

Graham, Bridget

From: Bragdon, Kenneth
Sent: Monday, August 29, 2016 9:54 AM
To: Graham, Bridget
Subject: FW: Law Department Contracts to be Extended

Hi Bridget – This is all I've got for those MAs re: a reference point for contract extensions; should be enough, right?

Ken Bragdon
Administrative Specialist
City of Austin - Purchasing Office
124 West 8th Street
Austin, TX 78701
512-974-2035 (phone)
kennethbragdon@austintexas.gov

Manager: Steve Aden, Corporate Purchasing Manager, 512-974-2002

For information about contracts and payments, please visit Austin Finance Online at:
www.austintexas.gov/finance



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From: Franklin, Tracy
Sent: Tuesday, July 26, 2016 10:17 AM
To: Bragdon, Kenneth <Kenneth.Bragdon@austintexas.gov>
Subject: Law Department Contracts to be Extended

Ken,

Will you please extend the below Law Department contracts in AIMS when you get a chance?

Thanks so much!

Tracy

Get [Outlook for iOS](#)

Firm	Effective Date	Matter No	Mat Ref	Dep Dt
Paul Hornsby & Company	12/12/2014	61264	Panhandle Notes LC vs City of Austin	PA150000020
French & Associates	5/6/2013	56721	Austin Fire Department - 2013 Department of Justice Investigation	PA130000043
Bickerstaff Heath Delgado Acosta LLP	11/7/2013	58108	Voter ID Law	PA140000011

Greenberg Traurig	12/15/2011	52704	AE Contract for IBM Billing System	PA120000015
Linebarger Goggan Blair & Sampson, LLP	12/31/2014	62946	Collections	NR150000001
Foley & Lardner, Attorneys at Law	1/23/2008	39219	General Aviation Advice & Counsel (General Regulatory Matters)	PA080000023
McDonald, Sutton & DuVal, PLC	1/28/2014	58767	Roomstore Inc.	PA140000029
Mayer Brown	2/14/2013	56285	MBE/WBE Issues	PA130000055
McCall, Parkhurst & Horton, L.L.P - Dallas	3/18/2013	56382	Public Finance and Tax Related Airport Matters	PA130000041
Scott Douglass & McConnico, L.L.P.	3/19/2012	52565	Austin Lifecare & Roman Catholic Diocese v COA, et al	PA120000023
Thompson & Knight, L.L.P.	3/21/2013	56383	Seaholm Redevelopment	PA130000037
Thompson & Knight, L.L.P.	5/31/2002	18738	RMMA	S020289
Thompson & Knight, L.L.P.	4/28/2011	50708	The Austin Bulldog v Council Members	PA110000049
Greenberg Traurig	5/3/2012	53845	Fayette Power Plant	PA120000027
Bickerstaff Heath Delgado Acosta LLP	5/13/2011	50807	Elections - Redistricting 2011	PA110000048
Reeves & Brightwell LLP	5/15/2014	59529	Waller Creek Tunnel	PA140000038
Greenberg Traurig	5/24/2012	54024	HUD 108 Family Business Loan	PA120000032
Law Offices of Ken Ramirez	5/24/2012	53700	Water Rights	PA120000030
Max Renea Hicks Attorney at Law	5/27/2011	50938	Texas State Senate and Federal Congressional Redistricting	PA110000051
Andrews Kurth L.L.P	6/4/2013	56974	ROCIP-General	PA130000056
McCall, Parkhurst & Horton, L.L.P - Dallas	6/7/2016	65328	REIT Formation	MA 5700 16061600037
Clarence A. West Attorney at Law	6/11/2013	57030	Telecommunication	PA130000060
Mary K. Sahs, P.C.	5/23/2013	56786	LCRA Water Management Plan	PA130000051
Husch Blackwell LLP	6/26/2014	59927	ABIA Hotel	PA140000046
Richards Rodriguez & Skeith	7/2/2014	59987	Austin Firefighter Association v COA	PA140000045
Sedgwick	7/3/2014	59995	State Highway 45 SW	PA140000057
Greenberg Traurig	7/23/2012	54516	Industrial Development Corp (Local Government)	PA120000039
Andrews Kurth L.L.P	7/29/2010	48226	New Central Library Construction Contract	PA100000080
Richards Rodriguez & Skeith	8/2/2013	57483	Larry Jackson Jr. vs City of Austin [Jackson, Larry (OC-City)]	PA130000067
Greenberg Traurig	8/14/2012	54653	Governance Utility Issues	PA120000040
Lynn Ross & Gannaway, LLP	8/15/2013	57607	Personnel Issues	PA130000071
Robert Icenhauer-Ramirez	8/22/2013	57669	Jackson, Larry (OC-Kleinert)	PA130000066
David Richards	8/24/2013	58243	ICRC	PA140000008
Reeves & Brightwell LLP	9/22/2011	51991	Central Texas 2011 Fires	PA110000079
Bickerstaff Heath Delgado Acosta LLP	9/29/2014	60712	Ethics Review Commission	PA140000063
Colette Holt & Associates	10/19/2006	34990	MBE-WBE Program - 2006	PA070000008
Nickie Whitaker	10/26/2014	60914	Reagan National v COA	PA150000008
Van Ness Feldman LLP	11/3/2014	60949	SH-45 (NEPA-ESA Issues)	PA150000010

Chief Craig Miller	11/7/2014	61031	Bradley v City of Austin et al	PA150000007
Denton, Navarro, Rocha Bernal Hyde & Zech, P.C.	11/10/2010	49379	Urban Renewal Project	PA110000010
Reeves & Brightwell LLP	11/26/2012	55378	Aigner, Ronya	PA130000007
Mondrik & Associates	12/10/2008	42790	Audit and Sales Tax Issues	PA090000008
McCall, Parkhurst & Horton, L.L.P - Dallas	12/22/2014	61322	Whisper Valley PID	PA150000016

Master Agreement No.: 5700-PA110000048
Date Issued: May 23, 2011
Page 1

Law Dept
ATTN: Teresa Medina

Purchasing Office

96149

Legal Services-Elections-Redistricting 2011

Not To Exceed: \$53,000.00

Net 30

Destination

5/13/2011 through 5/12/2013

None

BICKERSTAFF HEATH DELGADO ACOSTA
816 CONGRESS AVE STE 1700
AUSTIN, TX 78701
BIC0679500

Lupe Cruz, Buyer I
Purchasing Office, (512) 974-9142

5700-11051900362

① View All (1 of 1) : Approve action completed.

MA - 5700- PA110000048- 2- Modification- Final

Action Menu

Load T and C Ship/Bill To Lines



▼General Information

Document Name :		Procurement Folder : 15198
Record Date :	08/17/2011	Procurement Type ID : 1
Budget FY :	2011	Uncla
Fiscal Year :	2011	Cited Authority :
Period :	11	Effective Begin Date : 05/13
Document Description :	Elections-Redistricting 2011	Expiration Date : 05/12
Calculated Document Total : \$53,000.00		Board Award Number : 28
Total Orders : \$53,000.00		Board Award Date : 07/28
Total of Header Attachments : 0		T & C Template :
Total of All Attachments : 0		Allow Partial Payment : <input checked="" type="checkbox"/>
		Allow Partial Receipts : <input checked="" type="checkbox"/>
		Replaces Award Doc Code :
		Replaces Award Doc Dept :
		Replaces Award ID :
		Replaced By Award Doc Code :
		Replaced By Award Doc Dept :
		Replaced By Award ID :
		Default Form :

► Modification

► Requestor Issuer Buyer

▼Thresholds

Minimum Order Amount :		Minimum Order Value : <input type="checkbox"/>
Maximum Order Amount :		Maximum Order Value : <input type="checkbox"/>
Not to Exceed Amount :	\$203,000.00	Not to Exceed : <input checked="" type="checkbox"/>

▼Extended Description

Extended Description :	Establish contract for legal services with Bickerstaff Heath Delgado Acosta, regarding Elections-Redistricting 2011 in an amount not to exceed \$53,000. Vendor code #BIC0679500. Effective 5/13/11 expiring 5/12/2013.
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City of Austin
Law Department

301 W. 2nd Street, P.O. Box 1088
Austin, Texas 78767-1088
(512) 974-2268

(512) 974-2268
Writer's Direct Line

(512) 974-2912
Writer's Fax Line

July 28, 2011

C. Robert Heath
Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy
Building 1, Suite 300
Austin, TX 78746

RE: Amendment No. 1 to Engagement Letter Dated May 13, 2011 regarding
Elections - Redistricting 2011.

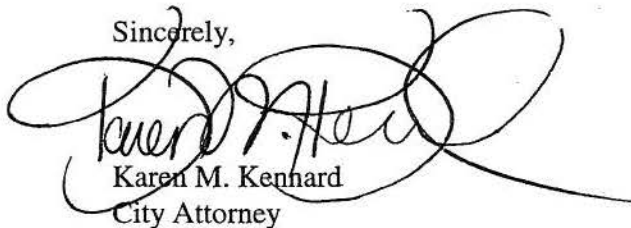
Dear Mr. Heath:

This letter is to notify you of an increase in our original contract agreement to provide legal services concerning the above-referenced matter. The increase is for the amount of \$150,000.00, for a contract total not to exceed \$203,000.00. The total contract includes:

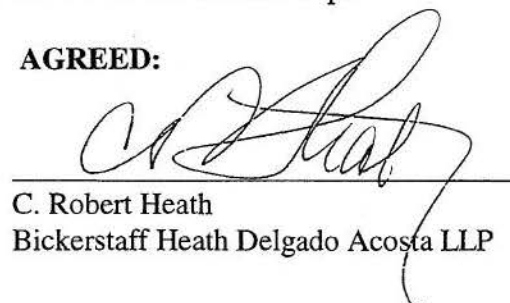
\$53,000.00 per the initial agreement of May 13, 2011; and
\$150,000.00 per this supplemental agreement.

Please sign and return this letter to Teresa Medina in the self addressed envelope.

Sincerely,


Karen M. Kennard
City Attorney

AGREED:


C. Robert Heath
Bickerstaff Heath Delgado Acosta LLP

KMK/tmm



**AUSTIN CITY COUNCIL
MINUTES**

**REGULAR MEETING
THURSDAY, JULY 28, 2011**

Invocation: Rev. Joel Salas, Emmanuel United Methodist Church

The following represents the actions taken by the Austin City Council in the order they occurred during the meeting. While the minutes are not in sequential order, all agenda items were discussed. The City Council of Austin, Texas, convened in a regular meeting on Thursday, July 28, 2011 in the Council Chambers of City Hall, 301 West Second Street, Austin, Texas.

Mayor Leffingwell called the Council Meeting to order at 10:07 a.m.

CONSENT AGENDA

The following items were acted on by one motion.

1. Approve the minutes of the Austin City Council work session of June 21, 2011, regular meeting of June 23, 2011, Canvassing of June 28, 2011, Mayor Pro Tem election of June 28, 2011 and special called meeting of June 29, 2011.
The minutes from the work session of June 21, 2011, regular Council meeting of June 23, 2011, canvassing of June 28, 2011, Mayor Pro Tem election of June 28, 2011 and special called meeting of June 29, 2011 were approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 6-0 vote. Council Member Tovo abstained.
2. Approve issuance of a rebate to Spring Valley Apartments for performing duct sealing at their 214-unit complex located at 2302 E. William Cannon Drive, in an amount not to exceed \$80,965.
The motion to approve the issuance of a rebate to Spring Valley Apartments was approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 7-0 vote.
3. Approve an ordinance authorizing acceptance of \$363,250 in American Recovery and Reinvestment Act (ARRA) grant funds administered through the State Energy Conservation Office (SECO) and amending the Fiscal Year 2010-2011 Austin Energy Operating Budget Special Revenue Fund (Ordinance No. 20100913-002) to appropriate such grant funds, and authorize negotiation and execution of a grant agreement between SECO and Austin Energy for the installation of a solar photovoltaic system at the City of Austin's George Washington Carver Museum and Library.
Ordinance No. 20110728-003 was approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 7-0 vote.
4. Authorize the negotiation and execution of an agreement with Brushy Creek Municipal Utility District (Brushy Creek) for the provision of out-of-district temporary water service to the Round Rock

August 1, 2011, in an amount not to exceed \$25,000, for a total contract amount not to exceed \$866,554. Related to Item #21. (Notes: 7567)

The motion authorizing the negotiation and execution of an amendment to the contract with AIDS Services of Austin, Inc. was approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 7-0 vote.

Items 26 and 27 were pulled for discussion.

28. Authorize negotiation and execution of an amendment to the legal services agreement with Bickerstaff Heath Delgado Acosta, LLP, to provide legal services related to districting and charter amendments, to increase funding in the amount of \$150,000, for a total contract amount not to exceed \$203,000. Funding is available in the Fiscal Year 2010-2011 Operating Budget of the Law Department.
The motion authorizing the negotiation and execution of an amendment to the legal services agreement with Bickerstaff Heath Delgado Acosta, LLP was approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 7-0 vote.
29. Approve an ordinance accepting \$4,000 in grant funds from the National Endowment for the Humanities and amending the Fiscal Year 2010-2011 Library Department Operating Budget Special Revenue Fund (Ordinance No. 20100913-002) to appropriate \$4,000 for the People & Stories/Gente y Cuentos Grant Program.
Ordinance No. 20110728-029 was approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 7-0 vote.
30. Approve an ordinance accepting \$750 in grant funds from the Texas State Library and Archive Commission (TSLAC) and amending Fiscal Year 2010-2011 Library Department Operating Budget Special Revenue Fund (Ordinance No. 20100913-002) to appropriate \$750 to send librarians or other qualified personnel to a TSLAC-sponsored Tech Training Exchange workshop.
Ordinance No. 20110728-030 was approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 7-0 vote.

Item 31 was pulled for discussion.

32. Approve a resolution appointing Kathie Tovo as a Director and reappointing Chris Riley and Laura Morrison as Directors of the Austin Housing Finance Corporation for terms expiring on June 15, 2014, and appointing Mike Martinez as a Director and Sheryl Cole as Vice President of the Austin Housing Finance Corporation for a term expiring on June 20, 2012.
Resolution No. 20110728-032 was approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 7-0 vote.
33. Approve a resolution adding the Austin Independent School District (AISD) to the City's Hazard Mitigation Action Plan (HMAP) Update and adopting an amendment to the HMAP Update that adds AISD's hazard data to the HMAP Update.
Resolution No. 20110728-033 was approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 7-0 vote.
34. Approve a resolution authorizing the filing of eminent domain proceedings for the Harris Branch Interceptor Lower A Project for a 1.160-acre tract of land for a wastewater line easement, being out of and a part of the Lucas Munos Survey No. 55, Abstract No. 513, in Travis County, Texas, in the amount of \$17,400. The owner of the needed property interests is AUSTIN HB RESIDENTIAL PROPERTIES, LTD. The property is located on the east side of Harris Branch Parkway, 0.5 mile south of Parmer Lane in the northeast portion of the City of Austin, Travis County, Texas.
Resolution No. 20110728-034 was approved on consent on Council Member Martinez' motion, Mayor Pro Tem Cole's second on a 7-0 vote.

View All (1 of 1) : Document submitted successfully**MA - 5700- PA110000048- 1- New- Final**[Action Menu](#)

Load T and C Ship/Bill To Lines

**General Information**

Document Name :		Procurement Folder :	1519808
Record Date :	05/23/2011	Procurement Type ID :	1
Budget FY :	2011		Unclassified
Fiscal Year :	2011	Cited Authority :	
Period :	8	Effective Begin Date :	05/13/2011
Document Description :	Elections-Redistricting 2011	Expiration Date :	05/12/2013
Calculated Document Total :	\$53,000.00	Board Award Number :	ADMIN
Total Orders :	\$0.00	Board Award Date :	
Total of Header Attachments :	0	T & C Template :	
Total of All Attachments :	0	Allow Partial Payment :	<input checked="" type="checkbox"/>
		Allow Partial Receipts :	<input checked="" type="checkbox"/>
		Replaces Award Doc Code :	
		Replaces Award Doc Dept :	
		Replaces Award ID :	
		Replaced By Award Doc Code :	
		Replaced By Award Doc Dept :	
		Replaced By Award ID :	
		Default Form :	

Modification**Requestor Issuer Buyer**

Issuer ID :	cruzl	Buyer Team :	
	Lupe Cruz	Buyer :	fasdcentral
	974-9142		See Solicitation
	Lupe.Cruz@ci.austin.tx.us		512-974-2500
Requestor ID :	medinat		purchinfo@ci.austin.tx.us
Name :	TERESA MEDINA		
Phone Number :	974-2205		
Email :	teresa.medina2@ci.austii		

▼Thresholds

Minimum Order Amount : Minimum Order Value : ☐
Maximum Order Amount : Maximum Order Value : ☐
Not to Exceed Amount : \$53,000.00 Not to Exceed : ☒

▼Extended Description

Extended Description : Establish contract for legal services with Bickerstaff Heath Delgado Acosta, regarding Elections-Redistricting 2011 in an amount not to exceed \$53,000. Vendor code #BIC0679500. Effective 5/13/11 expiring 5/12/2013.

▼Default Shipping/Billing

Shipping Location :

Law Department
LEGAL SERVICES DIV
301 W. 2ND ST
Austin
TX
78701-3906
US

Billing Location :

Law Dept
LAW DEPARTMENT
P. O. BOX 1546
Austin
TX
78767-1546
US

Shipping Method : Free On Board : Delivery Type : Estimated Delivery Days : Shipping Additional Info : Billing Additional Info :

▼Reporting

Reporting 1 :

Exceptions

Reporting 2 :

No Sustainability Impact

Reporting 3 :

NOT APPLICABLE

►Document Information

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Action Menu

Load T and C Ship/Bill To Lines

Renewal Period Summary

	Line Number	Renewal Period Length	Renewal Period Unit
  	1	0	Months

Insert New Line Insert Copied Line

First Prev Go To Next Last

General Information

Renewal Period Length : 0

Renewal Period Unit : Months

Notification Days Prior to Expiration : 180

Effective Date : 05/13/2013

Expiration Date : 05/12/2013

Edit

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Copy Forward

Close

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View All (1 of 1) : Document submitted successfully

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Action Menu

Load T and C Ship/Bill To Lines

Authorized Department Summary

	Line Number	Department	Department Name	Spending Limit	Ordered Amount
  ✓	1	5700	Law	\$0.00	\$0.00
Insert New Line Insert Copied Line			First Prev Go To Next Last		

General Information

Department : 5700 >

No Limit : ☒

Law

Active : ☒

Spending Limit : \$0.00

Exclude Department : ☐

Ordered Amount : \$0.00

Edit

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Action Menu

Load T and C Ship/Bill To Lines

Authorized Department Summary

	Line Number	Department	Department Name	Spending Limit	Ordered Amount
  	1	5700	Law	\$0.00	\$0.00
Insert New Line Insert Copied Line			First Prev Go To Next Last		

General Information

Department : 5700 

No Limit : ☒

Law

Active : ☒

Spending Limit : \$0.00

Exclude Department : ☐

Ordered Amount : \$0.00

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View All (1 of 1) : Document submitted successfully

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Action Menu

Load T and C Ship/Bill To Lines

	Vendor Line	Vendor Customer	Legal Name	Not to Exceed Amount	Ordered Amount
  	1	BIC0679500	BICKERSTAFF HEATH DELGADO ACOSTA LLP		\$0.00
Insert New Line Insert Copied Line			First Prev Go To Next Last		



General Information

Vendor Customer :	BIC0679500	Vendor Contact ID :	BIC06795001C
Legal Name :	BICKERSTAFF HEATH DELGADO ACOSTA LLP	Vendor Contact Name :	Contact unknown
Alias/DBA :		Vendor Contact Phone :	512-472-8021
Address Code :	1	Vendor Contact Phone Ext. :	
	816 CONGRESS AVE STE 1700	Vendor Contact Email :	
	AUSTIN	Vendor Type :	Primary
	TX	Master Agreement Code :	MA
	78701-2443	Master Agreement Department :	5700
	US	Master Agreement ID :	PA110000048
Vendor Preference Level :	99		

Thresholds

Discount Information

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Action Menu

Load T and C Ship/Bill To Lines

	Commodity Line	CL Description	Description	Unit	Unit Price	Service Contract Amount	Discount Percentage
  	1	Elections-Redistricting 2011	Legal Services, Attorneys		\$0.00	\$53,000.00	0.00%

Insert New Line Insert Copied Line





First Prev Go To Next Last

Load Catalog View/Edit Catalog Catalog Error Log

Vendor 1: BIC0679500 >



▼General Information

CL Description :	Elections-Redistricting 2011	Lock Catalog List Price :	
Commodity :	96149 >	Lock Order Specs :	<input type="checkbox"/>
	Legal Services, Attorneys	Commodity Specs :	
Line Type :	Service	Extended Description :	
Quantity :	0.00000		
Unit :	>		
Unit Price :	\$0.00		
Catalog :			
Discount Percentage :	0.00%	Service Contract Amount :	\$53,000.00
List Unit Price :	\$0.00	Service From :	
Discounted Unit Price :	\$0.00	Service To :	
Discount Effective From :		T & C Template :	>
Discount Effective To :		Tax Profile :	>
Vendor Preference Level :	99	Total Tax Amount :	\$0.00
Fixed Asset :	<input type="checkbox"/>	Line Total Amount :	\$53,000.00
		Item Sub Total Amount :	\$53,000.00
		Number of Attachments :	0

- ▶Additional Information
- ▶Reference Information
- ▶Shipping & Billing
- ▶Specifications
- ▶Tolerance Information

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City of Austin
Law Department

301 W. 2nd Street, P.O. Box 1088
Austin, Texas 78767-1088
(512) 974-2268

(512) 974-2268
Writer's Direct Line

RECEIVED

MAY 18 2011

LAW DEPARTMENT

(512) 974-2912
Writer's Fax Line

May 13, 2011

C. Robert Heath
Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy
Building 1, Suite 300
Austin, TX 78746

RE: Provide legal advice and counsel relating to redistricting issues and proposed city charter amendments, as assigned by the City Attorney

Dear Mr. Heath:

This Engagement Letter confirms that you will represent the City of Austin to provide legal services concerning the above-referenced matter. The City requires outside counsel to follow certain policies outlined in the attached Terms of Engagement. Please sign and return this Engagement Letter to Teresa Medina in the enclosed envelope, confirming that you agree to these policies.

Assistant City Attorney S. Sabine Romero is the in-house attorney responsible for managing this matter (the "Managing Attorney"). The City will pay for the legal services you provide, in a total amount not to exceed **\$53,000.00** for all fees and expenses billed under this agreement.


We have agreed that your billing rate for this matter is **\$380.00** per hour. The agreed billing rates for any other named attorney(s) and paralegal(s) authorized to work on this matter, if any, are shown on the attached **Rate Schedule**. **The City will not pay for work by any person not listed on the Rate Schedule unless I preauthorize the change in writing in an amendment to the Rate Schedule.** Unless later agreed to in writing, these hourly rates are set for the duration of this engagement.

If you require consultant or subcontractor services, you must receive prior written approval from me. Pursuant to the City's accounting and auditing policies, you must bill the City on your letterhead for services rendered by other firms, i.e., court reporters, record companies, and consultants. The City cannot pay invoices from other businesses if they were not hired directly by the City.

C. Robert Heath
May 13, 2011
Page 2

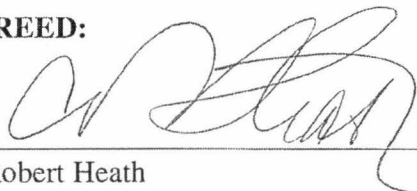
If you have any questions, please do not hesitate to call me or the Managing Attorney.

Sincerely,



Karen M. Kennard
City Attorney

AGREED:



C. Robert Heath
Bickerstaff Heath Delgado Acosta LLP

Attachments: Terms of Engagement
 Rate Schedule

KMK/tmm

Outside Counsel Hourly Rate Schedule and Authorized Staff

The City will only pay for work done by the staff named and at the hourly rates listed below.

The City expects that this matter will be leanly staffed and economically handled.

Work is to be done by the person with the appropriate qualifications and an appropriate hourly rate for the services performed.

The City expects that work on city matters will be done at hourly rates that are a substantial discount from the firm's general billing rates.

These hourly rates are set for the duration of the engagement.

Only the following people are authorized to work on this matter:

C. Robert Heath	Partner	\$380/hr
David Mendez	Partner	\$350/hr
Syd Falk	Partner	\$350/hr
Cindy Crosby	Associate	\$230/hr
Brad Young	Partner	\$230/hr
Sherry McCall	GIS Specialist	\$150/hr
	GIS Drawers	\$150/hr
	Paralegals	\$130/hr

Name	Classification (e.g., "partner," "associate," "paralegal")	Hourly Rate
------	--	-------------

Agreed:

CRH
Outside Counsel Initials

5-18-11
Date

CITY OF AUSTIN OUTSIDE COUNSEL – TERMS OF ENGAGEMENT

I. DEFINITIONS

“**Agreement**” means this Terms of Engagement, including all exhibits and any written amendments, and the Engagement Letter.

II. DUTIES OF FIRM

A. Scope of Services

We expect matters to be leanly staffed and economically handled. The Managing Attorney will be contacting you to discuss the specific work assignments, possible sharing of work between our in-house staff and your firm, and how to work together most efficiently to fulfill the engagement and to constrain costs. All decisions will be made jointly by you and the Managing Attorney.

Examples of such decisions include whether to:

- engage in extensive research on an issue and who will do the research;
- file a motion;
- hire an expert;
- take a particular deposition; and
- engage in settlement negotiations and the scope of those negotiations.

The potential outcome of a case in litigation should be evaluated early and if early settlement is appropriate, it should be pursued at every stage of the case. If necessary and appropriate, use of a neutral third party is encouraged. Some cases, of course, must be fully litigated.

Any decision to appeal a case must be made by the City Attorney.

In litigation matters, all briefs and any affidavits of City of Austin employees done by your firm must be forwarded to the Managing Attorney for review, in draft, at least three business days before filing. No brief or affidavit may be filed until it has been approved by the Managing Attorney.

In non-litigation matters, discuss with the Managing Attorney the precise services requested and whether a formal opinion is desired, or informal oral or written assistance.

Copies of all legal research or memoranda which you create, whether intended for internal or external use, must be timely furnished to the Managing Attorney.

B. Representation

The Firm shall coordinate all aspects of its services with the Managing Attorney assigned to this matter. Contemporaneous copies of all pleadings, legal memoranda, and correspondence shall be submitted to the Managing Attorney. All policy decisions, including but not limited to all settlement actions shall be made by the Managing Attorney. Please note that formal action by the Austin City Council may be required to approve certain actions, including settlement. All contact with City Officials must be coordinated through the Managing Attorney.

C. Conflict of Interest

Before commencing work on this assignment, you must verify whether your firm has a conflict of interest with respect to the parties involved. If any conflicts are present, please advise the Managing Attorney immediately in writing.

Your Firm may be asked to represent various clients whose interests are adverse to those of the City. By signing the Engagement Letter, you affirm that no such conflict exists. Further, during the course of this representation, your firm shall refrain from representing clients whose interests may conflict with those of the City. Should such a conflict arise, you shall contact the Managing Attorney immediately to discuss the situation.

D. Assignment

The Firm may not assign this Agreement in whole or in part, or subcontract any legal services without the prior written consent of the Managing Attorney.

E. Budget Cap to Complete the Engagement

If required by the Managing Attorney for this engagement, the Firm's budget for this matter is **attached**. The budget may include an agreement that work on this matter will be billed on an hourly basis with **total fees to complete work on the matter capped at the budget limit**. The budget shall include a list of specific legal services, including a detailed estimate of all fees, expenses, and costs for each legal service to be performed. If it becomes apparent to the Firm that it may exceed the budget cap because of unforeseeable, exceptional circumstances, the Firm may notify the Managing Attorney in writing describing in detail the reason why the Firm seeks to increase the budget cap. **It is solely within the City's discretion to deny or agree to a budget cap increase.**

F. Ethics

In providing legal services to the City, the Firm and each attorney providing services to the City shall fully comply with the Texas Disciplinary Rules of Professional Conduct. The law firm shall promptly notify the City if any disciplinary action or malpractice action is instituted against the law firm or an attorney providing services to the City.

G. Media Inquiries

All inquiries from the media must be referred to the Managing Attorney for response. No public comment on litigation matters may be made without prior approval from the City Attorney.

H. Authorized Expenditure Ceiling

The total cost of fees and expenses to the City for representation in this matter shall not exceed the authorized expenditure amount specified in the Engagement Letter. If the City requires additional services, a new or amended Agreement is required before fees or expenses exceeding the expenditure ceiling are incurred. **The City will not pay any amount in excess of the authorized expenditure ceiling without a new or amended written agreement.** Unlike the Budget Cap which is fixed for the engagement, the authorized expenditure ceiling may be increased if additional work is authorized.

I. Expenses

The Firm shall exercise prudence in incurring expenses. The Firm agrees to timely pay for all reasonable expenses incurred during representation of the City in this matter, including litigation expenses, if applicable. Such payments shall be made as they become due and payable subject to reimbursement as provided in this Agreement. The City agrees to reimburse the Firm for the reasonable,

actual cost of expenses incurred in this matter as provided in the Billing Requirements section of this Agreement.

J. No Increase in Billing Rates

The City will not increase billing rates for any matter which is in progress without the written approval of the City Attorney in an amended Rate Schedule.

K. Indemnity and Insurance

The Firm shall indemnify and hold the City harmless from any claims, liability, damages, suits, causes of action, and judgments arising out of or caused by the negligence, gross negligence, malpractice, or willful misconduct of the Firm, or any attorney associated with the Firm, in the rendering of legal services. The Firm shall carry professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence and shall not permit such insurance to be canceled or lapse during this engagement. The Firm shall provide an insurance certificate or other proof of insurance to the Managing Attorney with the return of the signed Engagement Letter.

L. Work Products

It is agreed that all files, reports, exhibits, pleadings, data compilations, memoranda, and other work products produced under this Agreement, collectively, the "Documents," are the property of the City of Austin. Upon termination, the Firm may retain a copy of the Documents, but the Firm shall deliver the original Documents to the City Attorney on request, at no expense to the City.

III. BILLING INSTRUCTIONS

Failure to follow these policies may result in no payment for part or all of the fees associated with work that does not comport with these policies.

The City will not pay for work outside the scope of work and assignments approved by the Managing Attorney.

All invoices must be submitted with a remittance page. Your firm's name and remittance address must exactly match your registration on the Vendor Self Service System (VSS).

If your firm has a change of address, you must notify the Managing Attorney immediately and update your registration on VSS. If you move to a different firm, you must indicate in writing your final date with the firm, submit a final invoice from the firm, and indicate your start date with your new firm. The continuation of this engagement and any staffing changes at your new firm must be approved in writing by the City Attorney.

A. Billing Requirements

1. Itemized bills must be submitted on Firm letterhead on a monthly basis.
2. Itemized bills must include a remittance page.
3. The Firm shall bill time in 1/10th of an hour increments.
4. The negotiated hourly rates on the attached Rate Schedule include all overhead and internal charges associated with your firm's practice. The City expects that work for the City will be done at a substantial discount from the firm's general billing rates. The City will not separately pay for overhead or law firm costs associated with services of secretaries, word processors, librarians, investigators, or other support staff.
5. The City will not pay for time spent preparing, discussing, or correcting a billing statement.

6. The City will not pay for opening routine correspondence which does not require a response or impact the merits of the case.

7. The City expects inefficiently spent time to be shown on the bill and written off in the sound exercise of billing judgment.

8. Any attorney work product for which the City is billed shall be provided to the City, either electronically or as a paper copy at the time it is completed.

9. If the Firm requests attorney fees in a contested motion and fees are awarded, the draft should be made payable to the City of Austin, or the amount of the award must be specifically credited on the next billing statement.

10. A copy of all invoices, bills, and receipts for expenses shall be attached to the monthly bill.

11. Expenses over and above the limits set forth herein shall be borne solely by the Firm and shall not be reimbursed under this Agreement.

B. Billing Statement Requirements

All billing statements must contain the following information:

1. IRS taxpayer identification number of the firm or attorney.

2. The vendor's name and address which must exactly match the name and address on the VSS (e.g., if the name includes L.L.P., it must match on the bill and on VSS).

3. Style of case or Matter description.

4. A remittance page with the monthly statement.

5. Dates of service and a detailed description of service. Vague descriptions, such as "review," "update," "attention to file," "research," and "trial preparation" without more specifics are not acceptable.

6. Name, classification (e.g., "partner," "associate," "legal assistant"), billing rate for the person doing the task, and specific time for service to a tenth of an hour.

7. Detailed listing of all expenses with supporting documentation for all third party and travel expenses.

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Sales and Use Tax. The Firm's invoices to the City must not contain assessments of any of these taxes.

C. Consultations

1. The City will not pay for inefficient conferences among outside attorneys or support staff. The City expects the matter to be leanly staffed.

2. The City will not pay for time involved educating an outside attorney on a particular matter when it has previously been handled by another attorney in the Firm.

D. Court Proceedings Attendance

1. Attendance of more than one attorney at depositions or court proceedings, including trials, is not reimbursable without prior approval by the Managing Attorney. Generally, one attorney is expected to handle matters.

2. Time involved for clerks, junior associates, or paralegals to accompany counsel to depositions, hearings, or trials for training purposes is not reimbursable.

E. Inefficient or Duplicate Work

The City **will not** pay for inefficient work, including the following:

1. More than one attorney performing any one task on a matter.

2. An attorney to re-do the work of a paralegal or another attorney.

3. Multiple entries for reviewing correspondence, documentation, trial, and/or deposition transcripts, indicative of inefficient work.

4. Repeat and inefficient research on an issue.

5. Legal research over 3 hours or any paralegal project over 5 hours, without prior Managing Attorney approval.

6. Research for matters which should be within the knowledge of an experienced practitioner.
7. Time spent training junior or other lawyers.

F. Expenses

The City **will not** pay for the following expenses:

1. General operating expenses other than long-distance phone bills, postage, and copying (not to exceed 10 cents per page).
2. Unnecessary use of express mail, facsimile transmissions, or couriers.
3. Any computerized legal research over \$200.00 without prior Managing Attorney approval.

The Firm must evaluate the need to engage experts, investigators, visual aid companies, etc. on a case by case basis, and must obtain approval of the Managing Attorney before retaining any such services.

G. Travel

The City **will not** pay:

1. For time spent traveling unless productive work is done during that time or a specific arrangement is agreed to in writing with the City Attorney in an amendment to this agreement.
2. For air travel expenses in excess of standard coach or economy fares. Counsel is expected to take advantage of special fares or discounts whenever possible and will check with the Managing Attorney for information on City vendor discounts.
3. For lodging and meals that exceed the per diem rates established by the U. S. General Services Administration.
4. For alcoholic beverages.
5. For charges from in room hotel "honor" bars.

The City **will pay** for automobile mileage not to exceed the amount permitted as a business expense under the Internal Revenue Code.

IV. DUTIES OF CITY

A. Payment Terms

1. The City shall pay the Firm on the basis of monthly invoices submitted by the Firm and approved by the City Attorney or his designee.
2. The City shall make payments to the Firm within 30 days of receipt of an invoice meeting contract and billing requirements.

B. Disputed Payments

1. If the City disputes any item in an invoice the Firm submits for any reason, the Managing Attorney shall advise the Firm of the issue and request that the Firm submit a new invoice of current date that does not include the disputed amount. The City will not pay for time spent discussing or correcting an invoice.
2. If the dispute is later resolved in the Firm's favor, the Firm may include the disputed amount on a separate invoice or on a subsequent monthly invoice.

C. Written Amendment

Unless otherwise specified, this Agreement may be amended only by written instrument executed by the City Attorney.

V. GENERAL PROVISIONS

A. Compliance with Laws

This Agreement and all disputes concerning this Agreement shall be governed by the laws of the State of Texas. Venue of any civil action between the parties regarding this Agreement shall lie exclusively in Travis County, Texas. All obligations of the parties shall be deemed performable in Travis County, Texas.

B. Right to Audit

The City has the right to inspect and audit all books, records, and documents of the Firm pertaining to this engagement at any reasonable time, to the extent necessary to verify the accuracy of any statement, charge, or computation.

C. Audit Expenses

If the Firm is asked to provide information to the City, including, but not limited to City auditors (either City employees or professionals hired by the City to audit the City's records) or the City finance department, the Firm shall provide such information at no additional cost to the City.

D. Entireties

This Agreement, together with the engagement letter, shall constitute the entire Agreement and understanding of the parties concerning the engagement of the law firm. There shall be no amendment or modification to this Agreement, except in writing signed by all parties.

E. Severability

If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court or an agency of competent jurisdiction, such declaration shall not affect the remainder of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VI. TERMINATION

Termination of Agreement

The City may terminate this Agreement with or without cause at any time. Upon receipt of a written request by the City, the Firm shall immediately discontinue work under the Agreement and transmit all files or written materials to the City. Thereafter, only those legal services necessary to effectuate termination of representation or transfer to another attorney may be performed. All such services must be expressly authorized in advance and in writing by the Managing Attorney.



INSURANCE WAIVER

Date: **5/19/11**

Department: **Law**

Contractor/Vendor: **Bickerstaff Heath Delgado Acosta LLP**

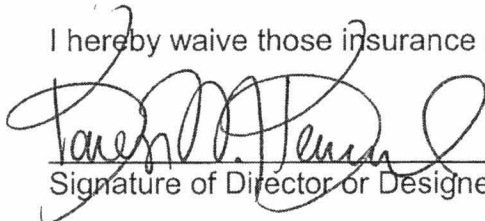
Description of Services: **Legal Services**

Buyer: **Lupe Cruz**

Insurance to be waived:

General Liability	<input checked="" type="checkbox"/>
Auto Liability	<input checked="" type="checkbox"/>
Worker's Compensation	<input checked="" type="checkbox"/>
Professional Liability	<input type="checkbox"/>

I hereby waive those insurance requirements shown for the above-mentioned contract.

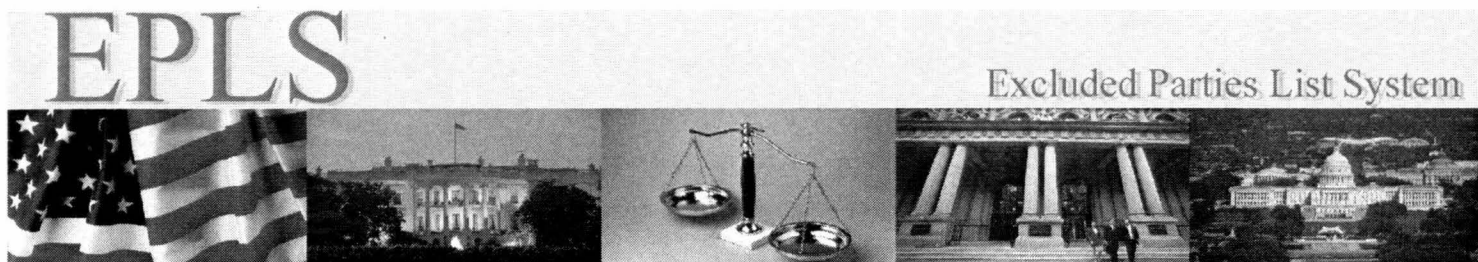


Signature of Director or Designee

May 19, 2011

Date

Notes _____



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Bickerstaff Heath Delgado Acosta LLP
SSN/TIN

As of 23-May-2011 4:00 PM EDT

Save to MyEPLS

Your search returned no results.

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Resources

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Reports

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Archive Search - Past Exclusions

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Contact Information

- > For Help: Federal Service Desk

Action Menu

[Load Vendor List](#) [Ship/Bill To Lines](#)

General Information

Document Name :

PCard ID :

Record Date :

PCard Exp :

Budget FY :

Accounting Profile :

Fiscal Year :

Procurement Folder :

Period :

Procurement Type ID :

Unclassified

Document Description :

Elections-Redistricting 2011

Tracking Number :

Warehouse :

Document Short Description :

Total of Header Attachments : 0

Actual Amount : \$53,000.00

Total of All Attachments : 0

Closed Amount : \$0.00

Closed Date :

Open Amount : \$53,000.00

Referenced Amount : \$0.00

Contact

Extended Description

Extended Description :

Establish contract for legal services with Bickerstaff Heath Delgado Acosta, regarding Elections-Redistricting 2011 in an amount not to exceed \$53,000. Vendor code #BIC0679500. Effective 5/13/11 expiring 5/12/2013.

Additional Information

Default Shipping/Billing

Document Information

Reporting

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