

REPLY TO THE SAN ANTONIO OFFICE  
8620 N. New Braunfels, #N416  
San Antonio, TX 78217  
210-338-7348 Office  
210-265-6441 Direct

November 9, 2021

Mr. Robert Camareno  
City Manager  
City of New Braunfels  
424 S. Castell Avenue  
New Braunfels, Texas 78130

Re: Engagement Letter for the City of New Braunfels Litigation and Dispute with Yantis Corporation on the North Tributary Project; Cause No. C2014-0522A: *Y.C. Partners Ltd. d/b/a Yantis Company v. The City of New Braunfels v. C3Environment Specialties, LP and Halff Associates, Inc.*; In the 22<sup>nd</sup> Judicial District Court of Comal County, Texas

Dear Mr. Camareno:

We are grateful to have the opportunity to represent The City of New Braunfels (“Client”) in the above-referenced matter. We are required by our professional liability insurer to obtain signed fee agreements from all clients. I apologize in advance for the formal tone of this letter, but I find this format to be more clear and concise.

This letter describes the basis on which my firm will provide legal services to The City of New Braunfels and bill for those services.

If this letter of engagement is acceptable to The City of New Braunfels, please confirm by returning a properly authorized signed copy of this letter.

### **Terms of Engagement**

The most important point of this letter is that I will do my utmost to serve The City of New Braunfels effectively. I will strive to represent The City of New Braunfels’s interests vigorously and efficiently. I will have primary responsibility for The City of New Braunfels’s representation, but will utilize the services of other attorneys and legal assistants in the best exercise of my professional judgment.

Certain defined terms are included in the body of this letter, and additional terms are contained in the attached document, entitled Exhibit “A” to the Engagement Letter. The

engagement of Resnick & Louis, PC (“Firm”) is limited to representation of City of New Braunfels in connection with the above referenced litigation and dispute with Yantis Corporation (“Yantis”) on the North Tributary Project. Unless otherwise expressly and specifically agreed, Resnick & Louis, PC is only responsible for rendering legal advice in connection with this matter. A separate engagement letter must be completed for other matters on which we are consulted. We are not responsible for rendering other forms of specialized professional advice, such as professional advice on tax and accounting issues or other non-legal issues.

It is expressly agreed that authorization from the City Manager under this agreement is for Resnick & Louis, PC to perform legal services up to a maximum total invoice/cost of \$25,000.00. Should additional legal services need to be provided in this matter beyond the cost limit of \$25,000.00, or reasonably foreseen to exceed the cost limit, the City Council of the City of New Braunfels will have to authorize the engagement and affirm this Agreement beyond the stated \$25,000.00 invoice/cost limit. Upon such affirmation and authorization by the City Council of the City of New Braunfels, Resnick & Louis, PC will continue to provide services pursuant to the remaining terms of this engagement agreement.

### **Our Legal Fees and Costs**

My hourly rate in this matter will be \$275/hour. During the course of this matter, it may become necessary to obtain the assistance of other attorneys and counsel in our office, and their rates will be as follows: Partners - \$275/hour; Associates range from \$225/hour for the more experienced, to \$175/hour for up to five years of experience; Paralegal services - \$120/hour; and Legal Assistant services for providing special assistance on drafting of legal documents are \$95/hour. Rates for other members of the Firm will be determined as needed and requested, and will be cleared in advance with the Client. We reserve the right to have other members of our Firm participate and assist in rendering advice for the client on any matter, as reasonably necessary and appropriate, and billing rates will be established in accordance with the above.

Legal fees and costs are difficult to estimate. From time-to-time, we may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with a matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances; and therefore, our actual fees and other charges may vary from such estimates.

It is expressly understood that payment of the Firm’s fees and costs is in no way contingent on the ultimate outcome of any matter. All fees and costs associated with any matter will be paid by Client within thirty (30) days of invoice, including without limitation: copy costs; messenger fees; court reporter charges; consultant’s fees; expert witness fees, visual aids; visual presentations; mock trials; all travel expenses, including air, hotel, meals and ground transportation; LEXIS-NEXIS or other outside computerized research; filing fees; records services charges; and any other costs necessary to resolve or complete any matter. Client is responsible for direct payment to any outside vendor immediately upon receipt of the bill.

At present, a retainer is not required of the City of New Braunfels. However, the Firm reserves the right to require and to adjust the amount of a retainer to secure payment of the fees and costs incurred on Client's behalf in connection with any matter. The amount of any retainer is to be discussed and resolved at the time legal advice is requested on a specific matter. Additionally, for the Firm's engagement in connection with litigation matters, we reserve the right to withdraw if fees are not timely paid and if a deposit sufficient to cover estimated trial preparation and participation is not posted with the Firm at least three (3) months in advance of any scheduled mediation or trial date. In instances for which there is a required retainer, the Firm will bill against the retainer, and will require that it be replenished monthly to the required amount in order to continue with our services. If the retainer is not replenished, the Firm reserves the right to terminate this engagement. If the engagement terminates while a positive balance remains in the retainer account, any such balance remaining after applying it to the satisfaction of the Clients' obligation hereunder to pay outstanding fees and expenses shall be remitted to the Client. If the balance of the retainer is insufficient to cover the outstanding fees, the Client shall remain responsible for the balance owed on such invoices after any draw against the retainer.

Client further agrees and authorizes the Firm to arrange for payment into the Firm's trust account the full amount of any funds Client becomes entitled to receive in connection with the Firm's services on any legal matter undertaken by the Firm for the Client, including any funds arising out of any privately negotiated settlement, mediation, arbitration, trial or final judgment, such funds to be applied first to the satisfaction of the Client's obligation to pay attorney fees and costs due to the Firm in accordance with this engagement, and the balance thereof to be remitted to the Client.

### **Conflicts of Interest**

Before accepting the engagement, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar the Firm from representing Client. Based on the information available to us, we are not aware of any other potential conflict of interest with Client, or involving any third party, that would disqualify us from undertaking this representation. If Client knows or becomes aware of any conflict of interest, please let us know in writing immediately.

### **Engagement Completion**

This engagement, upon written notice to the Client, shall be deemed concluded upon completion of all services rendered by the Firm with respect to the transactions upon which the Firm has accepted in writing the Client's request for services; provided, however, this engagement may thereafter be renewed upon the Client's request, and the Firm's written acceptance, of such request with respect to additional transactions upon which Client seeks the Firm's advice.

**Conclusion**


This letter and the attached Exhibit A constitute the entire terms of the engagement. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by written agreement signed both by Resnick & Louis, PC and Client. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either Resnick & Louis, PC or Client.

Please carefully review this letter and the attached Exhibit A which provides that any disputes with respect to Resnick & Louis, PC's handling of a matter will be resolved through **BINDING ARBITRATION**.

If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If both documents are acceptable, please sign and return the enclosed copy of this letter.

Sincerely,

RESNICK & LOUIS, PC

By: 

Brad L. Sklencar

AGREED AND ACCEPTED FOR CLIENT BY THE UNDERSIGNED AS THE AUTHORIZED REPRESENTATIVE OF CLIENT:

**CITY OF NEW BRAUNFELS**

By: \_\_\_\_\_  
ROBERT CAMARENO,  
City Manager

Date: \_\_\_\_\_