

**AGENDA ITEM 31**

Discuss and take appropriate action on jail/courthouse annex expansion.

Judge Doerfler said that construction is two weeks behind on the jail project, but that they are working overtime to catch up. He said that Ed Lee has an item on the agenda for next week to set a date to receive bids on the courthouse annex expansion project.

No action was taken on this agenda item.

**AGENDA ITEM 32**

Discuss and take appropriate action on the park advisory committee.

No action was taken on this agenda item.

**AGENDA ITEM 33**

Consider approving professional services proposals for Williamson County Karst Conservation Foundation.

Commissioner Hays discussed the proposed agreements and other issues related to the Williamson County Karst Conservation Foundation.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve professional services proposals from Athabasca Consulting, Inc., Sheets & Crossfield, P. C., and Martin & Salinas Public Affairs, Inc., \*and Smith, Robertson, Elliott & Glen, for the Williamson County Karst Conservation Foundation.

Vote: **3 – 0 – 1. Judge Doerfler abstained from the vote.**

*\*Minutes corrected November 26, 2002, Agenda Item 2.*

**PUBLIC AFFAIRS ENGAGEMENT AGREEMENT**  
(Hourly Basis)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, at Georgetown, Texas by and between the Williamson County Karst Conservation Foundation, a non-profit 501C3 corporation ("Client"), and Martin & Salinas Public Affairs, Inc. ("MSPA, Inc.")

Client, in consideration of services to be rendered, hereby retains MSPA, Inc. to represent it as a public affairs and public education consultant in connection with the operations of the Williamson County Karst Preserve(s) and Williamson County Karst Conservation Foundation.

**Client and MSPA, Inc. agree:**

1. MSPA, Inc. will devote the firm's professional abilities and services to the public affairs and public education activities relating to the Foundation, will strive to keep Client informed of all significant developments, and will be available to answer inquiries.
2. Client empowers MSPA, Inc. to perform the duties outlined in Section 4 below, and other related duties as determined by the President and/or the Board of Directors of the Foundation in carrying out the goals for the Foundation as deemed by MSPA, Inc. to be advisable.
3. Client agrees to compensate MSPA, Inc. for services at the rate of \$165 per hour for the time which has been devoted by a company principal to Client's business. From time to time it may be necessary for other employees of the firm to assist in these functions, and Client agrees to compensate MSPA, Inc. for these services at the following rates:

Principal(s):	\$165/hr
Account Executive:	\$100/hr
Research Assistant:	\$ 75/hr
Clerical, Web Maintenance	\$ 28/hr

The contract for one year will not exceed \$30,000.

4. MSPA, Inc.'s duties and responsibilities are outlined in Exhibit A attached hereto. Client agrees that information provided to the news media and the public by MSPA, Inc. will be based on information provided to us by Client and/or its official paid consultants and which will be deemed as accurate and true.

Client agrees to indemnify, defend and to hold MSPA, Inc. and its principals, employees and subcontractors harmless on any activities undertaken by MSPA Inc. in good faith and at the Foundation's request, or in reliance on information provided by the Foundation and/or its official paid consultants. If

such actions result in the need for our involvement in any legal defense, sworn testimony, providing information under subpoena or other such activities, Client will pay for such services at our normal billing rates.

5. Client and MSPA each have the right to cancel this Agreement and terminate MSPA, Inc.'s representation at any time by the giving of 30-days written notice.

6. Client and MSPA, Inc. agree that this Agreement can only be amended by a written document signed by both parties.

DATED: \_\_\_\_\_

INC

MARTIN & SALINAS PUBLIC AFFAIRS,

By: \_\_\_\_\_  
Donald G. Martin, President

WILLIAMSON COUNTY KARST  
CONSERVATION FOUNDATION

*John C. Deerfler 11-19-02*

By: \_\_\_\_\_  
David Hays, President

Exhibit A attached and incorporated Herein

**EXHIBIT A  
TO PUBLIC AFFAIRS ENGAGEMENT AGREEMENT**

Service contemplated under this agreement include but are not limited to the following activities:

- 1) **Public Affairs** – Including development and dissemination of materials and information for public and media use regarding the creation and role of the Williamson County Karst Foundation , its agreements with Williamson County and US Fish & Wildlife Department, and the opportunities for the others to participate with the Foundation in the conservation of endangered and threatened karst invertebrate species in the Williamson County area.
- 2) **Public announcements** - Including announcing the creation of the Foundation, the signing of agreements with US Fish & Wildlife, available mitigation credits, and other agreements and activities undertaken by the Foundation.
- 3) **Media Relations** - Including providing factual assistance to the Foundation regarding media issues, press releases, and other media relations activities. MSPA, Inc. will not serve as a public spokesperson to the news media on behalf of the Foundation.
- 4) **Public Education (re the Foundation)** - Including development of materials, brochures, fact sheets, backgrounders, FAQ's, web site, and other information to help explain the role of the Foundation and/or the opportunity for other entities, governments and landowners to participate in the mitigation bank and preserve(s).
- 5) **Public Education (re conservation activities)** – Including providing materials and information in support of the operation of the conservation preserves and public education information required by FWS, interpretive education assistance for the preserve(s), and public education re conservation of the endangered species.
- 6) **Web Information** - Including creation and maintenance of the [www.wilcokarst.org](http://www.wilcokarst.org) web site and the writing, development and dissemination of e-mail, FAQ's, fact sheets, listserv, web materials and other related electronic distribution of information relating to the preserves and Foundation.

End

## SMITH, ROBERTSON, ELLIOTT &amp; GLEN, L.L.P.

ATTORNEYS AT LAW  
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ALAN M. GLEN  
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December 3, 2002

**VIA HAND DELIVERY**

Williamson County Karst Foundation  
Attn: Mr. Charlie Crossfield  
309 E. Main  
Round Rock, TX 78664

Re: Engagement of Legal Services

Dear Mr. Crossfield:

This letter will confirm your engagement of this Firm to represent the Williamson County Karst Foundation in connection with certain environmental issues (the "Matter") as described in our proposal dated September 30, 2002, a copy of which is attached. We greatly appreciate this opportunity to be of service and look forward to working with you on the Matter. The purpose of this letter is to set forth our agreement with respect to the terms of our engagement. If you engage our firm on additional legal matters, this engagement letter will apply to those matters as well, unless separate engagement letters are executed for such matters.

Scope of Engagement. As counsel for the Williamson County Karst Foundation, we will represent your interests in regard to the Matter. While we will endeavor to achieve an outcome in the Matter that is acceptable to you, we can make no guarantees that a particular outcome will be achieved.

Cooperation. To enable us effectively to perform the services contemplated, it is essential that you disclose fully and accurately all facts and keep us apprised of all developments related to the Matter. You have agreed to cooperate fully with us and to make your representatives available to attend meetings, conferences, hearings, and other proceedings.

Fees. Our fees are based on the time spent by the attorneys and the paralegal personnel who work on the Matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, opposing counsel, and others; conferences among our attorneys and paralegal personnel; factual investigation if needed; legal research; responding to your requests for us to needed.

Our hourly billing rates range from \$225 to \$320 for partners and from \$140 to \$230 for associates. Work performed by legal assistants will be charged at rates ranging from \$95 to \$120 an hour. Billing rates for both attorneys and paralegal personnel are reviewed annually and generally are revised at the beginning of each year to reflect an attorney's and legal assistant's

## SMITH, ROBERTSON, ELLIOTT &amp; GLEN, L.L.P.

ATTORNEYS AT LAW

Williamson County Karst Foundation

December 3, 2002

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increased experience level. In this case, we will utilize the same discounted fee schedule in place between this firm and Williamson County, Texas.

Other Charges. Our billing practices with respect to most internal office expenses are different from many law firms and hopefully will be viewed favorably by you. We do not charge for in-house facsimile, long distance, postage, secretarial overtime, or other similar overhead items. It is our belief that our hourly fees should include and cover these types of expenses. We will charge for most in-house copies at a rate of 10¢/page, which roughly reflects our cost. We may from time to time adjust the copy rate as costs change. It is necessary, however, for us to pass along to you charges incurred from all outside vendors, such as, by way of example, but not limitation, court reporters, process servers, expert witnesses or consultants, copy services, overnight delivery charges, court costs, filing fees, electronic research, and travel costs. Unless special arrangements are otherwise made, fees and expenses of third parties are your responsibility and will be billed directly to you. Further, usually all invoices in excess of \$250.00 will be forwarded to you for direct payment.

Billing Cycle. Our billing rates are based on the assumption of prompt payment. Consequently, fees for our legal services and other charges will be billed monthly and are payable upon receipt.

Cost Estimates. From time to time at your request we may furnish estimates of legal fees and/or other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of unforeseeable circumstances and, therefore, our actual fees and other charges billed may vary from such estimates.

Conflicts. If a controversy arises between you and any other client of our firm, we, after taking into account the rules of professional ethics applicable to us, may decline to represent either you or such other client or both you and such other client.

Termination or Withdrawal. Our representation may be terminated prior to the conclusion of the Matter by either of us by written notice to the other party. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, including the timely payment of our fees, or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical or ineffective. No such termination or withdrawal, however, will relieve you of the obligation to pay the legal fees owed us for services performed and other charges owing to us to the date of termination or withdrawal.

Client Documents. We will maintain all documents you furnish us in our client files for this Matter. At the conclusion of this Matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

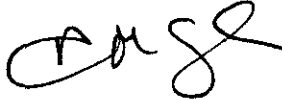
SMITH, ROBERTSON, ELLIOTT & GLEN, L.L.P.  
ATTORNEYS AT LAW

Williamson County Karst Foundation  
December 3, 2002  
Page 3

If the foregoing correctly reflects the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to me.

Please do not hesitate to call me if you have any questions. We are pleased to have this opportunity to be of service to the Williamson County Karst Foundation and we look forward to working with you.

Very truly yours,



Alan M. Glen

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

WILLIAMSON COUNTY KARST FOUNDATION

By: John C. Daefler 11-19-02  
Name: John C. Daefler  
Title: County Judge

**ATTORNEY/CLIENT ENGAGEMENT AGREEMENT**  
(Hourly Basis)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Georgetown, Texas by and between WILLIAMSON COUNTY CONSERVATION FOUNDATION, INC., "Client", and Sheets & Crossfield, P.C., "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 real property, and corporate counsel services.

**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
Associate attorney:	\$150/hr
Legal assistant(r-o-w)	\$ 75/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. **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.
5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.



DATED: \_\_\_\_\_

SHEETS & CROSSFIELD, P.C.

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

Charles Crossfield

CONSERVATION

WILLIAMSON COUNTY

FOUNDATION, INC.

*John C. Daeyler 11-19-02*

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

Printed Name:

Title:

approved 11-19-02  
John C. Daehler

### WORK AUTHORIZATION NO.1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement, entered into by and between Williamson County ("Client"), and Athabasca Consulting, inc. (aci) ("Consultant").

#### Part 1.

The Consultant will provide the following environmental services:

On September 17, 2002, the Williamson County Commissioners' Court authorized the creation of the "Williamson County Karst Foundation" (Foundation) a non-profit corporation. The Foundation will acquire, operate, and maintain caves occupied by three federally listed karst invertebrates (or endangered invertebrate species (EIS)) that are located in western Williamson County, Texas.

The three EIS located in Williamson County are Bone Cave harvestman (*Texella reyesi*), Tooth Cave ground beetle (*Rhadine Persephone*), and Coffin Cave mold beetle (*Batrissoides texanus*). The Bone Cave harvestman is located in six karst fauna regions (Jollyville, Central Austin, Cedar Park, McNeil/Round Rock, Georgetown, and North Williamson County). The Tooth Cave ground beetle occurs in the Jollyville Plateau and the Cedar Park karst fauna regions. The Coffin Cave mold beetle occurs in two karst fauna regions (North Williamson and Georgetown). The Bone Cave harvestman has both the greatest number of sites and the widest distribution of all EIS listed in Williamson Counties.

The Foundation's primary goal is to provide sufficient "banking" of occupied caves that will mitigate for adverse affects to the three invertebrates resulting from the construction, operation, and maintenance of roadways funded through Williamson County's \$350 million Road Bond Program. The acquisition, operation, and maintenance of the caves utilized by the "Mitigation Bank" will be based on the agreement recently executed by both Williamson County (County) and the U. S. Fish and Wildlife Service (USFWS).

Another goal of the Foundation will be to provide a long-term method for conservation and eventual recovery of the three EIS in Williamson County. However, the Mitigation Bank must first establish the parameters and costs for the Foundation to acquire, operate, and maintain the Mitigation Bank prior to actualizing the conservation and recovery goal. Accordingly, this Work Authorization will authorize aci to provide the details to establish the specific

methods (and costs) for the Foundation to acquire, operate, and maintain occupied caves for the Mitigation Bank. The Work Authorization will:

- 1) establish criteria for locating, acquiring, and accepting occupied caves by the Mitigation Bank;
- 2) determine the associated annual costs for operation and maintenance of caves accepted by the Mitigation Bank;
- 3) negotiate the acquisition, operation, and maintenance details for the Foundation;
- 4) identify (locate, survey, and assess) caves for the Mitigation Bank;
- 5) prepare a Mitigation Bank plan to formalize the process to be utilized by the Foundation;
- 6) prepare comments for the Foundation regarding any revised USFWS protocols for the Williamson County area; and,
- 7) attend meetings relevant to assisting the formation of the Mitigation Bank and deemed necessary by the Foundation.

USFWS has issued draft protocols regarding acceptance, operation, and maintenance of caves containing EIS. **aci** has conducted an intensive review of the protocols (and the associated costs) and has determined the average costs for accepting, operating, and maintaining caves to be cost prohibitive. For example, the draft protocol requirements for operating and maintaining caves annually range from \$13,100 to \$19,100 per cave. This contrasts starkly to what the current management costs are for private and public entities in Williamson County. A review of current costs for operating and managing caves in Williamson County annually range from \$750 to \$1,800 per cave.

**aci** has also determined that the draft protocols are (in many cases) too vague, and often recommend state-of-the-art equipment when a less expensive and just as effective alternative would suffice. Additionally, the draft protocols concentrate on the management of one cave and do not take into account the management of multiple caves in multiple areas.

The local and national homebuilder associations have taken legal action to require USFWS to issue the protocols for public comment before USFWS can enforce the draft protocols. A resolution of the legal action will most likely be that the USFWS will submit the draft protocols in the Federal Register for public comment. Following the public comment period, USFWS will finalize the protocols. At this time, the status of the final protocol criteria is unknown.

The primary goal of this Work Authorization will be to execute the following tasks to reduce those costs through clarification of the language in the draft protocols, the utilization of economies of scale in gathering data, and the incorporation of other more cost-effective operation and management techniques occurring in cave preserves for EIS that were established prior to the issuance of the draft protocols. In performing these services, aci will develop an acquisition, operation, and maintenance program for the Mitigation Bank that could become the criteria that the Foundation will employ in their discussions with USFWS. The criteria can then be included in the final protocols.

Part 2. The maximum amount payable services under this work authorization without modification is \$104,100.00. A rate schedule used to establish the maximum amount payable is attached hereto as Exhibit D.

Part 3. Payment to the Consultant for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on October 1, 2003, unless extended by a Supplement Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the contract.

## EXHIBIT D

POSITION	HOURLY RATE
Principal Ecologist	\$125.00
Principal Hydrogeologist	\$125.00
Professional Engineer	\$125.00
Senior Consultant	\$95.00
Principal Investigator (Archaeology)	\$80.00
Project Manager	\$75.00
Senior Scientist	\$75.00
Senior Geologist	\$75.00
Project Archaeologist	\$65.00
Field Scientist	\$55.00
GIS Technician	\$55.00
Staff Archaeologist	\$55.00
Staff Historian	\$55.00
Administrative	\$40.00

**Distribution of Hours:****Task 1:        Develop the Criteria for Acquisition of EIS Caves.**

**aci** will establish the criteria for locating, acquiring, and accepting EIS caves by the Foundation for the Mitigation Bank. Many of the landowners who currently own EIS caves, that the Foundation may acquire for the Mitigation Bank, have already satisfied all or most of these criteria. However, landowners who discover new caves may not have completed all of the criteria identified in the protocols. The criteria developed for the Foundation will provide landowners with the specific details necessary for acceptance by the Foundation and identify the potential associated costs. More importantly, the criteria will detail the mitigation credit awarded to the Mitigation Bank if the Foundation expends funds to upgrade the EIS cave to meet the protocols agreed to by USFWS.

USFWS draft protocols for EIS caves are designed to locate and determine how many EIS caves (and associated recharge features) exist, the surfaces and subsurface drainage associated with the EIS caves, the vertical and horizontal extent (mapping) of the EIS caves, a description of the vegetation and a vegetative management plan for the cave preserve, mapping of the surface topography and the cave preserve design, procedures regarding fire ant controls, and the installation of barriers that will deny public access. **aci** will employ these general guidelines plus experience gained from established karst

conservation plans for private land owners in order to develop the criteria for acquiring EIS caves.

**Cost of Task 1:      \$10,500.00**

**Task 2:      Identify Caves for Acceptance for the Mitigation Bank.**

aci will develop a method to locate and assess potential caves for acquisition by the Foundation for the Mitigation Bank. Many caves have been identified as containing EIS. However, habitat evaluations and censusing surveys for EIS in many of these caves may not have occurred for years. Recent development near the EIS caves may have also impaired the surface or subsurface habitat and extirpated EIS or species that provide food source for EIS. The method developed by executing this task will create standards for rating the biological viability of the cave. The standards will allow the Foundation to establish the ecological viability of each EIS cave and assist in establishing the mitigation credits for acceptance by the Foundation if the EIS cave is acquired for the Mitigation Bank. In addition to a process that will be utilized to establish credits for the Mitigation Bank, standards will also be drafted to include assessing the caves for their potential as a karst fauna area as per the recovery planning criteria for the three EIS.

**Cost of Task 2:      \$8,600.00**

**Task 3:      Determine the Operation and Maintenance Plan and Associated Costs.**

aci will develop an operation and maintenance plan to ensure that all caves accepted by the Foundation for the Mitigation Bank will be viable in perpetuity. The plan will revise the USFWS draft protocols to establish a more cost-effective yet scientifically sound process. Major discussion items will be drafted for negotiations with USFWS. Once agreement is reached with USFWS regarding the key elements of the operation and maintenance plan, a draft will be finalized and submitted to USFWS for authorization. Key elements of the plan include, but are not limited to: water quality and soil sampling; monitoring of troglodrene populations; censusing surveys for troglobitic species (including EIS); vegetative monitoring and maintenance; underground climate data monitoring; fire ant monitoring and control; and, access monitoring and management.

**Cost of Task 3:      \$25,000.00**

**Task 4: Negotiations with USFWS.**

The negotiations will concentrate on seeking authorization from USFWS for a Mitigation Bank that will incorporate the work product described in Tasks 1-3. In addition, the negotiations will also include discussions on revising the draft protocols in a manner that replicates the criteria and standards agreed upon Tasks 1-3. The negotiations may include preparation of discussion materials.

**Cost of Task 4: \$15,000.00**

**Task 5: Draft a Mitigation Bank Plan.**

Following negotiations and agreement with USFWS regarding the key elements identified in Tasks 1-4, **aci** will draft the Mitigation Bank Plan for guiding the Foundation in establishing the short-term goals (i.e. provide mitigation for the Williamson County Road Bond Program) and long-term goals (i.e. a mitigation bank to be utilized by other public entities and private landowners) in resolving conflicts between development and conservation and recovery of the three EIS.

**Cost of Task 5: \$25,000.00**

**Task 6: Draft Comments Regarding USFWS Protocols.**

**aci** will prepare comments on behalf of the Foundation regarding the existing draft protocols if the protocols are published in the Federal Register.

**Cost of Task 6: \$5,000.00**

**An itemization of estimated hours is attached as page 8.**

**AGENDA ITEM 34**

Consider approving budget for Williamson County Karst Foundation.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the proposed budget for the Williamson County Karst Foundation.

Vote: 3 – 0 – 1. **Judge Doerfler abstained from the vote.**

< Attachment >

**Williamson County Karst Conservation Fund, Inc.  
Proposed Annual Budget  
Fiscal Year 2003**

<b>Administrative Expenses</b>		<b>Capital Expenses</b>	
Corporate Counsel Sheets and Crossfield	\$24,000	Land Acquisition Williamson County Parkland	\$1,300,000
Special Counsel Smith, Robertson, Elliot and Glen, L.L.P.	\$96,000	Future Land Acquisition	\$1,538,760
Public Relations Martin & Salinas Public Affairs	\$30,000		
Environmental Services A.C.I.	\$110,000		
Insurance	\$5,000		
Operation of Maintenance of Preserves	\$45,000		
Total Administrative Services	\$310,000		
Contingency	\$51,240		
Total Capital Expenses	\$2,838,760		
Total Expenses	\$3,200,000		

*Approved 11-19-02  
John C. Doerfler*