

December 5, 2024

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The Chapman Firm PLLC
3410 Far West Boulevard
Suite 210
Austin, Texas 78731
PHONE: 512.872.3840
FAX: 512.879.9033
chapmanfirmtx.com

December 5, 2024

Via e-mail

City of Bastrop
c/o Jimmie Campbell
1311 Chestnut Street
Bastrop, Texas 78602
jcampbell@cityofbastrop.org

Re: Engagement Letter

Dear Ms. Campbell,

This letter sets out the agreement by which The Chapman Firm, PLLC (the “Firm”) will be compensated for legal services performed at the request of City of Bastrop (“Client”). It further provides information regarding the Firm’s billing policies and procedures in connection with this representation. The terms of this engagement between the Firm and Client are set forth below.

By execution of this agreement, Client is engaging the Firm to represent Client’s interests with regard to general matters, as requested by Client. For such general representation, the Firm will bill Client under a general matter number. As of the date of this agreement, Client has requested the Firm also represent it in the following specific matters, which will be billed separately:

- a) Landmark Structures
- b) Bar Constructors
- c) KSA Engineers
- d) WWTP – CMAR

For any future representations regarding other specific matters, the Firm will coordinate with Client to open specific matters for invoicing and accounting purposes as needed. In such a case, this Agreement will be extended to cover such representation, and the Firm will be compensated for services performed as set forth herein. The Firm may, in its sole discretion, decline representation of Client in other matters for any reason, and representation is contingent upon verification that the Firm does not have a conflict of interest.

For any representation undertaken in accordance with this agreement, the Firm will be compensated at its reduced hourly rates for actual time spent by the Firm’s attorneys and paralegals, plus expenses incurred in the representation. The Firm’s current rate schedule, adjusted annually, and a copy of our Standard Billing and Retention Policy are attached and incorporated as part of this agreement. The Firm’s billing rates are evaluated and adjusted each January. Should a rate adjustment be made during the course of this representation, the Firm will notify Client in writing prior to any adjustment. Any matters for which Client seeks an alternative billing arrangement for the provision of legal services

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such as monthly retention agreements, flat fees, contingency, or the like, will be governed under separate written agreement between Client and the Firm.

Billings will be rendered on a monthly basis and are due and payable upon receipt. Time billings will include a narrative description of the services by timekeepers and the time spent to the nearest 1/10th of an hour. Expenses smaller than \$250 will be itemized and include filing fees, delivery charges, travel costs, document production costs, secretarial overtime, expert witness fees and costs, court reporter fees, or any other reasonable out-of-pocket expenses incurred in connection with the representation. For all expenses in excess of \$250, the Firm will transmit invoices reflecting said charges to Client to be paid directly. If your matter necessitates the review of a significant volume of documents or communications, the Firm will use its discretion to utilize one or more third-party e-discovery platforms to provide efficient and cost-effective representation. The cost of any such platform will be itemized and included on Firm invoices.

The Firm shall have the right to withdraw from representation (including representation in litigation) in the event the Clients fail to honor the terms of this engagement agreement. Client further acknowledges that this agreement covers only services relating to the above referenced matter and the firm is not undertaking to represent Client in any other matters.

Finally, I have attached hereto a copy of the Texas Lawyers Creed, which has been promulgated by the Texas Supreme Court. By executing this Agreement, Client commits to supporting our Firm and abiding by this Agreement. Upon execution, please return a copy to my office for our files.

Sincerely,

THE CHAPMAN FIRM, PLLC

BY: _____


Jeffrey S. Chapman

JSC:sal
Enclosures

AGREED:

City of Bastrop

By: _____
Sylvia Carrillo-Trevino, City Manager

THE CHAPMAN FIRM, PLLC

**2024 FEE SCHEDULE
Reduced Billing Rates**

PARTNERS

Jeffrey S. Chapman	\$450.00
Erik G. Moskowitz	\$420.00
Jerry Negrete	\$385.00
Tiffany N. Leal	\$385.00

SENIOR COUNSEL

Sarah E. Scott	\$360.00
Kavita Gupta	\$355.00
Kerrie M. Taylor	\$350.00

OTHER

Senior Paralegal	\$190.00
Paralegal	\$150.00



BILLING/FILE RETENTION POLICIES

We are pleased to have the opportunity to be of service to you. The following is a brief explanation of our standard billing and file retention policies. Any deviation from these standard policies should be confirmed by a separate engagement letter.

FEES: Our fees will be based primarily on the amount of time spent by lawyers and legal assistants, and in some instances, by law and document clerks, subject to certain adjustments. Each lawyer and legal assistant in our firm has an hourly rate, and the rate multiplied by the number of hours spent on a project is the initial basis for determining our fee. Our standard rates for lawyers currently range from \$285.00 to \$500.00 per hour, depending primarily on the particular lawyer's experience and expertise. Our standard rate for Legal Assistants or Paralegals is currently \$190.00 per hour. We review and adjust our general schedule of rates on a periodic basis.

DISBURSEMENTS: We will bill for disbursements and charges made on your account. The disbursements and charges include items incurred and paid by us on your behalf, such as postage, filing fees, delivery charges, telex or telecopy charges, travel, photocopying, secretarial overtime, if necessary, and use of other service providers such as printers or experts, if needed. In litigation matters we also include payments made by us for process servers, court reporters, witness fees and so on. Charges for materials or services provided by third parties will be charged to you at the actual cost without any mark up. If these charges exceed \$250, the third-party invoice will be forwarded to you for direct payment.

BILLING: Generally, our bills will cover services through the end of the month and all disbursements recorded as of the date of the fee statement. We will bill on a monthly basis unless other arrangements are made. Bills are due and payable upon receipt. We reserve the right to suspend our services and/or withdraw from representation in the event we are not timely paid. On litigation matters we may require you to pay a security deposit to secure payment of our fees and disbursements.

FILE RETENTION POLICY: Our office strives to maintain all documents in digital (paperless) format. During our representation of you, we will be sending you copies of contracts, pleadings, letters, notices, and other material which we believe you should review. These copies shall be sent to you in digital format, for ease of retention and portability.

During the course of your case or representation, you may be required to provide to us original documents such as tax records, expense records, bank records, computer records, deeds, etc. We will copy and return the original to you within sixty (60) days of receipt, unless the original documents are necessary for purposes of litigation, arbitration or other similar type matter. In such event, we will hold these records for you during the pendency of your case, not to exceed six (6) months after conclusion of the matter. At the conclusion of the case, we will contact you and make arrangements for the return of all original records you provided. It is your responsibility to secure the return of your records. If arrangements are not made for the return of your records within six (6) months following the conclusion of your case, they may be stored with the closed file. Subject to the Firm's guidelines for file retention, the balance of your file, those materials created and compiled by the Firm during the Firm's representation of you/your company, may be retained for a period of six (6) years from the date of file closure. After the file has been closed for six (6) years, all documents in the file will then be destroyed.

If you want a copy of your file at any time, we shall deliver it to you in the same format in which the file is maintained in our office. If you desire paper copies of files or data which we have solely maintained in digital format, we will either provide you the digital copies as well as making you the paper copies at an additional expense, or cooperate in delivering your digital file to a copy or printing service of your choice so that your selected copies may be made at your expense.

Again, we at The Chapman Firm, PLLC, thank you for the opportunity to represent you. Please do not hesitate to contact us if you have any questions about our policies.

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

**Promulgated by The Supreme Court of Texas and
the Court of Criminal Appeals November 7, 1989**

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. Therefore, "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.
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 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.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.