

# **BROWN & HOFMEISTER, L.L.P.**

740 East Campbell Road  
Suite 800  
Richardson, Texas 75081

Telephone: (214) 747-6100  
Telecopier: (214) 747-6111  
[www.bhlaw.net](http://www.bhlaw.net)

TERRENCE S. WELCH  
(214) 747-6104  
[twelch@bhlaw.net](mailto:twelch@bhlaw.net)

October 23, 2024

Mr. Yoon Kim  
Collin County Administrator  
2300 Bloomdale Road  
McKinney, Texas 75071

## **VIA EMAIL ONLY**

Re: Collin County Purchasing/Procurement Matters

Dear Mr. Kim:

I greatly appreciated speaking with you yesterday and am excited about the opportunity of working with Collin County on purchasing/procurement matters related to inmate telephone and related purchasing issues.

This engagement letter, if accepted, will confirm the engagement of Brown & Hofmeister, L.L.P. ("Firm"), by Collin County, subject to Commissioners Court approval, to provide the foregoing services. I appreciate your confidence in Brown & Hofmeister, L.L.P., and I will do my best to continue to merit it, and I look forward to working with you and the County.

The purpose of this letter, together with the "Standard Terms of Engagement" and the "Client Costs Advanced Schedule" attachments, is to set forth our mutual understanding with respect to the specific terms of our professional relationship. Please carefully review the two attached documents and contact me promptly should you have any questions in this regard. This letter, if accepted, together with the Standard Terms of Engagement and the Client Costs Advanced Schedule, constitutes our Agreement with you and the County ("Agreement"), under which legal services will be provided by the Firm.

### **Identity of Client**

The Firm will be advising and providing legal consulting to Collin County, Texas.

### **Nature and Scope of Representation**

I understand that the firm is being retained to provide to Collin County legal advice and services related to the procurement matter listed above.

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### **Supervision and Delegation**

Amanda Davis and I will provide the professional services performed on the County's behalf; however, on rare occasions, I may delegate selected responsibilities to other persons in the Firm when, because of special expertise, time availability or for other reasons they are in a better position to carry them out. In any event, I will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you, particularly on matters such as legal research and routine legal tasks.

### **Financial Arrangements**

The attached Standard Terms of Engagement and Client Costs Advanced Schedule, together with this letter, outline the financial terms of our engagement. My hourly rate for this engagement is \$285 an hour and the hourly rate for any associate in the Firm is \$190 an hour. In the event of meetings in McKinney, I will not bill for any travel time.

### **Acceptance of Terms**

To formalize this arrangement, please return a signed copy of this engagement letter to me when approved. The Firm and I appreciate the opportunity to be of service to you and look forward to working with you.

If anything in this letter, or the Standard Terms of Engagement or the Client Costs Advanced Schedule, is unclear or should you have any questions in this regard, please advise me promptly so that we may discuss it and reach a full understanding.

Very truly yours,



Terrence S. Welch

**AGREED AND ACCEPTED:**

**COLLIN COUNTY, TEXAS**

Signed by:  
**By:** Michelle Charnoski  
91220EADB3AE41B...  
Purchasing Agent  
**Date:** 11/7/2024

Court Order 2024-1176-11-04

c: Mr. Albert Alvarado, Firm Administrator

## **STANDARD TERMS OF LEGAL ENGAGEMENT**

This statement sets forth the standard terms of engagement as attorneys providing legal services. Unless modified in writing by mutual agreement, these terms will be an integral part of the firm's Agreement with you; therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. Please retain this statement in your file.

### **1. The Scope of Our Work**

You should have a clear understanding of the legal services we will provide, and any questions you have should be dealt with promptly. We will provide legal services related only to matters as to which we have been specifically engaged.

We will at all times provide legal services to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

### **2. Fees For Legal Services**

Our charges for legal services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those issues, and time limitations imposed by the circumstances. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rate set forth in the above letter of engagement. Although unlikely, we will notify you in writing if this fee structure needs to be modified.

### **3. Other Charges**

All out-of-pocket expenses, e.g., copying charges, travel expenses, messenger expenses and the like, incurred by us in connection with our providing legal services will be billed to you as a separate item on your monthly statement. A Client Costs Advanced Schedule is included hereinafter, which indicates the rate and terms upon which most of these items will be charged.

### **4. Billing Procedures and Terms of Payment**

The Firm agrees and understands that payments by Collin County will be made in accordance with Section 2251.021 of the Texas Government Code.

Our billing period begins on the first of the month and ends on the last day of the same month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements within the first week of the month following the latest date covered in the statement. Each statement is payable within thirty (30) days of its stated date and must be paid in U.S. Dollars.



If you have any question or disagreement about any statement that we submit to you for payment, please contact us at your earliest convenience so that we may resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate our employment upon written notice to us, and if you do, we immediately will cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our professional relationship with you at any time that payment of your account becomes delinquent. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retention of Documents

Although historically we have attempted to retain for a reasonable time copies of most documents provided to us, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. Fee Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. We will do our best to estimate fees and expenses for particular matters when asked to do so; however, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we may have little or no control, especially in litigation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost may be more or less than the amount estimated.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Collin County, Texas.

9. Questions

If you have any questions from time to time about any aspect of this Agreement, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies and we encourage an open and frank discussion of any or all of the matters mentioned in this statement.



10. 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.

11. 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.

12. 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.

13. Indemnification

To the fullest extent permitted by applicable law, Brown & Hofmeister, L.L.P. shall and does agree to indemnify, and hold harmless, Collin County of, from and against all claims, including attorney fees and court costs arising out of, caused by, or resulting from any negligent, wrongful or tortious act or omission in the performance of this agreement by Brown & Hofmeister, L.L.P.

## CLIENT COSTS ADVANCED SCHEDULE

The Firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper-intensive. Standard services such as secretarial and word processing time, file set-up and file storage are not charged; however, other expenses such as copies, delivery fees, and fax charges are billed to the client requiring those services. An explanation of the billing structure is as follows:

### Delivery Services

Outside courier service is contracted by the Firm to pick up and deliver documents to the client, as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the Firm. Overnight delivery services also are charged at the rate charged to the Firm.

### Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed including the cost of certified mail or other additional mail services.

### Copies

Our standard rate for copies made by firm personnel is \$.15 per copy. This charge covers paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the Firm.

### Fax

Fax copies will be charged at the rate of \$.25 per page.

### Travel

Attorney time spent traveling on behalf of a client is billed to the client. Hotel, meal, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

### Other Expenses

Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the Firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the Firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, PUC download fees, expert witness fees,

consultant fees, and other similar expenses. Such expenses will not be incurred without approval from the client.