

January 26, 2024

*Via Email:* [cezech@rampagelaw.com](mailto:cezech@rampagelaw.com)

Charles E. Zech  
Denton Navarro Rodriguez Bernal Santee & Zech, PC  
2500 W. William Cannon Drive, Suite 609  
Austin, Texas 78745

Re: Legal representation

Dear Mr. Zech:

We are pleased that the City of Pflugerville (the “City”) has requested Cokinos | Young to provide legal services to it and thank you for the opportunity to serve the City. The purpose of this letter is to set forth the scope of our engagement as legal counsel to the City, to confirm that we are in mutual agreement with respect to the same, to set forth the financial arrangements pursuant to our engagement, and to verify the City’s approval of such financial arrangements as follows:

1. Scope of engagement. The firm will perform those legal services which the City requests that it perform; however, it is our understanding that the City is presently engaging the firm to represent it in construction matters.
2. Fees and Hourly Rates. Our billing practice is to charge for our services based primarily on the amount of time devoted to a matter at hourly rates for the particular professional involved. These hourly rates are based upon experience, expertise, and standing. Our current regular rates for attorneys vary by attorney, and the hourly fee charged for a particular attorney is available upon request. The hourly rate for partner Stephanie H. Cook is \$525, my hourly rate for associate attorney is \$375 and paralegal hourly rate is \$185. We reserve the right to adjust our billing rates from time to time without advance notice. If at any time you or the City have a question concerning billing, you should feel free to contact me for clarification. We believe our hourly rates are comparable with rates charged for the same kinds of work by lawyers or other professionals of similar experience, expertise and standing. We try to use associate, law clerk, and paralegal support on projects where possible.
3. Disbursements. The performance of legal services involves costs and expenses that the City will either pay directly or for which the City will reimburse us should we pay these costs and expenses on its behalf. In the normal course of our work, we

will bill the City for smaller expense items, such as filing fees, computerized research, postage, long distance telephone charges, copying charges, recording fees, messenger services, service of process, court fees, field expenses (i.e., mileage, meals, parking, lodging, etc.), staff overtime, word processing charges, and other charges and expenses. In circumstances involving any substantial expenditures involving outside vendors such as depositions, exhibit preparation, or air fare (or substantial costs such as extended field expenses), we will require that the City advance those sums to us before we expend them or we may require that the City directly reimburse the vendor.

4. Monthly statements and payment terms. Our practice is to send a monthly statement for services rendered and for disbursements incurred for our client's account during the previous month. The detail in the monthly statements will inform the City of both the nature of the work and of the fees and disbursements being incurred. Our fee structure is based upon the premise that all statements are due and payable upon receipt, but in any event, no later than thirty (30) days thereafter. We reserve the right to charge at the rate of ten percent (10%) percent per annum a monthly late payment fee computed from thirty (30) days after issuance date until paid.

We do our best to see that our clients are satisfied, not only with our service, but also with the reasonableness of the fees charged and the disbursements charged for those services. Therefore, if you or the City have any question about a statement or the basis for our fee, you should raise it promptly for discussion.

5. Withdrawal from representation. The attorney-client relationship is one of mutual trust and confidence. If you or the City have any question at all about the provisions of this fee agreement, we invite your inquiries. We encourage our clients to inquire about any matters relating to our fee agreements or monthly statements that are in any way unclear or appear unsatisfactory. If the City does not meet its obligation of timely payment under this agreement, we reserve the right to withdraw from representation on that basis alone, subject, of course, to any required judicial or administrative approval. Upon termination, however, the City will remain liable for any unpaid costs and fees.
6. Arbitration. While we look forward to a mutually enjoyable relationship with the City, as you know, one of the jobs of a lawyer is to provide for the unanticipated. Accordingly, should any dispute connected with this Agreement (including but not limited to the services performed by any attorney under this Agreement) arise between us, we mutually agree that such dispute will be subject to binding arbitration pursuant to the American Arbitration Association Rules for Commercial Arbitration, with venue in Houston, Texas, that such arbitrator(s) may award reasonable attorney's fees to the prevailing party in such proceeding. The City hereby acknowledges that it is aware of the fact that by agreeing to arbitrate, the City waives any right it has to a court or jury trial.

7. Retainer. It is the firm's policy to require a retainer before commencing work on any matter. We are waiving any retainer requirement.

We will render monthly statements showing our charges for professional services and related disbursements and costs. Each statement must be paid in full within thirty (30) days. At the end of our representation, whether at end of the matter for which we are being retained or pursuant to this Agreement, any balance remaining in the retainer will be refunded. In the meantime, in the event a monthly statement is not paid in full as and when received, then we shall have the option, but not the obligation, to apply the retainer to the charges, costs and disbursements incurred. We also reserve the right to require you to provide an additional retainer, either in the same amount or a greater amount, depending on the scope of anticipated services, and you agree to provide such additional retainer. As stated, all fees for legal services, as well as charges, costs, and disbursements, shall be due and payable directly by you upon receipt of each monthly statement, and we specifically reserve the right to withdraw from representation described in this letter and to immediately cease performing services if we do not receive full payment of any amounts to us within thirty (30) days of our statement.

8. Future Services. The above agreement will also apply to services rendered for such future matters that we mutually agree will be handled by the firm.

9. Waiver of Conflict. As I have discussed with you and the City, we typically represent general contractors in our practice. We have confirmed that a few of our contractors do business with City of Pflugerville. Although those business relationships have not created any disputes of which we are aware, potentially, a conflict of interest between our firm and City of Pflugerville could arise if one of our clients ends up in a dispute with City of Pflugerville. While we all hope this does not occur, it is a real possibility. We have agreed that I, along with any other persons working on behalf of City of Pflugerville, will not be involved in any matter which could potentially be adverse to City of Pflugerville. In exchange for staying out of any relationship between City of Pflugerville and any of our other (non-City of Pflugerville) clients, City of Pflugerville agrees to, and by this agreement, waives, relinquishes and releases, any conflict with regard to any matter between our clients and City of Pflugerville. To the extent any of our clients end up in an adverse relationship with City of Pflugerville, I will not be in anyway involved, nor will I be made aware of what circumstances or issues exist, and you agree Cokinos|Young shall not be conflicted in representing our clients in future matters adverse to City of Pflugerville, on account of our representing City of Pflugerville in this matter. While I may not be involved, other attorneys at our firm could represent our clients in future matters adverse to City of Pflugerville. The point of this waiver by City of Pflugerville is to allow our firm to continue representing the clients we typically represent, even if adverse to City of Pflugerville.

If this letter correctly sets forth the understanding of the scope of the services to be rendered to the City by Cokinos | Young, and if the terms of this engagement are satisfactory, please execute

the enclosed copy of this letter and return it to us. If the scope of the services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory, please let us know in writing in order that we can discuss either aspect.

We look forward to working with the City and thank you once again for the opportunity to serve you.

Respectfully,

/s/Stephanie H. Cook  
Stephanie H. Cook

I have read the foregoing and agree to and accept the above terms and conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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Sereniah Breland, City Manager  
City of Pflugerville