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**DANIEL B. MARKIND, ESQUIRE**  
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April 2, 2025

**VIA EMAIL**

City of Laredo, Texas  
c/o Laredo International Airport  
Office of Airport Director  
5210 Bob Bullock Loop  
Laredo, TX 78041  
Attention: Mr. Gilberto Sanchez

**Re: Engagement Agreement for Legal Services**

Dear Mr. Sanchez:

As we have discussed, we are required to formalize the terms of our engagement in writing. This letter is to confirm and formalize the terms of our engagement to provide legal services to you. If the following accurately describes your understanding of our engagement, please sign this letter where indicated below and return it to me.

To better acquaint yourself with the lawyers in our firm, including myself, and our respective qualifications, you may wish to access our firm website [www.flastergreenberg.com](http://www.flastergreenberg.com), where you will find detailed biographical material on the lawyers in our firm and the scope of our firm's practice.

1. **SCOPE OF ENGAGEMENT.** Our initial engagement is to represent you in an "on call" capacity regarding all matters requested pertaining to Laredo International Airport ("LRD"), including but not limited to contract reviews, contract development, airport real estate and airport concessions. If additional services are requested by you, and the firm agrees to perform those services, our engagement for those services will also be governed by the terms of this letter, unless we execute a new written engagement agreement. Such services could include continued representation of you, or serving as a witness at a deposition or trial, participating in any aspect of an investigative, discovery or fact finding proceeding (e.g., interviews or document productions) and appearing for any hearing or motion.

2. **NATURE OF SERVICES TO BE PROVIDED.** Our engagement may include analysis, negotiations, research, investigation, correspondence, communication, preparation and drafting of legal documents, and related work to properly represent you. In a litigation matter, it

may also involve investigative work, discovery, depositions, attendance at pre-trial proceedings, including motions, hearings and trial of this matter. Unless specifically agreed upon by us in writing, our engagement will not include any post trial proceedings or appellate process.

3. **LEGAL FEES.** Our legal fees will be based upon the time spent by the attorneys and paralegals who work on the matter. Our current hourly rates for services by attorneys range from \$320-\$985 and for paralegal work from \$180-\$360. At present, I anticipate that most of the work on your matter will be done by me at a current hourly rate of \$690. I will involve the other members of our "Airport Group" as requested and as necessary. Our hourly rates are normally revised annually, on January 1. This particular rate will be valid through the end of calendar year 2025. Our time charges are recorded in increments of tenths of an hour (*i.e.*, in six-minute intervals). All hours put forth shall be reasonable and the total amount billed for all services during any calendar year shall not exceed One Hundred Thousand Dollars (\$100,000), plus necessary expenses, without the prior written consent of the City of Laredo City Council.

4. **COSTS AND EXPENSES.** We will bill you for most out-of-pocket disbursements as incurred, without mark-up or administrative fee, including filing fees, messenger services, certified, registered, and express mail, advances for experts, deposition costs, investigative costs, photocopying jobs of more than 100 pages, document binding costs, database research at established rates reflecting both system and usage costs and any services we purchase on your behalf.

5. **BILLING STATEMENTS.** We will normally submit a billing statement monthly. Our statements are due upon receipt. If a statement is not paid within 30 days of the statement date, a finance charge computed at the periodic rate of 1.25% simple interest per calendar month (*i.e.*, to produce an approximate effective Annual Percentage Rate of 15% on the unpaid principal balance) will be imposed on your account balance that is outstanding after 30 days.

6. **CLIENT FUNDS - IOLTA.** All client funds, including but not limited to retainer payments, will be deposited into IOLTA (which stands for Interest On Lawyers Trust Accounts) bank accounts, unless other arrangements are expressly made and mutually agreed to in writing between you and us. An IOLTA account does not provide any interest to us or to you. Instead, as required by Pennsylvania law, any interest earned will be paid directly by the bank to the Pennsylvania state IOLTA Board and used to fund the administration of justice and legal services to those that cannot afford it. Furthermore, should our firm hold any funds in escrow pursuant to an escrow arrangement to which you are a party, those escrow funds will also be deposited into an IOLTA account, unless other arrangements are expressly made and mutually agreed to in writing between us and all other parties to the escrow arrangement in question.

7. **PAYMENT BY CREDIT CARD.** This Firm accepts payment by credit card (Visa, MasterCard, Discover and American Express). If you would like to pay by credit card, please visit the Firm's website at [www.flastergreenberg.com](http://www.flastergreenberg.com), and click on the link for "MANAGE MY ACCOUNT".

8. **TERMINATION OF ENGAGEMENT.** Each of us may terminate this engagement upon written notice to the other party. If under the circumstances, leave of Court is required, we will file the appropriate application with the Court if we seek to terminate the engagement. We may suspend our representation, upon notice to you, until our billing statements (including retainer requests) are paid. You will additionally be responsible for any time charges and costs we incur to collect any past due billed amounts.

9. **INQUIRIES.** If you have any questions concerning the terms of this engagement, please do not hesitate to contact me.

10. **COMMUNICATIONS.** It is our general practice to utilize e-mail, and by signing this engagement letter you authorize the use of e-mail unless you advise us in writing that you do not. We take data privacy very seriously. Flaster Greenberg will attempt to transmit all email to you by means of the Transport Layer Security (TLS) protocol, which encrypts communications between your email server and Flaster Greenberg's email server. Most major email providers support the TLS protocol, and it is considered a best practice in the security industry. If your email provider or server is not configured to receive communications sent with the TLS protocol, we will automatically re-send those communications without using the TLS protocol and without any encryption during transmission. We strongly recommend that you send and receive email containing attorney-client privileged information, Personally Identifiable Information or Protected Health Information only by means of the TLS protocol. If you are unable to receive email by means of the TLS protocol, please notify the undersigned and we will use a third-party service that will allow you to retrieve emails in a secure manner.

Our firm periodically purges our files, both our hard-copy files and our electronic files. You agree that we may discard and/or destroy documents and records, including e-mail records, as we deem appropriate from time to time. You should always retain copies of contracts and other documents for your own files.

11. **PRIVACY.** In the course of providing legal services to you, we may receive significant personal financial information about you either from you or with your authorization. Of course, employees of our firm who work on your file need to access that information in connection with the provision of services to you. You should know that all information that we receive about you is held in strict confidence and is not disseminated to any person or entity outside this law firm, except as agreed to by you or as required under the applicable law. For more information on privacy, we direct you to our law firm website for our current privacy policy at <https://www.flastergreenberg.com/disclaimer.html>. Our policy is updated periodically, such that you should revisit the current policy whenever you have any questions.

12. **CHOICE OF LAW/FORUM/PERSONAL AND SUBJECT MATTER JURISDICTION.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of laws. You agree that the state or federal courts located in Philadelphia County, Pennsylvania shall be the exclusive forums for litigation concerning this Agreement or any aspect of our engagement, you

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consent to personal jurisdiction in such courts and you consent to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by Pennsylvania law.

If the foregoing arrangements are acceptable to you, please sign and return this letter. We look forward to working with you.

Very truly yours,

**FLASTER/GREENBERG P.C.**



Daniel B. Markind

**ACCEPTANCE BY CLIENT:**

We have reviewed the above Engagement Agreement carefully and understand and agree to its terms and conditions.

Date: \_\_\_\_\_, 2025

**CITY OF LAREDO  
A MUNICIPAL CORPORATION**

By: \_\_\_\_\_

**City Manager**

**ATTEST:**

By: \_\_\_\_\_

**City Secretary**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**City Attorney**