

Mr. Robert Camareno  
City Manager  
City of New Braunfels  
November 9, 2021  
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## **Exhibit "A" to Engagement Letter**

**RESNICK & LOUIS, P.C.**

### **ADDITIONAL TERMS OF ENGAGEMENT**

This is a supplement to the Resnick & Louis, P.C. engagement letter. The purpose of this document is to set out additional terms of our agreement to provide the representation described in the engagement letter. Because these additional terms of engagement are a part of the Firm's agreement to provide legal services to clients review them carefully and promptly communicate to Resnick & Louis, P.C. any questions concerning this document. Please retain this statement of additional terms along with the engagement letter and any related documents.

#### **The Scope of the Representation**

We undertake to provide representation and advice only on the legal matters for which we are engaged. If there are any questions about the scope of our representation in any matter, please raise those questions promptly, in writing, so that we may resolve them at the outset.

Any expressions on our part concerning the outcome of any matter are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. Resnick & Louis, P.C. has made no guarantees or promises to Client about the outcome of any matter, and nothing in the terms of engagement shall be construed as a guarantee or promise.

Upon accepting this engagement on Clients behalf, Resnick & Louis, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms and the related engagement letter, and in reliance upon information and guidance provided by Client; and (2) keep Client reasonably informed about the status and progress of any matter governed by this agreement.

To enable us to provide effective representation, Client agrees to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be related to any particular matter or that we may request, (2) keep us apprised on a timely basis of all developments relating to any particular matter that are or might be important, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so in connection with this representation, and (4) otherwise fully cooperate with us for these purposes.

#### **Termination**

At any time, Client may, with or without cause, terminate this engagement by notifying us in writing of Clients intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of any ongoing matters.

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There are several types of conduct or circumstances that could result in our withdrawing from representing Client, including, for example, the following: non-payment or slow payment of fees or costs; misrepresentation or failure to disclose important information; fraudulent or criminal conduct; action contrary to our advice; failure to develop a workable relationship with Client; and conflict of interest with another client.

A failure by Client to meet any obligations under these terms of engagement shall entitle Resnick & Louis, P.C. to terminate the engagement. In that event, Client will take all steps necessary to release Resnick & Louis, P.C. of any further obligations in the representation of any matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the representation of any matter. The right of Resnick & Louis, P.C. to withdraw in such circumstances is in addition to any rights created by law, statute or recognized by the governing rules of professional conduct.

### **Billing Arrangements and Terms of Payment**

Our engagement letter specifically explains our fees for services. We will bill on a regular basis, normally each month, for both fees and expenses, and it is agreed that Client will make full payment within thirty (30) days of receiving our statement. Client is requested to review carefully each Resnick & Louis, P.C. invoice Client receives and call the Resnick & Louis, P.C. attorney in charge of the matter if Client has any questions about the bill or the progress of the work.

It is further agreed that any delinquent account must be promptly paid, and if the delinquency continues, we may withdraw from the engagement and pursue collection of our account.

Typically, our invoices will include amounts not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and facsimile and other electronic transmissions, expert witness fees; all travel expenses, including air, hotel, meals and ground transportation; court reporter's charges; Westlaw or other outside computerized research; filing fees; records service charges; and any other costs needed to carry out the engagement. In addition, we reserve the right to send to Client for direct payment any invoices delivered to us by others, including experts, consultants and any vendors relating to the engagement.

### **Attorney Complaint Information**

The State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at our office and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the Chief Disciplinary Counsel of the State Bar of Texas at 1-877-953-5535 toll free.

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## **DISPUTE RESOLUTION – BINDING ARBITRATION**

IF A DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF, OR IN ANY WAY RELATING TO OR CONCERNING ANY ASPECT OF THE LEGAL REPRESENTATION BY RESNICK & LOUIS, P.C. OF THE “CLIENT(S)” IN THE “MATTER” (INCLUDING THE AMOUNT OF ANY FEES OR CHARGES) OR ANY ACT OR OMISSION BY AN EMPLOYEE OF RESNICK & LOUIS, P.C. (THE “DISPUTE”), THAT DISPUTE SHALL BE REFERRED TO BINDING ARBITRATION UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION (THE “AAA”) IN ACCORDANCE WITH THE AAA’S RULES FOR RESOLUTION OF COMMERCIAL DISPUTES OR ANOTHER INDEPENDENT PARTY ARBITRATOR MUTUALLY SELECTED BY RESNICK & LOUIS, P.C. AND THE CLIENT(S). CLIENT UNDERSTANDS THAT THIS PROCEDURE DOES NOT PROVIDE FOR COURT PROCEEDINGS AND **RESNICK & LOUIS, P.C. AND THE CLIENT HEREBY WAIVE THE RIGHT TO PRESENT ANY DISPUTE TO A JURY.** RESNICK & LOUIS, P.C. AND THE CLIENT(S) WILL SHARE THE FILING FEES AND ARBITRATOR EXPENSES ASSOCIATED WITH ANY DISPUTE REFERRED TO THE AAA, ALTHOUGH REIMBURSEMENT OF THOSE FEES AND ANY ADDITIONAL ATTORNEY’S FEES INCURRED BY THE CLIENT(S) OR RESNICK & LOUIS, P.C. CAN BE AWARDED BY THE ARBITRATOR. THE ISSUES TO BE ARBITRATED WILL BE DECIDED UNDER TEXAS LAW, BUT THE ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1-16. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING AND JUDGMENT UPON THE AWARD MAY BE ENFORCED IN ANY COURT HAVING JURISDICTION.