

October 1, 2015

Mr. Timothy L. Brown
Attorney at Law
919 Congress Avenue, Suite 460
Austin, Texas 78701

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 Utilities Department on specific projects, as requested by the City Manager, City Attorney, or their designees, including, but not limited to, assisting the City regarding legal issues related to any of the City's water rights, assisting the Corpus Christi Aquifer Storage and Recovery Water Conservation District, analyzing legal issues related to City's wholesale water supply contracts, analyzing legal issues related to the development of the City's water rights, assisting in negotiating and drafting of agreements relating to the City's water rights and water contracts, and assisting the City in regard to Federal and State legislative and agency matters that could affect the City's water rights. You will also 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 and special 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 October 1, 2015 and ending September 30, 2016 at the rate of \$175 per hour, capped at \$7,000 per month, plus expenses. 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.) Invoices shall be provided to indicate work performed for City on hourly basis.

Billing will be submitted monthly to Miles Risley, 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:

Timothy L. Brown