.** Fred Smith is a licensed attorney in New Mexico and Colorado, although he has retired from the active practice of law. He served as an Assistant United States Attorney, and he trained lawyers and peace officers in various agencies, including the U.S. Dept. of Justice, the National Association of Attorneys General, the New Mexico State Bar Association, the U.S. Dept. of Energy, and the Oregon Dept. of Justice. Roderick Kennedy is a licensed attorney in New Mexico and a retired Chief Judge of the New Mexico Court of Appeals. He served as a legal advisor to the Albuquerque Police Force Review Board.

Drawing on their professional education, training, and experience, Fred Smith and Roderick Kennedy will advise and assist the Sheriff's Office in the review and revision of the use-of-force, vehicle-pursuit, and related policies used in the Operations and Special Operations Bureaus—as well as in related training. Although Fred Smith and Roderick Kennedy will not represent the County or an official or employee as an attorney in any matter, either may participate as an expert in communications with an attorney for the County that fall under the attorney-client privilege. Fred Smith and Roderick Kennedy will exercise reasonable diligence, care, and judgment in providing these services.

4. **Payment.** The County will compensate Fred Smith and Roderick Kenney for their work at \$125 per hour or \$1,000 per day (minimum 8 hours), with a meals-and-incidentals per diem of \$47/day for a full day and \$35/day for a travel day. Outside of the per diem, the County will reimburse actual expenses. Fred Smith and Roderick Kennedy will submit requests for payment in compliance with the County's paperwork requirements. Chapter 2251, Gov't Code, will govern all other aspects of billing and payment.

5. **Term.** This contract's term will start on the day the Commissioners Court approves the contract, and it will end on September 30, 2024, unless a party cancels it earlier. The parties may renew the contract for another one-year term from October 1, 2024, to September 30, 2025, by written amendment.

Regardless of this contract's start date, the County will pay Fred Smith and Roderick Kennedy for consulting services provided between September 1, 2023, and this contract's start date.

6. **Cancellation.** The County may cancel this contract for any reason with notice by email. Either Fred Smith or Roderick Kennedy may withdraw from the contract for any reason with notice by email.

7. **Other**

a. **Property, PIA Compliance, & Records Retention.** The County will retain ownership of any personal property, including papers, files (including electronic or digital files), and audio or video recordings (*e.g.*, vehicle or bodycam recordings), that it exchanges or shares as part of the performance of this contract. At the end of this contract, Fred Smith and Roderick Kennedy will promptly return, delete, or destroy any papers, files, or recordings that belong to the County and confirm this by email. As an exception, Fred

Smith or Roderick Kennedy may retain copies of papers, files, or recordings under a law or regulation that may apply to them and return, delete, or destroy them promptly after the retention period.

With respect to open-records and similar requests, the County will comply with the Texas Public Information Act, Gov't Code, Chapter 552. If the Sheriff believes that a request may implicate an interest of Fred Smith or Roderick Kennedy, then the County will notify them under section 552.305, Gov't Code, and they may comply with the Act to protect their interests. The Sheriff will make all decisions related to a public release of recordings under Texas law. *See, e.g.*, Occupations Code, Chapter 1701, Subchapter N (Body Worn Cameras), Gov't Code, Chapter 552, Subchapter C, and arts. 2.1396 and 2.32, Code of Criminal Procedure.

b. **Venue.** A court in Collin County, Texas, will have exclusive venue over a dispute or lawsuit that relates to this contract or the parties' relationship. Each party agrees not to file a claim or lawsuit in another court.

c. **Choice of Law.** Texas law will govern all claims, defenses, and other aspects of a dispute or lawsuit between the parties that relates to this contract—regardless any other choice-of-law rules.

d. **Copies.** As between the parties, a photocopy of this contract will serve as an originally signed one.

e. **Notice.**

The County may contact or notify:

Fred Smith at: fredchrissmith@earthlink.net, and

Roderick Kennedy at: brazolargo@me.com.

Fred Smith or Roderick Kennedy may contact or notify the County at:

Sheriff Jim Skinner: sheriffskinner@co.collin.tx.us and Jennifer Baxter: jbaxter@co.collin.tx.us

and

Bill Bilyeu, Collin County Administrator: bbilyeu@co.collin.tx.us.

Signatures:

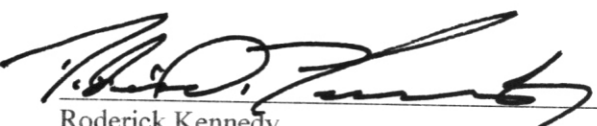
Chris Hill, County Judge, Collin County, Texas

Date



Fred Smith

1/16/2024
Date



Roderick Kennedy

1-16-24
Date