

12801 N. Central Expressway
Suite 1700
Dallas, TX 75243



Banowsky, P.C.

Phone: (214) 871-1300
Facsimile: (214) 871-0038
www.banowsky.com

October 20, 2022

**ATTORNEY/CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL**

VIA E-MAIL

Michelle Charnoski
Purchasing Agent
2300 Bloomdale Rd., Ste. 3160
McKinney, TX 75071

Dear Ms. Charnoski:

This letter confirms that the County has engaged Banowsky, P.C. to render legal services and represent it from time to time as requested by the County. This letter is intended to confirm certain accounting and administrative practices we employ and to confirm the terms of the engagement. We have agreed to charge, and the County has agreed to pay, a reduced hourly rate of \$225.00 per hour for shareholders and \$100.00-\$200.00 per hour for paralegals and/or associates. The County has also agreed to pay all disbursements and expenses associated with this representation, including, but not limited to, the fees for any mediation, computer-aided research, expert witnesses, meals, travel, copying, long distance telephone, messenger, courier services, and the like.

Statements for fees and expenses will be forwarded monthly and are payable upon receipt. Certain expenses and disbursements may be billed directly to the County or be billed separately from our regular statement if significant in amount. The County has agreed to promptly pay those disbursements and expenses.

Additional Terms and Conditions

- Payments will be made in accordance with VTCA Section 2251.021 Time for Payment by Government Entity.
- Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
- The Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

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

Please sign a copy of this letter below to further memorialize the terms of our engagement and return it to us. If you have any questions or concerns, do not hesitate to call. We look forward to our continued relationship with the County.

Best Regards,


Baxter W. Banowsky
President

AGREED TO AND ACCEPTED:

COLLIN COUNTY, TEXAS

DocuSigned by:


Michelle Charnoski

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By: Michelle Charnoski
Purchasing Agent

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