

AGENDA ITEM 27

Discuss and take appropriate action on appointing redistricting attorneys.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To appoint Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, L.L.P. as redistricting attorneys.

Vote: **5 - 0**

< Attachment >

The Wahrenberger House
208 West 14th Street
Austin, Texas 78701
512/482-0701 Telephone
512/480-0902 Fax

Allison Bass & Associates,
L.L.P.

Fax

To:	Hon. John C. Doerfler	From:	Robert T. Bass
Fax #:	512- 943-1662	Pages:	5 including cover
Client #:	100.3	Date:	December 5, 2000
Re:	Redistricting for Williamson County		
<input type="checkbox"/> Urgent For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

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ALLISON, BASS & ASSOCIATES, L.L.P.*Attorneys at Law***WAHRENBERGER HOUSE
208 WEST 14TH STREET
AUSTIN, TEXAS 78701
(512) 482-4701
FAX (512) 480-0902****JAMES P. ALLISON
ROBERT T. BASS****C. REX HALL JR.
PAUL D. PALMER
VANESSA A. GONZALEZ**


December 5, 2000

**VIA FACSIMILE (512) 943-1662
And REGULAR MAIL****Hon. John C. Doerfler
Williamson County Judge
720 Main, 2nd Floor
Georgetown, Texas 78626****RE: Williamson County Redistricting****Dear Judge Doerfler:**

Thank you for the opportunity to present a revised redistricting program to the Commissioners Court. Pursuant to our discussion, we are submitting the enclosed alternative proposal based upon an hourly rate of \$150 per hour for attorneys and \$60 per hour for legal assistants. We also have specified that our program will not include Geographic Information Services (GIS), which will be provided in house by Williamson County, but we will provide all necessary legal services, including public hearings, meetings before the Commissioners Court, preparation of all legal documents, and submission to the United States Department of Justice of the resulting reapportionment plan for Williamson County. We will coordinate with your GIS department for the production of all maps required for the submission, and supervise integration of the revised voting precinct boundaries with the voter registration list to implement the 2002 elections.

We will conduct this service on an hourly rate, with a maximum fee that we will not exceed but upon submission and approval by the Commissioners Court. Thank you for your consideration. If you have any further questions, please let me know.

Sincerely,


Robert T. Bass

RTB/afb

cc: Members, Commissioners Court (w/enc.)

CONTRACT FOR PROFESSIONAL SERVICES

WHEREAS, under the provisions of Article V, Section 18 of the Texas Constitution, the Commissioners Court is responsible for the division of the county in commissioners precincts and justice of the peace precincts; and

WHEREAS, the apportionment of the county must comply with state and federal statutory requirements; and

WHEREAS, professional assistance will assure that Williamson County fulfills its responsibilities in an orderly, efficient manner; and

WHEREAS, the firm of Allison, Bass & Associates, L.L.P. is prepared to provide all necessary professional services to assist Williamson County in this area;

Williamson County, Texas, acting by and through its Commissioners Court and Allison, Bass and Associates, a Limited Liability Partnership, **HEREBY AGREE** to the following terms and conditions:

- A. Allison, Bass & Associates, L.L.P. will provide all necessary legal services to successfully complete all redistricting projects assigned by Williamson County. These services include, but are not limited to, the following:
1. Conduct preliminary planning and designation of information useful and necessary for the reapportionment of Williamson County Commissioners Court, Justice of the Peace/Constable precincts, and election precincts.
 2. Obtain preliminary population data from the U. S. Census Bureau for the 2000 federal census.
 3. Assist Williamson County Geographic Information Services (GIS) in the preparation of necessary population and demographic analysis to evaluate existing Commissioners Court, Justice of the Peace and election precincts.
 4. Determine legal requirements under State and Federal law, and to provide a written report to the Commissioners Court of all findings.
 5. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2000 census, the County and Allison, Bass & Associates, L.L.P. will conclude this agreement upon approval of these findings.

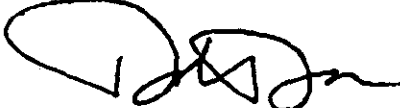
6. Should redistricting be legally required, Allison, Bass & Associates, L.L.P. will coordinate with Williamson County GIS and supervise the preparation of all necessary reapportionment plans, draft maps, proposals and notices to satisfy all statutory and constitutional requirements.
 7. Consult with commissioner's court and any authorized citizens advisory committee as needed by mail, telephone, or facsimile, and make all necessary appearances before the Commissioners Court of Williamson County.
 8. Attend and participate in all public hearings on proposed redistricting plans.
 9. After approval by commissioners court, prepare and file all necessary maps and other documentation to complete submission to the U. S. Department of Justice for Preclearance under the Voting Rights Act.
 10. Upon receipt of Preclearance from the Department of Justice, prepare and file all necessary notice, maps and documentation with the appropriate Texas officials in conformity with State law.
 11. In the event Preclearance is denied, Allison, Bass & Associates, L.L.P. will agree to provide such additional legal services and/or support as the parties may contract under separate agreement.
- B. Williamson County agrees to provide access to all necessary records and county personnel for this project.
- C. Allison, Bass & Associates, L.L.P. will submit a detailed monthly invoice for services rendered. Allison, Bass & Associates, L.L.P. will be compensated at a rate of \$150.00 per hour for attorneys, \$60.00 per hour for legal assistants, and actual cost for travel, long distance telephone and fax communications, and other reasonable expenses.
- D. Allison, Bass & Associates, L.L.P. will conduct all necessary legal services as required within an estimated fixed cost of \$28,000.00. Should circumstances arise which demand a greater expenditure of time than reasonably expected, Allison, Bass & Associates, L.L.P. will document such circumstances, and make application for a revision of this agreement. Any such additional fees shall be reasonably considered, and shall be resolved within the sound discretion of the Commissioners Court of Williamson County, Texas.

EXECUTED on this _____ day of _____, 2000.

Williamson County

BY: _____
County Judge

Allison, Bass & Associates, L.L.P.

BY:  _____
James P. Allison or Robert T. Bass

November 22, 2000

Williamson County Commissioners' Court
c/o The Honorable John C. Doerfler
710 Main, 2nd Floor
Georgetown, Texas 78626

Re: Proposal for Redistricting Services

Dear Judge and Commissioners:

Thank you for allowing us to submit a proposal for redistricting services for Williamson County. Bickerstaff, Heath has extensive experience in representing governmental entities in redistricting and voting rights matters. Over the last two decades the Firm has represented well over one hundred political subdivisions of various types on redistricting matters including counties as diverse as Tarrant, Brazos and Hidalgo. This experience will be unavailable to Williamson County as the next and more complicated round of redistricting begins. We have attached additional background material on our redistricting experience and the attorneys who will be working with Williamson County.

It is our understanding that Williamson County plans to utilize current personnel to complete as much of the redistricting-related GIS/mapping work as possible. Bickerstaff, Heath is quite willing to work with your county's technical staff on this aspect of redistricting.

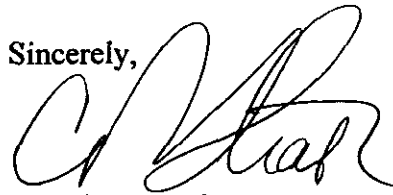
Our proposal contemplates providing legal services for Williamson County at the hourly rates set out in the enclosed Engagement Letter. This approach allows you to pay only for the work we actually provide to your county. With hourly rates for legal services, you avoid the problem of a "fixed fee" arrangement that requires you to pay a pre-determined amount even if your county does not require as much work as first estimated. Also, because much of the technical mapping work can be done by your staff, we expect that will be cost-effective.

Our firm will work at the direction of the Commissioners' Court, providing legal analysis of Williamson County's Census 2000 data and advising the Commissioners Court regarding its role and responsibilities in the redistricting process. We will provide legal guidance in developing commissioner and justice precinct plans and help you conduct the required public hearings. Our firm will prepare Williamson County's submission to the United States Department of Justice requesting preclearance of the election changes resulting from your redistricting. In addition, our firm will provide full representation in the event of litigation, although our goal will be to help the county avoid litigation if possible.

A county the size of Williamson should expect redistricting to cost approximately \$20,000, but this is only an estimate. Some of the factors that may influence the county's final cost include the Commissioners' Court's inability to agree on a plan; possible legislative or court-ordered revisions of congressional, and state legislative lines which may affect the County after your plan is adopted; and any public opposition. It is impossible to say with certainty how all these factors will play out in a particular county but we will work with you to keep the cost as low as possible while still helping you to comply with the Voting Rights Act and state law.

I hope this information is helpful. We would be happy to meet with the Commissioners' Court to answer any questions you may have about our experience or about the redistricting process in general. Should the Williamson County Commissioners' Court agree to accept our proposal, please sign and return the enclosed engagement letter.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Robert Heath", written in a cursive style.

C. Robert Heath

CRH:ntk
Enclosure

Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, L.L.P.

1700 Frost Bank Plaza

816 Congress Avenue

Austin, Texas 78701-2443

(512)472-8021

Fax (512)320-5638

www.bickerstaff.com

November 22, 2000

Williamson County Commissioners' Court
c/o The Honorable John C. Doerfler
710 Main, 2nd Floor
Georgetown, Texas 78626

Re: Engagement Letter

Dear Judge and Commissioners:

Thank you for selecting our law firm to represent you. We appreciate your confidence in us and will do our best to continue to merit it.

The purpose of this letter, together with the enclosed "Standard Terms of Engagement," is to set out our understanding with respect to the specific terms of our relationship. Please review the Standard Terms of Engagement carefully and contact us promptly if you have any questions regarding our relationship. This letter, together with the Standard Terms of Engagement, constitutes our agreement with you (this "Agreement") under which our services will be provided.

Identity of Client

We will be representing the interests of Williamson County, Texas.

Nature and Scope of Representation

We understand that while in the future we may from time to time be employed on other matters, our present relationship is limited to representing Williamson County in the preparation of a redistricting plan based upon the 2000 Census, including any of the following, as requested by the Commissioners' Court:

SCOPE OF SERVICES

- *Analysis of Census 2000 data and preparation of Initial Assessment*
- *Presentation to the Court regarding redistricting processes and implementation, including obtaining public input*
- *Preparation of Commissioners' Precincts Plans*
- *Preparation of Justice Precincts Plans*
- *Preparation of Constable Precincts Plans*
- *Preparation of Election Precincts Plans*
- *Preparation of the Submission to the United States Department of Justice*

- *requesting preclearance of election changes*
Full representation of the County in the event of litigation.

Supervision and Delegation

Bob Heath will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

Financial Arrangements

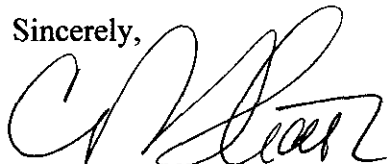
The enclosed Standard Terms of Engagement, together with this letter, outlines the financial terms of our engagement. If anything in this letter or the Standard Terms of Engagement is unclear or presents a problem to you, please advise me promptly so we may discuss it and reach a full understanding.

Acceptance of Terms

If this arrangement is acceptable to you, please sign the enclosed duplicate original of this letter and return it to us at your earliest convenience.

We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Sincerely,



C. Robert Heath

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY, TEXAS

By: *John C. Doerfler*
Name: John C. Doerfler
Title: County Judge

Date: 12-12-00

cc: Billing Department

STANDARD TERMS OF ENGAGEMENT

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

1. The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. Fees For Legal Services

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. *We adjust these rates from time to time, increasing them as the individuals gain experience and expertise and to reflect current economic conditions.* We will notify you in writing if this fee structure is modified. At the present time the standard billing rates for partners in this firm are between \$175.00 and \$250.00 per hour; the billing rates for associates are between \$90.00 and \$175.00 per hour; the billing rates for paralegals are \$65.00 per hour, the billing rate for briefing clerks is \$50.00 per hour, and the billing rate for our redistricting specialist is \$90.00 per hour (all fees quoted are in U.S. Dollars).

3. Other Charges

All out-of-pocket expenses (such as long distance telephone charges, copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your monthly statement. We have enclosed a schedule which indicates the rate at which most of these items will be charged.

4. Billing Procedures and Terms of Payment

Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements toward the end of the month following the latest date covered in the statement. Each statement is payable within 30 days of its stated date and must be paid in U.S. Dollars. If any statement is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retention of Documents

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. Fee Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Travis County, Texas, United States of America.

9. Questions

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

Client Costs Advanced

Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, L.L.P.

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper intensive. Standard services such as secretarial and word processing time, file setup, and file storage are not charged; however, other expenses such as long distance fees, copies, delivery fees, and fax charges are billed to the client needing those services. An explanation of the billing structure is as follows:

Delivery Services

Outside delivery services are used for pick-up and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Telephone

Our long distance charges are based on the exact number of minutes per call as provided by our carriers. The rate applied to the call is \$.20 per minute. Cell phone charges will be charged at invoice rate if the call is long distance; otherwise, local cell phone charges will not be charged to the client.

Postage

Our postal equipment calculates exact US postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies

Our standard rate for copies made by firm personnel is \$.15 per copy. This charge covers paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Computerized Research

If a case requires the use of computerized legal research, trained and skilled legal researchers are used to minimize on-line data charges. The firm charges \$4.00 per minute of on-line connect time.

Fax

Fax copies will be charged at the rate of \$.25 per page.

Travel

Attorney and paralegal time spent traveling on behalf of a client is billed to the client. Hotel, meal, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Other Expenses

Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, PUC download fees, expert witness fees, consultants, and other similar expenses. Such expenses will not be incurred without approval from the client.

AGENDA ITEM 28

Discuss and take appropriate action on paying off assessment for piece of right of way in Southeast Williamson Co. Rd. Dist.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve paying off assessment for right-of-way acquired for Louis Henna Boulevard from the Elnora Bird Tract in Southeast Williamson County Road District from the 1996 C.O. money if it is available.

Vote: **5 - 0**

< Attachment >