

\_\_\_\_\_, 2012

Mr. Timothy L. Brown  
Attorney at Law  
1600 West 38<sup>th</sup> Street, Suite 206  
Austin, Texas 78731

Re: Legal Services Agreement to Assist the City with general water issues and ongoing projects

Dear Mr. Brown:

This will confirm your agreement with the City of Corpus Christi to provide legal services to assist the City with general water issues and other matters as directed by the City Manager or City Attorney. You will work with the City Attorney and Water Department on specific projects as requested by the City Manager, City Attorney, or their designees, including, but not limited to, working with the South Texas Water Master on improper water use by Nueces County Water Control and Improvement District #3, challenges to any of the City's water rights, activities of the Corpus Christi Aquifer Storage and Recovery Water Conservation District, the legality of and challenges to the City's perpetual wholesale water supply contracts, legal issues related to the development of the City's water rights, and negotiation and drafting of operational agreements relating to the water rights with the Lavaca-Navidad River Authority and Lower Colorado River Authority. You will keep informed as to discussions and proposals relating to general water related matters and provide the City with regular briefings.

In addition, in coordination with and as requested by the City's Director of Intergovernmental Relations, you will act as one of the City's liaisons for legislative and regulatory matters dealing with water legislation during the regular session of the Texas Legislature, water rights, general water issues, environmental issues, and other matters as directed by the City Manager or City Attorney. You will assist the City, Legislative members, and regulatory entities by providing data, information, and research relating to the full range of issues covered under this agreement as directed by the City Manager or City Attorney.

Your services will be performed beginning August 1, 2012 and ending July 31, 2013 at the rate of hourly rate of \$175 per hour, capped at \$6,000 per month beginning August 1 through October 31, and capped at \$7,000 per month from November 1 until July 31, 2013. When travel is requested by the City, the City of Corpus Christi will reimburse you for reasonable and customary charges for travel, when itemized. (For example, first class airfare and luxury suites are not considered reasonable.)

In addition, funding up to \$50,000 will be provided for any consultant subcontractors needed to assist with services to be provided under this agreement.

Billing will be submitted monthly to Carlos Valdez, City Attorney, and shall be payable within 30 days of receipt. You will notify the City Attorney promptly if you should discover any conflict of interest between your representation of the City and any other interest or client that you may have. This agreement is exclusive of any other agreement between you and the City and may be cancelled at any time with 30 days notice to either party.

Please indicate your acceptance by your signature below and return to the City Attorney.

Sincerely,

Ronald L. Olson  
City Manager

ACCEPTED:

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Timothy L. Brown