

## ATTORNEY'S ENGAGEMENT CONTRACT

This is an agreement between the Siebman Law, LLP (hereinafter called "Law Firm"), and the Collin County Auditor (hereinafter called "Client" or "You"), by which Client engages Law Firm and any successor firm to perform professional services on Client's behalf, and Client agrees to pay Law Firm a reasonable fee for those services.

1) **CLIENT AND ENGAGEMENT DEFINED.** "Client" as used in this agreement means the Collin County Auditor, Auditor's Office, 2300 Bloomdale Rd., Suite 3100, McKinney, Texas 75071; 972-548-4643; lriggs@co.collin.tx.us. This engagement pertains to representation in connection with matters involving the Harris County District Court Pro Tem Fee Order and the Court of Criminal Appeals Pro Tem Fee filings. Law Firm is not obligated to represent Client in other matters, but if it does so without a separate engagement contract, the terms of this contract shall apply. Law Firm is not obligated to represent client in other matters unless it agrees to do so in a writing signed by Bryan Burg, Carol Siebman or Elvin E. Smith, III (hereinafter collectively referred to as "Partners").

2) **LAW FIRM'S OBLIGATION TO CLIENT.** Your legal matter is important to You and to Law Firm. The professional services Law Firm offers are our time, effort, professional skill, experience, and judgment. While you will be provided with copies of written materials, most of our services on your behalf will be performed in your absence. These services include such items as office and telephone conferences, court appearances, research, drafting pleadings, negotiations, trial preparation, and contact with other attorneys, court personnel or governmental agents. You agree to carefully read all documents or other materials that are sent to you by Law Firm, including but not limited to fee invoices sent to you, in order to keep up with the activities being conducted on your behalf. You understand and agree that you are hiring Law Firm, and not one attorney. Accordingly, Law Firm reserves the right to designate who will be the responsible attorney to perform services on your behalf, and whether more than one attorney will participate. **LAW FIRM CANNOT AND DOES NOT GUARANTEE THE OUTCOME OF YOUR MATTERS.**

3) **CLIENT'S OBLIGATION.** You promise to timely pay to Law Firm a reasonable fee for its services and to reimburse Law Firm for all reasonable expenses incurred in your representation as further described below. You promise to honor the provisions of this agreement regarding payment; to keep Law Firm informed of any change in your physical and mailing addresses, telephone numbers, email address, employment, and general circumstances, and to promptly complete and return all requested worksheets and documents. You agree to disclose all facts, good and bad, concerning your case, and to cooperate in dealing with Law Firm's attorneys and staff. Law Firm reserves the right to withdraw from representing You if you misrepresent or fail to disclose material facts; if You do not make timely payments required by this agreement; if You fail to take the advice of Law Firm and Law Firm determines, in its sole discretion, that this failure undermines the attorney-client relationship; if You otherwise breach this Agreement; or as otherwise may be allowed under the Texas Code of Professional Responsibility governing the conduct of attorneys in Texas.

4) **ATTORNEY FEES & EXPENSES.** Our fees and billing procedures are commonly accepted ones and are generally based upon the time and expenses involved. You agree to pay a reasonable fee for professional services. The fee is not a fixed fee because we cannot know at the outset the difficulty of the services to be performed or the time required. Even when the dollar amount involved is not substantial, or the legal issues unique, emotions may become so intense as to require unusual time and effort by Law Firm. The conduct of other parties, their attorneys, government agents and other entities/individuals, as well as court dockets and case management procedures can increase attorney fees in ways that are not readily foreseeable, and which are beyond the control of Law Firm.

5) **RATES.** The initial hourly rate to be charged in this matter is \$350.00 for Partner's time, \$250.00 for Associate Attorney's time and \$100.00 per hour for Paralegals. Monthly statements, generally based upon time expended for certain tasks multiplied by the applicable hourly rates.

6) **RETAINER.** A replenishing retainer in the amount of \$-0- is required before Law Firm is obligated to take any action on behalf of Client. All invoices will be paid from this retainer upon mailing an invoice to Client's last known address. Client shall pay to Law Firm an amount equal to the invoice immediately upon receipt, but in no event later than twenty (20) days after the date the invoice is mailed, so as to replenish the retainer account and maintain a \$-0- balance. Any unearned funds remaining in the account at the end of the matter after all outstanding fees and expenses are paid will be returned to Client.

7) **EXPENSES.** You agree to pay "expenses" in your case. Expenses include but are not limited to such items as filing and service fees, telecommunication expenses, travel expenses, depositions, transcripts, witness fees, videographers, photocopying, postage, delivery fees and fees of other professionals. Internal photocopies are currently charged at the rate of .10 cents per copy and outside copy charges passed through without a surcharge. Expenses are in addition to your attorney fees and are itemized on your monthly statement. You authorize Law Firm to secure at your expense the services of court reporters and experts such as consultants and appraisers, if necessary, for the preparation of your case. You agree to pay such expenses directly, in advance, if Law Firm requests you to do so and/or directly to the persons or companies providing those services. If these are paid by Law Firm, they will be reimbursed immediately upon request. You should anticipate that Law Firm will request that you pay in advance all actual out of pocket expenses payable to third parties except for charges that are de minimis in amount. You agree that Law Firm's payment of an expense on one occasion does not obligate Law Firm to make such payments in the future.

8) **FEE DISPUTES.** If you disagree with the amount of the fee, please notify the attorney primarily handling your matter and send our bookkeeper written notice within twenty (20) days of the date on your statement. Your notice should state what you believe is erroneous or otherwise objectionable. You agree to pay all items on the statement that are not objected to by you. We will review with you the professional services performed on your behalf and work to amicably resolve any dispute. If no such written notice of a dispute is given in the allotted time period, it is agreed that the fee is reasonable, the invoice accurate and you waive any and all objections you might have

about the fee. Please review the statement promptly and carefully so any possible issues can be resolved timely. It is our desire to try to resolve all reasonable issues regarding our billing statements in a way that is mutually agreeable.

9) **COMMUNICATION.** Siebman Law, LLP, strives to provide quality legal services for a reasonable fee and urges you to discuss your needs with us openly throughout the course of this matter. Many unsatisfactory and unpleasant experiences between an attorney and client are the result of poor communication and misunderstandings. Please help us keep the lines of communication open by offering input whenever you think it might be helpful. **Any issue of importance should be communicated to us in writing, and confirmed orally to avoid misunderstandings. Law Firm is authorized to communicate fully about your matter with the Collin County Commissioners Court and their Counsel.**

10) **REQUIRED NOTICE OF GRIEVANCE PROCEDURES AND TEXAS LAWYERS CREED.** Pursuant to Texas law, Texas attorneys are required to advise clients that the State Bar of Texas investigates and prosecutes attorney misconduct by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. The phone number is 1-800-392-1900. Because lawyers admitted to practice in Texas will be working on this engagement, the Texas Supreme Court requires us to advise our clients of the contents of the Texas Lawyer's Creed, which is available at the State Bar of Texas website: <http://www.texasbar.com/AM/PrinterTemplate.cfm?Section=EthicsResources>. If you are unable to access this website or would like a copy of the Texas Lawyer's Creed, please let us know and we will provide a copy to you.

11) **REPRESENTATION WILL TERMINATE.** Unless previously terminated, Law Firm's representation of client will terminate when we send the final statement for services rendered in this matter. In addition to any confidentiality obligations imposed on Law Firm by law or other applicable rules, Law Firm will not disclose to third parties, nor use for any purpose other than the proper fulfillment of Law Firm's representation in this matter, any confidential information received from client in any form without client's prior written permission. At the conclusion of this matter, or earlier if appropriate, please advise Law Firm as to which, if any, documents client wishes us to return to client. Law Firm may also keep copies for its records and/or may retain or dispose of any remaining documents (or other materials subject to any Protective Order or other Court order) in accordance with Law Firm's record retention policy then in effect. **Client agrees to retrieve from Law Firm any original documents Client contends are in Law Firm's possession, and which Client desires to preserve, within thirty (30) days of the end of Law Firm's representation.**

12) **NO ONGOING FUTURE OBLIGATIONS.** Client is engaging Law Firm to provide legal services in connection with the matters referenced above. After the completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon client's future rights and liabilities. Unless client engages us to provide additional advice on issues arising from the matter, Law Firm will have no continuing obligation to advise client with respect to future legal developments. Further, unless client and Law Firm agree in writing to the contrary, Law Firm will not monitor renewal or notice dates or other deadlines for this matter following the termination

or completion of this engagement.

13) **NO GUARANTEES REGARDING OUTCOME.** It is important that client understand that Law Firm cannot make and has not made any guarantee regarding the outcome of this representation. Nothing in this agreement and no statement by Siebman Law, LLP's staff or attorneys constitutes a promise as to results, or a guarantee. Any statements by Law Firm about the outcome of litigation or other legal proceedings are expressions of opinions only.

14) **ADDITIONAL TERMS AND CONDITIONS:**

1. Payments will be made in accordance with VTCA Section 2251.021 Time for Payment by Government Entity.
2. To the fullest extent allowed by law, Law Firm shall defend, indemnify, and hold harmless Collin County from any third-party claim or action.
3. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
4. The Law Firm shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.
5. 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.
6. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.
7. 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.
8. 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.

**READ THIS FEE AGREEMENT CAREFULLY AND RETAIN A COPY. ASK ANY QUESTIONS CONCERNING THIS AGREEMENT BEFORE SIGNING IT. YOUR SIGNATURE ACKNOWLEDGES YOU UNDERSTAND THE BASIS OF THE FEE FOR PROFESSIONAL SERVICES AND AGREE TO ALL TERMS OF THIS AGREEMENT.**

Thank you for choosing Siebman Law, LLP to assist you in this important matter. We are honored by that decision.

**SIEBMAN LAW, LLP**

By: 

Bryan H. Burg  
State Bar No. 03374500  
[bryanburg@siebman.com](mailto:bryanburg@siebman.com)  
Elvin E. Smith, III  
State Bar No. 00784995  
[elvinsmith@siebman.com](mailto:elvinsmith@siebman.com)

4949 Hedgcoxe Road, Suite 230  
Plano, Texas 75024  
Tel: (214) 387-9100  
Fax: (214) 387-9125  
&/or  
Federal Courthouse Square  
300 N. Travis  
Sherman, Texas 75090  
Tel: (903) 870-0070  
Fax: (903) 870-0066

**CLIENT:**



**Collin County Purchasing Agent**

Executed this 8 day of December, 2023

CO# 2023-1189-12-04