

AGENDA ITEM 19

Consider approving amended engagement agreement for Sheets & Crossfield.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve amended engagement agreement for Sheets & Crossfield to set the rate of pay for two experienced condemnation attorneys at the rate of \$150.00 an hour.

Vote: **5 - 0**

< Attachment >

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT
(Hourly Basis)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this 16th day of Nov, 2001 at Georgetown, Texas by and between WILLIAMSON COUNTY, "Client", and Brown McCarroll Sheets & Crossfield, L.L.P., "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with the acquisition of right-of-way, and the prosecution of condemnation cases on behalf of the County, said services described more fully below.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the matter, strive to keep Client informed of all significant developments in this case and be available to answer inquiries.
2. Client empowers Attorney to take all steps in said matter deemed by Attorney to be advisable.
3. Client agrees to compensate Attorney for his services at the rate of \$165 per hour for the time which has been devoted to Client's case. From time to time it may be necessary for other members of the law firm to assist in the Client's matter, and Client agrees to compensate Attorney for these services at the following rates:

Partner attorney:	\$165/hr
Litigation attorney:	\$150/hr
Associate attorney:	\$125/hr
Legal assistant (r-o-w)	\$ 55/hr

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; and (4) facsimile charges.

4. Attorney's fee will include the following services:

Obtain right-of-way expeditiously, at the most equitable cost to Client.

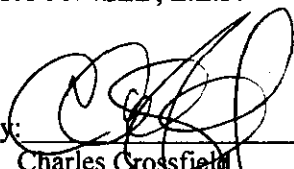
Responsibilities include meeting with project manager and Client regarding road location issues, verifying property owners, obtaining appraisals, supervising right-of-way personnel to insure good faith negotiation, delivery of offer letters, prosecuting and supervising the prosecution of condemnation cases and consultation with Client and County Attorney regarding all of the above.

5. Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to Attorney. Attorney agrees that irrespective of the merit of any cause of action, Attorney will never contest fee payments, or institute legal proceedings to recover said fee payments.

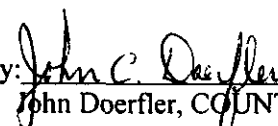
6. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATED: 11-6-01

BROWN McCARROLL SHEETS &
CROSSFIELD, L.L.P.

By: 
Charles Crossfield

WILLIAMSON COUNTY

By:  11-6-01
John Doerfler, COUNTY JUDGE

AGENDA ITEM 20

Continue approving interlocal contract for orthophotography with CAPCO.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve an interlocal contract for orthophotography with CAPCO.

Vote: **5 - 0**

< Attachment >

CAPITAL AREA PLANNING COUNCIL

INTERLOCAL CONTRACT FOR ORTHOPHOTOGRAPHY

Art. 1. Parties and Purpose

1.1. The Capital Area Planning Council ("CAPCO") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. The _____ (the "City") is a Texas home-rule municipality that is seeking to obtain orthophotography mapping services.

1.3. CAPCO has contracted with Sanborn Colorado L.C.C. ("Sanborn") to provide orthophotography services. This contract is entered into between CAPCO and the City under chapter 791 of the Government Code so that the City can contribute to the cost of CAPCO's contract with Sanborn and Sanborn can provide the City with additional orthophotography mapping.

Art. 2. Goods and Services

2.1. CAPCO agrees to furnish the City the orthophotography mapping prepared by Sanborn for the City under its contract with CAPCO. The orthophotography mapping specifications and timetable for delivery are described in the Attachment to this contract.

Art. 3. Contract Price and Payment Terms

3.1. The City agrees to compensate CAPCO in the total amount of not to exceed \$ _____ for goods and services furnished the City under this contract. The City represents that it has current revenues available on the effective date of this contract to make all payments required by this contract.

3.2. The City agrees to pay CAPCO the total contract price in the following installments:

(1) _____ upon the effective date of this contract.

(2) _____ as work is completed and invoiced.

3.3. CAPCO agrees to invoice the City for the payments when due under paragraph 3.2, and the City agrees to pay CAPCO the invoiced amount within 30 calendar days from the date of the invoice.

Art. 4. Effective Date and Term of Contract

4.1. This contract takes effect on the date it is signed on behalf of CAPCO and it ends, unless sooner terminated under Art. 6, on September 30, 2002.