



DEBRA TSUCHIYAMA BAKER  
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January 13, 2020

Barbara Canales  
Nueces County Judge  
901 Leopard Street  
Corpus Christi, TX 78401

Re: Retention Agreement between Nueces County Coastal Parks System and Baker · Wotring  
LLP

Dear Mr. Cross:

Thank you very much for asking Baker · Wotring LLP (the “Firm”) to provide legal services to Nueces County Coastal Parks System (“Nueces County”) in connection with various environmental, planning and mitigation matters and drafting of policies and procedures for wetlands mitigation. The following constitutes the Firm’s Retention Agreement for the provision of legal services.

Scope of Representation. We have agreed that this engagement is limited to performance of services that are requested by Nueces County staff. The Firm’s acceptance of this engagement does not involve an undertaking to represent Nueces County interests in any other matter, unless we are specifically retained for such matter. We will provide legal services to Nueces County in accordance with this letter and in reliance upon information and guidance provided by Nueces County representatives.

To enable us to represent Nueces County effectively, Nueces County agrees to cooperate in all matters relating to these efforts and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by Nueces County as a promise or guarantee.

General Fee & Billing Information. Each lawyer and legal assistant has an hourly billing rate based upon that individual’s experience and specialized knowledge. We will bill on an hourly basis and will invoice you monthly. As a courtesy to you and to express our interest in developing a continuing relationship with Nueces County, we propose to substantially discount our lawyers’ standard hourly rates for this matter. We would propose that any attorneys billing on the matter charge a blended rate of \$400.00 per hour and that legal assistant time, if any, be billed at \$180.00 per hour. The rate multiplied by the time expended on Nueces County’s behalf, measured in tenths of an hour, will be the basis for billing.

The Firm typically incurs costs in connection with legal representation. These costs may include such matters as long distance telephone charges, special postage, delivery charges, telecopy and photocopy charges and related expenses, travel expenses and meals. Nueces County agrees to pay these charges, as well as any costs incurred for copying documents for retention in our files. Except for specialized word processing services, we do not make a separate charge for secretarial work unless there is a situation that requires overtime staff work. To the extent that we make disbursements to other service providers such as court reporters, expert witnesses and investigators, we will generally forward third-party charges (if any) directly to Nueces County for payment.

Invoices shall be mailed to the County attorney for approval at 901 Leopard, Room 207, Corpus Christi, Texas 78401. Once approved by the County Attorney it will be forwarded by her to the Auditor for payment pursuant to the County's payment process. We understand that we are to report to and take direction from the County. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 60 days, we may suspend performing services for Nueces County until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. Nueces County agrees to pay our statements for services and other charges as stated herein. The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to Nueces County concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Nueces County may terminate our representation at any time by notifying us. Nueces County's termination of our services will not affect its responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, Nueces County papers and property will be returned to Nueces County promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. These firm files may include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We may withdraw from representation if Nueces County fails to fulfill its obligations under this agreement, including its obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to Nueces County.

We thank you for this opportunity to provide legal services. Please review this letter and, if it meets with your approval, please have the authorized parties sign the acknowledgement below and return a copy to me for our files. If you have any questions, please do not hesitate to contact me. We look forward to working with you.

Very truly yours,

  
Debra Tsuchiyama Baker

**Agreed and accepted by Authorized Representative of Nueces County**

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

Title: \_\_\_\_\_

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