



*Peter S. Vogel, PC*

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October 12, 2022

Mr. Bill Bilyeu VIA EMAIL [bbilyeu@co.collin.tx.us](mailto:bbilyeu@co.collin.tx.us)  
County Administrator  
County of Collin  
2300 Bloomdale Rd., Suite 4192  
McKinney, TX 75071

Re: Engagement Letter Agreement

Dear Bill:

Thank you for selecting Peter S. Vogel, PC (the "Firm") to represent County of Collin (the "Client") in connection with Information Technology and SaaS Contracts (the "Matter"). The purpose of this Engagement Letter and the enclosed Standard Engagement Terms (collectively, the "Agreement") is to ensure that we have a clear understanding of our working relationship going forward. Should the Client retain the Firm for subsequent matters, this Agreement will apply, and the terms and conditions of the Firm's engagement will remain the same unless otherwise communicated.

**Staffing & Fees.** I will have primary responsibility for the Matter and will utilize other Firm attorneys and paraprofessionals when it is appropriate and cost effective.

It is agreed that the Client will compensate the Firm for services, subject to the professional responsibility rules governing our practice, based on the time devoted to the Matter at the hourly rates charged by the Firm. My hourly billing rate will be \$525.

**Retainer Requirements.** The Firm's representation of the Client will not require a retainer, but in the event invoices are not paid timely a retainer may be required at a later time. These funds will remain in the Firm's trust account for the duration of the engagement, and any remaining balance will be returned to the Client promptly after termination of the representation. The Client agrees that the Firm may use any part of these funds to satisfy a delinquent payment, and to discontinue its representation until the Client forwards funds to restore the full retainer.

**Conflicts of Interest.** Based on the information provided, the Firm has determined that there are currently no conflicts of interest that prevent the Firm from working on the Matter.

**Standard Engagement Terms.** By engaging the Firm, the Client agrees to the attached Standard Engagement Terms, and acknowledges that they are fully incorporated into the Agreement



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by reference. The Standard Engagement Terms contain several important provisions, including additional billing terms, and an advance waiver of conflicts.


\* \* \*

Please confirm the Client's acceptance of this Agreement by returning a counter-signed copy to me by email or mail, or confirming your agreement by reply email. If you do not return a signed copy, but after receiving this Agreement request that the Firm perform work on the Client's behalf, the Client will be deemed to have accepted this Agreement.

Please do not hesitate to contact me if you have any questions. We look forward to working with you on the Matter.

Sincerely,

PETER S. VOGEL, PC

  
Peter S. Vogel

AGREED AND ACCEPTED:

County of Collin

DocuSigned by:  
*Michelle Chamoski*  
8195959E82F645E  
\_\_\_\_\_  
(Authorized Signature)

**Purchasing Agent**  
\_\_\_\_\_  
(Title)

10/25/2022  
\_\_\_\_\_  
(Date)

cc # 2022-1165-10-24



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### STANDARD ENGAGEMENT TERMS

**Agreement.** These Standard Engagement Terms are incorporated into the Agreement between the Firm and the Client. The Agreement, which includes these Standard Engagement Terms, will apply to all Client matters handled by the Firm unless otherwise communicated, and will control over any outside counsel or billing guidelines unless agreed to in writing by the Firm.

**Fees & Billing.** Unless otherwise agreed to in writing, the Firm's fees and costs are not contingent upon the outcome of the matters the Firm handles for the Client. Any fees and costs the Firm might have discussed previously are estimates only and the Firm cannot guarantee what fees or expenses will be necessary to resolve or to complete the matters handled by the Firm. The Firm's rates will increase annually.

The Firm will bill for costs and support services, such as photocopies, delivery service, travel, word processing, and court and filing costs. The Firm currently charges \$.15 per page for photocopies. Certain support services that involve equipment or staffing or that require payments to third parties may include additional charges that reflect the Firm's internal costs. The Client is responsible for third party costs, such as costs for consultants, appraisers, court reporters, technical support, foreign attorneys, or other parties that render services during the Firm's representation of the Client. The Firm may make arrangements to have the Client billed directly by these third parties, and the Client will pay such invoices directly to the third parties. If arrangements have not been made, the Firm may pay these third-party invoices on the Client's behalf subject to reimbursement from the Client, and may require that the Client first pay the Firm for such costs. Please note that if the Client requests the Firm to conduct electronic processing, we will charge a fee. Firm's fees associated with data processing and hosting are designed to provide lower overall cost than third party vendors for the Firm's clients and recover the Firm's cost associated with processing, hosting and managing the data, however, in some cases the Firm may make a profit for these services.

In the regular course, the Firm's invoices will be issued and sent to the Client on a monthly basis, and each month's invoice will reflect the services rendered and expenses incurred during the previous month. Payment is due promptly upon receipt. Payments will be made in accordance with VTCA Section 2251.021 Time for Payment by Government Entity.

**Advance Waiver of Conflicts.** The Client agrees that the Firm is permitted to represent other clients in matters directly adverse to the Client, including in the following categories of matters, as long as such matters are *not substantially related* to the legal services the Firm provides to the Client:

- (i) Counseling, advice, or negotiations regarding transactions, contracts, agreements, rights, or obligations, or preparation of documents;
- (ii) Arbitration, litigation, or other contested proceedings;
- (iii) Advocacy before federal, state, or local governments, or non-judicial governmental entities;
- (iv) Bankruptcy or insolvency proceedings in which the Client may have an interest; or
- (v) Evaluation of intellectual property rights, such as claim scope analysis, infringement analysis, invalidity analysis, or analysis with respect to any other statutory or non-statutory requirement, participation in connection with contested and uncontested intellectual property proceedings before the U.S. Patent and Trademark Office, or prosecution of non-interfering intellectual property rights in a related technology.

The Client also agrees that the Firm may represent adverse parties involved in matters that the Firm handles for the Client, as long as the Firm's representation of those parties is *not substantially related* to the work that the Firm performs for the Client.

**Affiliates.** Unless specifically requested by the Client and agreed to by the Firm, the Firm's representation does not extend to the Client's parent company, affiliates, subsidiaries, employees, directors, or other constituents



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("Affiliates"). Accordingly, the Firm may represent other clients in matters directly adverse to those Affiliates. If the Firm agrees to represent an Affiliate, the Client agrees that the Affiliate is bound by the Agreement, which includes these Standard Engagement Terms.

**Limitations of Liability.** Peter S. Vogel, PC is a professional corporation under the laws of Texas. This means the Client's right to recover damages in a legal malpractice action that may exceed the Firm's insurance and Firm assets is limited to the personal assets of the attorneys whose acts or omissions gave rise to the Client's claim.

**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.

**Jurisdiction and Venue.** This Agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

**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.

**Termination of Representation.** Either the Firm or the Client may terminate this Agreement at any time for any reason by written notice, subject to the applicable Rules of Professional Conduct. Unless previously terminated,

the Firm's representation of the Client shall conclude when the Firm sends its final invoice, or when more than six months have elapsed from the last time the Firm furnished legal services to the Client. After the Firm's services are complete, there might be developments or changes in laws that might affect the Client's future rights and liabilities, but the Firm does not have an obligation to continue to advise the Client about such subsequent factual or legal developments unless the Client specifically engages the Firm to do so.

**Data Management & Disposition of Records.** Pursuant to the Firm's document retention policy and Rules of Professional Conduct, the Firm may retain the files pertaining to the matters handled by the Firm for a minimum of 10 years following the conclusion of any such matter. After that time, the Firm reserves the right to dispose of file materials without further notice, other than certain original trust and estate planning documents. Upon the Client's reasonable request, the Firm will provide such portions of these file materials as required by the applicable Rules of Professional Conduct or other legal requirements. Unless applicable law requires an earlier return, the Firm may retain such file material pending receipt of payment of any outstanding fees or costs. The Firm reserves the right to retain a copy of the Client's files.

In addition to our information governance policies, the Firm manages your information in accordance with its data protection policies, which are fully incorporated into the Agreement and located at [www.vogelitlaw.com/clientprivacy](http://www.vogelitlaw.com/clientprivacy)

**Communication.** The Client will keep the Firm informed of developments that may affect the Firm's representation of the Client as soon as the Client becomes aware, and will be available when the Firm needs to consult with the Client. The Firm might express opinions or beliefs concerning the Firm's services and the results that might be anticipated based upon information known to the Firm at the time, but any such statement is an expression of opinion only and is not a promise or guarantee of results. The Client agrees that the Firm may communicate with the Client by email on an unencrypted basis.



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**Information Distribution.** The Client agrees that the Firm may send information about the Firm or legal matters of interest by email or other means. The Client also agrees that the Firm may list the Client on publicly disclosed lists and other materials as a client that the Firm represents.

**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.



**THE TEXAS LAWYER'S CREED –  
A MANDATE FOR PROFESSIONALISM**

**BY ORDER OF THE SUPREME COURT AND THE COURT OF CRIMINAL APPEALS.**

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

**I. OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. There, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

**II. LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

**III. LAWYER TO LAWYER**

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.



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4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

### IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against the unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.