

March 11, 2021

**Via Email: David.Blackburn@bellcounty.texas.gov**

The Honorable David Blackburn  
County Judge  
Bell County Texas  
101 E. Central Avenue  
Belton, Texas 76513

Re: Redistricting Services Proposal for Bell County, City of Temple, and City of Killeen

Dear Judge Blackburn:

Thank you for the opportunity to provide a proposal for redistricting services for Bell County as well as the City of Temple and the City of Killeen, Texas (the “entity” or the “entities”). Bickerstaff Heath Delgado Acosta LLP (the “Firm”) is prepared to assist the entities with their respective redistricting needs in 2021.

The accompanying proposal and related material describe our experience, available resources, and our proposed plan for the delivery of the requested redistricting services. A proposed budget for each of the entities and timeline based on current census release information is included for discussion purposes. Each entity has different needs and is on a different timeline to accomplish their respective redistricting projects but there are aspects that can be coordinated among the entities to allow the community to benefit from economies of scale and efficiency. The enclosed materials explain some of that and we are prepared to discuss those aspects in more detail when we meet next week. Each entity has unique boundaries, although Bell County territory overlaps with the territory of each of the two Cities. An example of the benefit of communal work is that the work on the two City Council redistricting projects will inform and simplify the adjustment of Bell County voting precincts.

We have undertaken similar multi-jurisdictional redistricting projects over the last several redistricting cycles for several communities across Texas. Examples of these include, but are not limited to:

- Smith County, the City of Tyler, and Tyler ISD (2001, 2011)
- Midland County, the City of Midland, Midland ISD, and Midland Hospital District (2001, 2011)
- Brazos County, the Cities of Bryan and College Station, and Bryan ISD (2001, 2011)
- Galveston County, the City of Galveston, and Galveston ISD (2001)
- Dallas County, Dallas ISD, and Dallas Community College District (2001)
- Bexar County, the City of San Antonio, and Alamo College District (2011)

While those projects occurred in the same community during each cycle, typically the entities were on separate timelines to accomplish their projects and they did not contract with each other or generally coordinate the project. The Brazos County entities were probably the entities that most closely coordinated. Nonetheless, the principles and benefits of working on multiple projects in the timelines are the same and we believe those experiences are relevant to your project.

Since the Firm's founding in 1980, the Firm has provided redistricting services for hundreds of Texas municipalities, counties, school districts, and other political subdivisions over the last four redistricting cycles. Our redistricting practitioners and staff have many decades of experience providing redistricting services and we believe the Firm has more experienced redistricting attorneys than any other firm in the state.

Our services cover every aspect of our clients' redistricting needs. The project typically starts prior to the release of the census, confirming that each respective entity's single-member district governing board (council or commissioners court) information and jurisdictional boundaries are up to date and ready for use. Upon release of the census data, we provide an initial assessment of whether the districts/precincts are out of balance and require rebalancing to comply with state and federal legal requirements. If the districts/precincts are out of balance, we work with the entity's governing board to develop a redistricting process that allows the redrawing of boundaries in compliance with state and federal law and with appropriate public input. A redistricting plan is developed in that process to adjust the boundaries of the respective districts/precincts and bring them into "one person – one vote" balance.

In addition, we will assign a dedicated team of attorneys, GIS specialists, and other support staff to provide services for all of the entities in the community and ensure the full redistricting process is completed according to the entity's schedule and specific needs. The Firm will also draft any notices, orders, maps, tables, reports, or other legal documents required for the redistricting process. As you are aware, the compilation of the census data, preparation of reports and maps requires specialized GIS and other data compilation expertise. Our Firm's in-house GIS specialists and other paralegals assigned to the client's team handle these tasks, thus providing efficient and cost-effective service and allowing the attorneys on the team to focus on the more complex legal issues.

Thank you again for this opportunity. We would be pleased to represent Bell County, the City of Temple, and the City of Killeen on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Méndez". The signature is fluid and cursive, with a large initial "D" and a stylized "M" and "E" at the end.

David Méndez  
Partner

Enclosures

# **REDISTRICTING SERVICES PROPOSAL FOR**

**Bell County, Texas  
The City of Temple, Texas  
The City of Killeen, Texas**

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*Information provided by:*



March 12, 2021

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Bickerstaff Heath Delgado Acosta LLP  
Contact: David Méndez  
3711 South MoPac Expressway  
Building One, Suite 300  
Austin, TX 78746  
P: 512-472-8021  
F: 512-320-5638  
(800) 749-6646  
[www.bickerstaff.com](http://www.bickerstaff.com)  
[dmendez@bickerstaff.com](mailto:dmendez@bickerstaff.com)

## 1. Firm Qualifications

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Bickerstaff Heath Delgado Acosta LLP (“Firm”) is an Austin-based law firm founded in 1980 that represents Texas counties, cities, and other government entities. Since it was founded, the Firm has been involved with redistricting for the State of Texas as well as hundreds of Texas local government entities. The Firm proposes a comprehensive solution to each entity’s redistricting needs and has the expertise and technology to provide full-scope redistricting services. *Although other firms offer redistricting services, we differ in several key areas:*

- A. **More Experience** – 2021 will mark the *fifth decennial redistricting cycle* – our firm has provided redistricting services since our founding in 1980. We have worked for some of the largest counties and cities in Texas – including Dallas County, Tarrant County, Bexar County, El Paso County, and the cities of Houston, San Antonio, Dallas, El Paso, and Austin – along with numerous small and medium-sized counties and cities throughout Texas.

The work described by Bell County and the Cities is similar to work we have done for other communities. For example, the Firm redistricted Midland County, the City of Midland, Midland ISD, and Midland Hospital District in the 2001 and 2011 cycles. The Firm also redistricted Brazos County, the Cities of Bryan and College Station, and Bryan ISD in the 2001 and 2011 cycles; and Smith County, the City of Tyler, and Tyler ISD in the 2011 cycle. While not all of these were done under one contract, they were all coordinated efforts with the various entities benefitting from the collaboration and efficiency of a joint community effort.

The geographic reach of our redistricting practice is statewide, and our attorneys present redistricting topics at state and national conferences. For example, Mr. Bob Heath of our firm presented the topic *Evenwel v. Abbott: Redistricting and the Meaning of Political Representation* at the 2016 American Bar Association Conference in San Francisco. Additionally, our firm has extensive experience representing government clients regarding the federal Voting Rights Act, a critical component of the redistricting process.

- B. **Governmental Focus** – We have substantial legal practice experience with Texas local government entities and thus are sensitive to the complex legal issues they face -- including the often unique election, governance, and open government law issues dealt with on a regular basis by counties, cities, and other types of local governments in Texas.
- C. **Higher Capacity** – With 25 attorneys and 22 support staff, our firm is one of the largest in the state with extensive, longstanding, statewide, redistricting practice experience. The actual redistricting process occurs within a relatively short time frame, beginning with the release of census data and concluding with the formal adoption of plans. We will assign a

dedicated team of attorneys, GIS specialists, and other support staff to ensure the full redistricting process is completed according to each entity's schedule and specific needs.

**D. Customized Approach** – We recognize the redistricting needs of each entity will vary depending on their particular needs and timing constraints, which is why we work with the various governing bodies to prepare plans based on each entity's specific concerns and schedule. The redistricting process typically occurs only once per decade; therefore, it is vital for each governmental entity to capitalize on this opportunity to address a range of practical concerns under federal, state, and local law, some of which may include:

Bell County

- ◆ Provide an initial assessment to determine if the commissioner precincts are out of balance.
- ◆ If the initial assessment indicates the commissioner precincts are out of balance, establish a process based on statutory and constitutional requirements.
- ◆ Prepare and assist the County in developing policies that call for the use of traditional districting criteria.
- ◆ Prepare and present guidelines for public participation and a timeline for the project.
- ◆ Prepare an illustrative plan of redistricting.
- ◆ Plan and coordinate work sessions with commissioner court to review and build redistricting plans.
- ◆ Conduct public hearings.
- ◆ Review and legal analysis of minority majority districts and other legal questions as directed by commissioners court.
- ◆ Review and analysis of road-mileage allocation, if required.
- ◆ Review and analysis of Incumbent residency and justice precinct analysis, if necessary.
- ◆ Review and analysis of County facility locations and impact on precinct boundaries, if any.
- ◆ Election precinct coordination and adjustment.

Cities of Temple & Killeen

- ◆ Provide an initial assessment to determine if the council districts are out of balance.
- ◆ If the initial assessment indicates the council districts are out of balance, establish a process based on city charter requirements.
- ◆ Prepare and assist the City in developing policies that call for the use of traditional districting criteria.
- ◆ Prepare and present guidelines for public participation and a timeline for the project.

- ◆ Prepare an illustrative plan of redistricting.
- ◆ Plan and coordinate council work sessions with council to review and build redistricting plans.
- ◆ Conduct public hearings.
- ◆ Review of future annexation and population growth.
- ◆ Review and legal analysis of minority majority districts and other legal questions as directed by city council.
- ◆ Coordinate with County to make sure the council district boundaries are properly reflected in county election precincts.

The Firm will work closely with the entities to assess specific needs and deliver a final product that will be useful for the decade following the 2021 redistricting cycle.

**E. Technology** – The Firm utilizes the latest technology in order to meet client needs in several areas, including:

- **Quality Maps** – The Firm will be utilizing Maptitude Redistricting Software. In previous years, we have used AutoBound Redistricting Software developed by Citygate GIS. Both software applications are widely used by all levels of governments for redistricting and voting rights litigation. Maptitude redistricting software is developed by Caliper Corporation. Maptitude exports seamlessly with ESRI map products and allows export of all redistricting data for use in most standard mapping software. The redistricting software is uniquely specialized to be able to perform all types of analyses required for the development and evaluation of redistricting plans.
- **Virtual Meetings** – Some clients prefer to meet via videoconference in order to reduce travel costs. If requested, the Firm will utilize the GoToMeeting platform to present the initial redistricting assessment, host drawing sessions, or for other requested meetings.
- **In-Person Attendance** – We frequently attend meetings in person to deliver redistricting presentations. If needed, we have the capacity to bring laptops, a projector, and other technology to the meetings that may be useful to clients with limited on-site technology.
- **Website Posts** – The Firm can assist the entities in developing public notices, timelines, and map files for posting to their county/city website.

- F. **Savings** – We have developed pricing for the “initial assessment” phase of redistricting planning that minimizes costs to counties that may not require redistricting. **We do not require fees in advance of the work performed.** Our clients are billed on an hourly basis according to the work that is performed. We believe that flat fee arrangements often do not take into account the specific needs of individual clients, which is why we work closely with clients to structure plans tailored to meet their needs. Additionally, there are cost-savings approaches, such as virtual meetings and drawing sessions, which some clients prefer to utilize. We believe clients should have the flexibility to develop a budget that works for their needs. We are happy to work with you to develop a budget and find additional ways of reducing costs.

## **2. Scope of Redistricting Services**

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Each entity is under different timing constraints for completion of their projects. That timing may change based on the Legislature’s response to the Census delay. For discussion purposes, we have attached as **ATTACHMENT A** a single example timeline, and a project scope that outlines the Firm’s plan of work for the entities’ redistricting projects. At our presentation on Friday, March 19, 2021, we can discuss the particular needs of each entity.

## **3. Compensation**

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The basic pricing structure for our services is outlined below:

### **Initial Assessment**

The initial assessment will consist of the pre-census tasks, post-census initial data analysis, and a presentation and discussion of the Firm’s findings with each entity. If the entity is determined to be out of balance, we will develop a detailed budget, outline each entity’s obligations, and produce a timeline for completing the remainder of the redistricting process. We charge for the preparation and presentation of the initial assessment, plus out-of-pocket expenses. If the initial assessment reveals the entity is in balance, and the entity decides not to redistrict, no other fees will be assessed unless additional services are requested. While the entity may budget an amount to pay for our services in any of the fiscal years covered by our agreement, we will not bill the entity and we do not expect you to pay for the initial assessment until the work is performed. We have included as **ATTACHMENT B** a proposed budget for each entity’s redistricting project.

### **Redistricting Process**

#### **Hourly Fee Basis**

If the Firm’s analysis shows redistricting is required, we would proceed with the redistricting process at the Firm’s hourly rates for the tasks as described in the proposed budgets. In addition,

we have included as **ATTACHMENT C** a sample engagement agreement, which also shows the hourly rates of our redistricting team as well as other costs associated with redistricting services.

#### **4. Personnel**

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The Firm's redistricting team of attorneys and staff are available to work on redistricting projects. The redistricting team below highlights our depth of experience and availability to staff the entities' redistricting projects.

##### **David Méndez, Partner**

Prior to joining the Firm, David Méndez worked as an Assistant Attorney General in the Taxation Division of the Office of the Attorney General of Texas. David graduated from the University of Texas School of Law in 1980. He is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern and Western Districts of Texas, and U.S. Court of Appeals for the Fifth Circuit.

David has over 30 years of experience in voting rights and redistricting issues, and he regularly advises cities, counties, colleges, and school districts in these areas. He joined the Firm in 1986, and during the 1991 and 2001 redistricting cycles he represented some of the largest Texas counties in their redistricting and justice and constable realignment projects. David assisted extensively in the Firm's representation of the City of Houston in the 1991 *Campos* litigation, conducting substantial portions of the discovery, defending council members' depositions, preparing expert witnesses, and analyzing and briefing legal issues. He also handled the redistricting for Bexar County during the 1991 cycle. During the 2001 cycle, he redistricted counties as diverse as Schleicher County (population 3,283) and Dallas County (population 2,554,632).

David has been the lead attorney or had substantial responsibility for many municipal redistricting projects, including the following (among other) clients in the 2011 round of redistricting: City of San Antonio; City of El Paso, City of Corpus Christi, City of Midland; City of McKinney, and City of San Angelo. In the Dallas area, David has been the lead attorney on redistricting projects for Dallas College District and Dallas ISD for each of the last three cycles (1991, 2001, and 2011). He was lead on the Dallas County Commissioner Court redistricting in 2001.

David is fluent in Spanish and speaks and writes extensively on election law, voting rights, and redistricting issues. He has presented or published papers on election law and voting rights topics for the Texas Secretary of State's office, Texas Association of Counties, Texas Conference of Urban Counties, Texas Municipal League, Texas Association of School Board Attorneys, V.G. Young Institute of County Government (a part of the Texas A&M Agri-Life Extension Service and the Texas A&M University System), University of Texas School of Law, and Texas Association of Community College Attorneys.



### **C. Robert “Bob” Heath, Partner**

Prior to co-founding the Firm Bickerstaff & Heath, Bob Heath worked as Chair of the Opinion Committee at the Office of the Attorney General of Texas. He graduated from the University of Texas School of Law in 1972. He is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern and Western Districts of Texas, U.S. Court of Appeals for the Fifth Circuit, and the Supreme Court of the United States.

Bob has 38 years’ experience as a redistricting attorney. He has been lead counsel on many redistricting cases and is a frequent speaker on redistricting topics at state and national conferences. Examples of his publications and presentations include:

- ◆ *Applying a Bi-Racial Jurisprudence in a Tri-Ethnic World*, 2015 American Bar Association Conference (Chicago)
- ◆ *America Votes! Challenges Facing Modern Election Law & Voting Rights*, Co-author of the second, third, and fourth editions of the ABA publication
- ◆ Panelist at St. Mary’s Law Voting Rights Symposium
- ◆ *Evenwel v. Abbott: Redistricting and the Meaning of Political Representation*, 2016 American Bar Association Conference (San Francisco)

Bob has extensive experience representing governmental entities in voting rights lawsuits. A notable suit includes *Chen v. City of Houston*, 206 F.3d 502 (5<sup>th</sup> Cir. 2000), in which the city obtained a summary judgement dismissing a *Shaw v. Reno* challenge to its council districts.

Additionally, Bob authored an amicus brief on behalf of Harris County in the U.S. Supreme Court Case *Evenwel v. Abbott*. The suit attempted to require the use of voter-eligible population (e.g., citizen-voting-age population) in the allocation of state legislative seats. If the plaintiffs had been successful, it would have resulted in the county losing 2-3 state representative seats. Additionally, it would have made it more difficult to draw districts where Hispanics had an equal opportunity to be elected. The constitutional issue of the appropriate measure of population was one that the Firm had successfully litigated in the Fifth Circuit and in defending against petitions for certiorari in *Chen* and in *Lepak v. City of Irving*. The U.S. Supreme Court sustained Harris County’s position.

Bob has spoken and delivered papers on redistricting throughout the United States and is recognized as an expert in this area of law. His article, *Managing the Political Thicket: Developing Objective Standards in Voting Rights Litigation*, 21 Stetson L. Rev. 819 (1992) was quoted and cited by the United States Supreme Court in *Holder v. Hall*, 512 U.S. 874, 889 (1994) (O’Connor, J., concurring).

**Charles R. Kimbrough, Partner**

Chuck Kimbrough joined the Firm in January of 2003 and is part of the Firm's redistricting team. For more than 37 years, he has represented counties, cities, river authorities, and other local governments, and the State of Texas, in trial and appellate litigation, and has provided non-litigation services to local governments in a variety of practice areas including: redistricting; economic development (including tax abatement and tax increment financing); land use regulation and enforcement; land and public infrastructure acquisition and disposition involving water, wastewater, transportation and other public works projects; contracts and inter-local governmental agreements; competitive procurement; open government issues; public official ethics; and general counsel services.

He is admitted to practice before the following courts: Texas Supreme Court (1981) and all other Texas state courts; United States Supreme Court (1989); United States Court of Appeals for the Fifth Circuit (1988); and United States District Courts for the Northern (1988), Eastern (1989), and Western (1988) Districts of Texas. He is a graduate of: Lockhart High School (1972); Texas A&M University (B.A. 1976; Master Agri. 1978); and South Texas College of Law (J.D. 1981).

He served as Criminal District Attorney of Caldwell County, Texas (1991-2002) after being a partner of the law firm of Blundell, Moore & Kimbrough in Lockhart, Texas (1981-1990). He is a member of the following professional organizations: American Bar Association; Austin Bar Association; Bar Association of the Fifth Circuit; Champion of Justice Society of the Texas Access to Justice Foundation; Federal Bar Association (Austin Chapter); Fellow of the Texas Prosecutor Society of the Texas District & County Attorneys Foundation; and Texas Aggie Bar Association.

He served as former President of the Caldwell County Bar Association when he practiced law in Caldwell County. In 2012, he was the recipient of the James B. Sales "Boots on the Ground" Award of the Texas Access to Justice Commission, and was further recognized as an Access to Justice Pro Bono Champion in the Texas Bar Journal, for his successful representation of pro bono clients in certain, complex land title litigation filed against unscrupulous developers in Williamson County, Texas. He is a frequent presenter at conferences regarding legal issues affecting Texas counties.

**Sydney W. Falk, Jr., Partner**

Prior to joining the Firm, Syd Falk worked as a briefing attorney to Hon. Will Garwood at the United States Court of Appeals for the Fifth Circuit. He graduated from the University of Texas School of Law in 1984, and is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern, and Western Districts of Texas, U.S. Courts of Appeals for the Fifth and Ninth Circuits, and Supreme Court of the United States.

Syd is one of the Firm's senior redistricting attorneys. He has substantial experience in redistricting, having served as a redistricting attorney or team leader on dozens of redistricting projects in 1991, 2001, and 2011. He has been responsible for redistricting by Texas local

government entities of all types, including counties, cities, school districts, and special districts, including in the 2001 redistricting cycle, work on the redistricting of Missouri City, Bexar County, Dallas County, Tarrant County, Dallas ISD, Austin ISD, and dozens of others. In the 2011 cycle, he represented (among others): the cities of Colorado City, Lockhart, Bryan, Brenham, and Stockdale; Bexar, Wilson, Brazos, El Paso, Llano, and Schleicher counties; and Bryan ISD.

Syd also has experience handling voting rights litigation, both through his work on cases handled by the Firm and as a former Fifth Circuit briefing attorney. He defended Dallas County and Bexar County in lawsuits challenging abolishment of justice precincts (from which JPs and constables are elected) -- the counties prevailed in those cases. He was co-counsel with Bob Heath in the *Chen v. City of Houston* case, and participated with other Firm attorneys in the 1991 *Campos v. City of Houston* litigation -- the City of Houston prevailed in those cases. More recently, he defended Bexar County in a case challenging the County's elimination of a Justice of the Peace position -- that case settled, and the abolition of the JP position stood.

Prior to obtaining his law degree, Syd received a Ph.D. in theoretical astrophysics from the University of Texas at Austin and performed post-doctoral work at CalTech and the University of Chicago. He was an Assistant Professor of Astronomy at the University of Texas at Austin for four years, and a science consultant at the Los Alamos National Laboratory from 1980-1986. His background in mathematics and statistics is valuable in analyzing relevant redistricting statistics and the expert testimony in voting rights cases.

### **Gunnar P. Seaquist, Partner**

Prior to joining the Firm, Gunnar Seaquist worked as an Assistant Attorney General in the General Litigation Division of the Office of the Attorney General of Texas. He graduated from Baylor University School of Law in 2006 and is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern, and Western Districts of Texas, and U.S. Court of Appeals for the Fifth Circuit. Gunnar currently counsels two Texas cities on voting-related charter amendments. He regularly assists the Firm's senior redistricting team with voting rights and litigation issues, as noted by the examples described below:

- ◆ Gunnar assisted Bob Heath in defending the City of Grand Prairie in a redistricting challenge under the U.S. Constitution and Section 2 of the Voting Rights Act, drafting of an amicus curie brief on behalf of Harris County in the recent *Evenwel v. Abbott* Supreme Court Case, and defending the City of Pasadena in a redistricting challenge under the U.S. Constitution and Section 2 of the Voting Rights Act.
- ◆ Gunnar assisted David Méndez in the redistricting of Beaumont ISD, with a specific focus on ensuring compliance with federal voting rights laws and analyzing and preventing litigation risks.
- ◆ Most recently, Gunnar headed the Firm's efforts in a mid-decade redistricting project for the City of Mesquite.

### **Sherry McCall, Senior GIS Specialist**

Sherry McCall is the Firm's senior redistricting and GIS specialist. She handles or supervises the technical drawings of maps, and she works closely with our attorneys and election specialists to compile the various technical reports and maps required for our redistricting clients.

Prior to joining the Firm 23 years ago, Sherry was a research analyst at the Texas Education Agency, where she helped implement the agency's first GIS system. She has data programming experience and has worked extensively with data from the Texas Education Agency, the U.S. Census Bureau and the Texas Legislative Council. She will be responsible for the preparation of all data used for a redistricting project. She assists our attorneys in analyzing population/voting data and relevant historical elections, and developing the analyses needed for redistricting projects. She also provides analyses, exhibits, and support for the Firm's redistricting and other litigation. Sherry graduated from the University of North Texas with a B.A. in Biology in 1991. (She is not an attorney and is not licensed to practice law.)

## **5. Representative Clients**

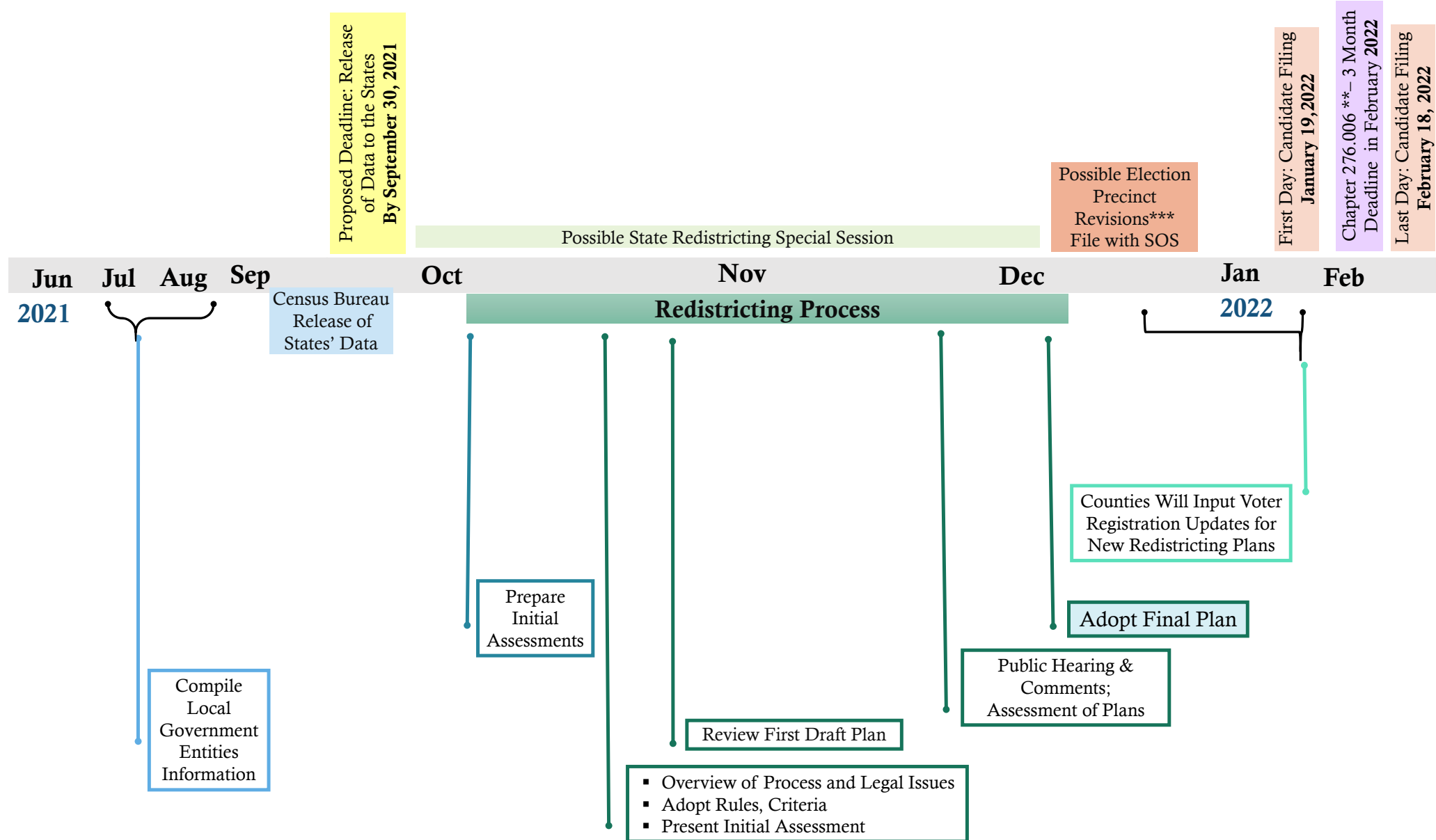
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The Firm has represented a large number of counties, cities, school districts, community colleges, and special districts across Texas in redistricting matters. A representative cross section of our county and city redistricting clients is listed below.

- ◆ Bexar County
- ◆ Brazos County
- ◆ El Paso County
- ◆ Lubbock County
- ◆ Smith County
- ◆ Tarrant County
- ◆ City of Bryan
- ◆ City of Corpus Christi
- ◆ City of Irving
- ◆ City of San Antonio
- ◆ City of Tyler

**ATTACHMENT A:**  
**EXAMPLE TIMELINE & REDISTRICTING PROJECT SCOPE**

# Proposed 2021 Redistricting Time Line for Cities with May 7, 2022 Elections and a County with Possible Changes in Primary Election Dates for 2022 Based on Census Bureau Release of Data by September 30, 2021\*



\*Based upon the last information posted by the Census Bureau on February 12, 2021.

This time line assumes no changes in current election deadlines although bills have been filed to adjust Texas' Primary election dates for 2022.

\*\*NOTE: Texas Election Code Chapter 276.006:

A change in the boundary of a political subdivisions other than a county must be adopted 3 months prior to the election under than plan.

\*\*\*The October 1<sup>st</sup> statutory deadline for election precincts is no longer valid; possible Legislative action on election precinct deadlines.

# BICKERSTAFF HEATH DELGADO ACOSTA LLP

## REDISTRICTING PROJECT SCOPE

### **OVERVIEW**

#### **1. Initial Presentation to the Client on Redistricting**

Presentation will discuss redistricting laws and process; designed to provide an overview on possible ways to complete a redistricting project and subsequent implementation of the redistricting plan including election procedures.

#### **2. Collection of Data**

We will request data from the Client(s) to include current boundaries, election data, community data, facilities, incumbent locations, and other related data to facilitate the redistricting process.

#### **3. Evaluation of the 2020 Census Data**

Prepare an initial assessment of the new 2020 Census data on current boundaries; Prepare population and demographic analysis for each set of current boundaries; prepare presentations to each governing body including data charts showing race/ethnic breakdowns and maps showing race/ethnic densities by census block and/or voting tabulation districts; discuss legal requirements based upon the results of the initial assessment.

#### **4. Consideration and Adoption of Guidelines and Criteria; Prepare Redistricting Timeline**

Discussion on possible guidelines and criteria for redistricting plans; Discussion on level of public process desired by the Client(s); Preparation of a redistricting timeline to schedule the various components of the process; Adoption by the Client(s) of criteria and guidelines.

#### **5. Conduct Drawing Session(s)**

Conduct in person or remote and telephone drawing session(s) to prepare initial draft plan(s); Provide support and technical mapping skills to each governing body for rebalancing the districts/precincts.

#### **6. Designation of Illustrative Plan(s) for Public Review**

Client(s) will designate draft initial plan(s) to become illustrative plan(s) for the purposes of public review and solicitation of public comment.

## **7. Provide Documents for Illustrative Plan(s) for Client to Post to Website and Begin Citizen Plan Submission Period**

Client(s) posts illustrative plan(s) to website and other media for the purpose of gathering public comment and accepting any citizen submitted alternative plans for Client(s) review.

## **8. Conduct Public Hearing(s)**

Conduct public hearing(s) on an illustrative plan to gain further input from the public.

## **9. Reports on Public Comment and Consideration of Possible Revisions to Plan(s)**

Reports presented to the Client(s) on all public comment and citizen submitted plans. Period for any revisions to the plans as desired by the Client(s).

## **10. Client Considers and Adopts Redistricting Plan**

Client(s) meets to consider plan(s) and adopt a redistricting plan for implementation.

## **11. Preparation for Plan Implementation and Election**

Establish transition process for all Clients to new redistricting plan; prepare to call an election; notify all government entities of the redistricting plan; assist county with any voter coding questions as requested by the Client(s); prepare final maps for posting and other statutory requirements.



**ATTACHMENT B:**  
**PROPOSED REDISTRICTING BUDGETS**

# Proposed Bell County 2021 Redistricting Budget

	Partner	Atty	Senior GIS	GIS	Para	Flat fee	Reimbursable Expenses
	\$420	\$300	\$230	\$180	\$180		
<b>I. PRELIMINARY WORK</b>							
Initial schedule planning	0	0	0	0	0		
Gather Data and input benchmark	0	0	0	0	0		
Geocode incumbents	0	0	0	0	0		
Identify and begin other Census-related tasks	0	0	0	0	0		
<b>II. INITIAL ASSESSMENT</b>							
Preparation of initial assessment (flat fee)						\$4,500.00	
<b>III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA</b>							
Initial Consultation with Commissioners	3	1	3	4	0		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations/load County data (polling places and facilities)	0	0	2	8	2		
Draft resolution on criteria & process	1	1.2	0	0	2		
ADVICE/CONSULTATION Total Hours	4	3.2	5	12	6		
ADVICE/CONSULTATION Total Cost	\$1,680	\$960	\$1,150	\$2,160	\$1,080		
<b>IV. DEVELOP REDISTRICTING PLANS</b>							
Build first illustrative plan Commissioner Precincts	3	2	3	6	1		
Revisions to Commissioner Precincts	3	1	2	4	1		
Build Election Precinct plan*	4	3	4	14	3		
Second Election Precinct adjustment	1	3	4	8	1		
DEVELOP REDISTRICTING PLANS Total Hours	11	9	13	32	6		
DEVELOP REDISTRICTING PLANS Total Cost	\$4,620	\$2,700	\$2,990	\$5,760	\$1,080		
<b>V. PUBLIC HEARINGS AND ADOPTION OF PLAN</b>							
Prepare for and conduct Public hearing	3	2	3	3	1		
Analyze public input	2	4	1	4	3		
Prepare for and conduct meeting at conclusion of hearings to present findings	1	2	1	0	0		
Meeting to adopt Final Plan	3	2	1	4	1		
Translate hearing notices/submission notice into Spanish	0	0	0	0	1		\$200.00
Large Format Maps for Posting at Hearings (\$50.00 x 2 maps)							\$100.00
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours	9	10	6	11	6		
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost	\$3,780	\$3,000	\$1,380	\$1,980	\$1,080		
<b>VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS</b>							
Maps/demographic information to County Staff	0	0	0	3	0		
Submit Election Precinct Map to Texas Secretary of State	0	0	1	1	0		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
Assist with voter coding (upon request)	0	0	0	0	0		
DISSEMINATION OF PLANS Total Hours	0	0	2	7	2		
DISSEMINATION OF PLANS Total Cost	\$0	\$0	\$460	\$1,260	\$360		
<b>Total Attorney Hours</b>	<b>46.2</b>						
<b>Total GIS Hours</b>	<b>88</b>						
<b>Total Paralegal Hours</b>	<b>20</b>						
<b>GRAND TOTALS</b>	<b>\$10,080</b>	<b>\$6,660</b>	<b>\$5,980</b>	<b>\$11,160</b>	<b>\$3,600</b>	<b>\$4,500.00</b>	<b>\$350.00</b>

**TOTAL FOR ALL**  
**TOTAL HOURS**

<b>\$42,330</b>
<b>154.2</b>

This budget includes 1 Commissioner Precinct Plan and a revision and one Election Precinct Plan and a revision.

\* Hours allocated to Election Precinct plans are for election precincts that follow existing Census geography.

This budget does not include a county road mile analysis.

# Proposed City of Temple 2021 Redistricting Budget

	Partner	Atty	Senior GIS	GIS	Para	Flat fee	Reimbursable Expenses
	\$420	\$300	\$230	\$180	\$180		
<b>I. PRELIMINARY WORK</b>							
Initial schedule planning							
Gather data and input benchmark							
Geocode incumbents							
Identify and begin other Census-related tasks							
<b>II. INITIAL ASSESSMENT</b>							
Preparation of initial assessment (flat fee)						\$4,500.00	
<b>III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA</b>							
Initial consultation with City Council	4	1	4	6	1		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations/load City data (polling places, and facilities)	0	0	2	8	2		
Draft resolution on criteria & process	1	2	0	0	2		
ADVICE/CONSULTATION Total Hours	5	4	6	14	7		
ADVICE/CONSULTATION Total Cost	\$2,100	\$1,200	\$1,380	\$2,520	\$1,260		
<b>IV. DEVELOP REDISTRICTING PLANS</b>							
Build first Illustrative Plan for City Council Districts	4	1	4	6	2		
Revise Illustrative Plan for City Council Districts	2	1	2	5	2		
DEVELOP REDISTRICTING PLANS Total Hours	6	2	6	11	4		
DEVELOP REDISTRICTING PLANS Total Cost	\$2,520	\$600	\$1,380	\$1,980	\$720		
<b>V. PUBLIC HEARINGS AND ADOPTION OF PLAN</b>							
Prepare for and conduct public hearing/adoption of final plan	3	2	2	5	2		
Translate hearing notices/submission notice into Spanish	0	1	0	0	2		\$200.00
Large format maps for posting at public hearings (\$50.00 x 2 maps)							\$100.00
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours	3	3	2	5	4		
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost	\$1,260	\$900	\$460	\$900	\$720		
<b>VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS</b>							
Maps/demographic information to City	0	0	0	2	1		
Submit adopted redistricting plan to County Elections' Department	0	0	1	2	1		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
DISSEMINATION OF PLANS Total Hours	0	0	2	7	4		
DISSEMINATION OF PLANS Total Cost	\$0	\$0	\$460	\$1,260	\$720		
<b>Total Attorney Hours</b>	<b>23</b>						
<b>Total GIS Hours</b>	<b>53</b>						
<b>Total Paralegal Hours</b>	<b>19</b>						
<b>GRAND TOTALS</b>	<b>\$5,880</b>	<b>\$2,700</b>	<b>\$3,680</b>	<b>\$6,660</b>	<b>\$3,420</b>	<b>\$4,500.00</b>	<b>\$350.00</b>
		<b>TOTAL FOR ALL</b>		<b>\$27,190</b>			
		<b>TOTAL HOURS</b>		<b>95</b>			

\* Hours allocated to plans are for districts that follow existing Census geography.  
This budget includes one City Council District plan with revisions.

# Proposed City of Killeen 2021 Redistricting Budget

	Partner	Atty	Senior GIS	GIS	Para	Flat fee	Reimbursable Expenses
	\$420	\$300	\$230	\$180	\$180		
<b>I. PRELIMINARY WORK</b>							
Initial schedule planning							
Gather data and input benchmark							
Geocode incumbents							
Identify and begin other Census-related tasks							
<b>II. INITIAL ASSESSMENT</b>							
Preparation of initial assessment (flat fee)						\$4,500.00	
<b>III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA</b>							
Initial consultation with City Council	4	1	4	6	1		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations/load City data (polling places, and facilities)	0	0	2	8	2		
Draft resolution on criteria & process	1	2	0	0	2		
ADVICE/CONSULTATION Total Hours	5	4	6	14	7		
ADVICE/CONSULTATION Total Cost	\$2,100	\$1,200	\$1,380	\$2,520	\$1,260		
<b>IV. DEVELOP REDISTRICTING PLANS</b>							
Build first Illustrative Plan for City Council Districts	4	1	4	6	2		
Revise Illustrative Plan for City Council Districts	2	1	2	5	2		
DEVELOP REDISTRICTING PLANS Total Hours	6	2	6	11	4		
DEVELOP REDISTRICTING PLANS Total Cost	\$2,520	\$600	\$1,380	\$1,980	\$720		
<b>V. PUBLIC HEARINGS AND ADOPTION OF PLAN</b>							
Prepare for and conduct public hearing/adoption of final plan	3	2	2	5	2		
Translate hearing notices/submission notice into Spanish	0	1	0	0	2		\$200.00
Large format maps for posting at public hearings (\$50.00 x 2 maps)							\$100.00
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours	3	3	2	5	4		
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost	\$1,260	\$900	\$460	\$900	\$720		
<b>VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS</b>							
Maps/demographic information to City	0	0	0	2	1		
Submit adopted redistricting plan to County Elections' Department	0	0	1	2	1		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
DISSEMINATION OF PLANS Total Hours	0	0	2	7	4		
DISSEMINATION OF PLANS Total Cost	\$0	\$0	\$460	\$1,260	\$720		
<b>Total Attorney Hours</b>	<b>23</b>						
<b>Total GIS Hours</b>	<b>53</b>						
<b>Total Paralegal Hours</b>	<b>19</b>						
<b>GRAND TOTALS</b>	<b>\$5,880</b>	<b>\$2,700</b>	<b>\$3,680</b>	<b>\$6,660</b>	<b>\$3,420</b>	<b>\$4,500.00</b>	<b>\$350.00</b>
		<b>TOTAL FOR ALL</b>		<b>\$27,190</b>			
		<b>TOTAL HOURS</b>		<b>95</b>			

\* Hours allocated to plans are for districts that follow existing Census geography.

This budget includes one City Council District plan with revisions.

**ATTACHMENT C:**  
**SAMPLE ENGAGEMENT AGREEMENT**

# Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

## ENGAGEMENT AGREEMENT

This agreement 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 agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Bell County, Texas (the "County").

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, David Méndez, 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.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in **Exhibit A**. 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.

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 required 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 other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We will only adjust these rates with your consent and will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as **Exhibit B**.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as **Exhibit C** and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16<sup>th</sup> of the month and ends on the 15<sup>th</sup> of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of receipt of invoice by the County. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice 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.

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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, subject to Court approval if necessary. 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 status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in **Exhibit A**, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

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 will 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.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Bell County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your 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 addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to the County, please sign the enclosed duplicate original of this agreement 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.

**AGREED TO AND ACCEPTED**

BELL COUNTY, TEXAS

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

\_\_\_\_\_  
[Printed name]

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

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

cc:   Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

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

**David Méndez**

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

SAMPLE



**Exhibit A — Scope of Services**  
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future, we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Redistricting services after release of 2020 Census for:
  - Bell County Commissioners Court
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

**Exhibit B — Billing Rates**  
Bickerstaff Heath Delgado Acosta LLP

**County Commissioner Precincts Initial Assessment**

**\$4,500.00**

The initial assessment will consist of the pre-census tasks, post-census initial data analysis, and a presentation and discussion of the Firm's findings with the Commissioners Court. If the commissioner precincts are determined to be out of balance, we will develop a detailed budget, outline the County's obligations, and produce a timeline for completing the remainder of the redistricting process. We charge \$4,500 for the preparation and presentation of the initial assessment, plus out-of-pocket expenses. If the initial assessment reveals that the commissioner precincts are balanced, and the Court decides not to redistrict, no other fees will be assessed unless additional services are requested.

**Redistricting Process**

**Hourly Fee Basis (plus out-of-pocket expenses)**

Unless otherwise indicated in writing, our fees for legal services related to redistricting are determined on the basis of the hourly rates of the respective attorneys, paralegals, and specialists who perform the services, plus out-of-pocket expenses. These rates vary depending on the expertise and experience of the individual and are indicated below.

Senior Attorneys: \$420-\$480 per hour

Other Attorneys: \$250-\$375 per hour

Senior GIS Specialist: \$230 per hour

GIS Specialist: \$180 per hour

Paralegal: \$180 per hour

## **Exhibit C—Client Costs Advanced**

### **Bickerstaff Heath Delgado Acosta LLP**

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 outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

#### Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

#### Delivery Services

Outside delivery services are used for pickup 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.

#### Postage

Our postal equipment calculates exact U.S. 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 and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover 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.

#### Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

#### Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, 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.

#### Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

#### Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will 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, expert witness fees, consultants and other similar expenses. Mileage will be reimbursed at the IRS rate and other travel costs will be reimbursed in accordance with the County's travel policy.

**Exhibit D—Verification Required by Texas Government Code Chapter 2271**  
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY: \_\_\_\_\_  
David Méndez

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

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Bell County, Texas.