

MEMORANDUM

DATE: October 22, 2021
TO: Mayor Lankford & City Council
VIA: Mercy Rushing, City Manager
FROM: Cindy Karch, City Secretary CK
SUBJECT: Discuss and consider action on redistricting the City of Mineola Ward System based on 2020 Census data.

Background Information:

The City of Mineola established a Ward System in 1995. The Constitution requires political subdivisions to redistrict within the first two years after the Census. I did reach out to the County to see if they were doing it and maybe we could go in with them, but have not heard back. We contract with the county to do our elections.

I reached out to TML Legal and they provided several names of attorneys that do redistricting. I spoke with Mr. Bob Heath of Bickerstaff Heath Delgado Acosta LLP and he feels that his firm can accomplish this for us before our next election. I have attached the engagement letter and resume for your review. The fee is \$4,500. If they find that the wards are balanced as they are, no further action will be required. I looked back in our records and do not find that the city has ever done this. However, with all of the new apartment complexes, annexations and housing additions all going into the city, I feel it is very important to move forward with this project.

Since the project is less than \$5,000 there are no RFP and bidding requirements.

Recommendation:

It is recommended that the council approve moving forward with redistricting.

Final Disposition:

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 the City of Mineola, Texas (the "City").

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

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 16th of the month and ends on the 15th 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 its stated date. 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.

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 law's provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Wood 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 City, please sign the enclosed duplicate original of this agreement and return it and the required retainer 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

CITY OF MINEOLA, TEXAS

By: _____

[Printed name]

Title: _____

Date: _____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP



By: _____

C. Robert Heath

Date: October 21, 2021

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 based on 2020 census data for the City of Mineola, Texas; and
- 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

Initial Assessment

\$4,500.00

The initial assessment will consist of the preliminary tasks, post-census initial data analysis, and a presentation and discussion of the Firm’s findings with the City Council. If the council districts are determined to be out of balance, we will outline the City’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 council districts are balanced, and the City 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 lawyers, 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.

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: _____

C. Robert Heath

Date: October 21, 2021

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



C. Robert Heath

PARTNER

AUSTIN OFFICE

3711 S. MoPac Expressway,
Building One, Suite 300
Austin, Texas 78746

Phone: 512-472-8021
Fax: 512-320-5638
Email: bheath@bickerstaff.com

Attorney Overview

Bob Heath's redistricting experience began in 1971 when, as a legislative aide, he assisted in the preparation of state senate districting plans. Following the 1980, 1990, 2000, and 2010 censuses, he represented many governmental bodies during the redistricting process. This representation included preparation of plans using the firm's in-house GIS system and preparation of submissions to the Department of Justice under section 5 of the Voting Rights Act. In 2001, he advised the Texas Legislative Redistricting Board, and in 2003, he advised the Texas Senate on redistricting. In 2002, he was retained by the Attorney General to assist in defending the state's redistricting plans. The redistricting following the 2020 census will be the sixth decennial redistricting in which he has worked. Mr. Heath has also served as counsel in many important voting rights cases.

Representative Experience

The firm has advised more than 100 governmental entities and has prepared hundreds of submissions to the Department of Justice. Its clients have included counties, cities, community college districts, school districts, and special districts as well as the State of Texas. The following list includes some of the voting rights cases in which the firm represented a governmental entity. In each case, Mr. Heath either served as lead counsel or had a major role in the representation.

Patino v. City of Pasadena, 230 F.Supp.3d 667 (S.D. Tex. 2017). The firm defended a city that had replaced its single-member-district election system with a mixed system containing both single-member districts and at-large positions. The court ruled for the plaintiffs, and, following a change of administration, the city decided not to pursue its appeal.

Dacus v. Parker, 466 S.W.3d 820 (Tex. 2015). The firm represented the City of Houston in the Texas Supreme Court defending the wording of a ballot proposition. The Court disapproved of six prior appellate cases and ruled against the city.



Practice Areas

- ◆ Voting Rights & Redistricting
- ◆ Elections
- ◆ Civil Litigation
- ◆ General Administrative
- ◆ Open Government
- ◆ Annexation & Land Use
- ◆ Cities
- ◆ Counties
- ◆ Higher Education
- ◆ Schools
- ◆ Special Districts

Education

- ◆ The University of Texas School of Law, J.D.– Friar Society
- ◆ The University of Texas at Austin, B.A

Admissions

- ◆ Supreme Court of Texas, 1972
- ◆ Supreme Court of the United States

Benavidez v. Irving Independent School District, 2014 WL 4055366 (N.D. Tex. 2014). The firm defended the school district's decision to adopt a 5-2 mixed plan rather than a 7-0 single-member-district plan. The court ruled for the plaintiff.

Cisneros v. Pasadena Independent School District, 2014 WL 1668500 (S.D. Tex. 2014). The firm successfully defended the school district's use of an at-large election system.

League of United Latin American Citizens, District 19 v. City of Boerne, 2013 WL 12231416 (W.D. Tex. 2013). The firm defended the city against a claim for \$500,000 in attorneys' fees. The court ruled that the plaintiff was not a prevailing party and, thus, was not entitled to recover any fees.

Fabela v. City of Farmers Branch, 2012 WL 3135545. The firm defended the city's use of its at-large election system. The court ruled that population changes revealed by the census resulted in a Section 2 violation.

Lepak v. City of Irving, 453 F. App'x 522 (5th Cir. 2011). The firm defended the City of Irving in a challenge to the use of total population as the apportionment base where the jurisdiction contains a high percentage of non-citizens. The plaintiffs, who were backed by a Washington-based advocacy group, brought the case in an effort to get the issue to the Fifth Circuit or Supreme Court in hopes of creating a new standard for apportionment. The city prevailed on summary judgment, which was affirmed by the Fifth Circuit. The Supreme Court denied the petition for a writ of certiorari.

Lopez v. City of Houston, 617 F.3d 336 (5th Cir. 2010). The firm represented the City of Houston in an action claiming that the city's failure to add two new council seats violated section 5 of the Voting Rights Act. The district court granted the city's motion to dismiss the suit, and the Fifth Circuit affirmed.

Reyes v. City of Farmers Branch, 586 F.3d 1019 (5th Cir. 2009). The firm successfully defended the City of Farmers Branch's at-large election system. The basic issue involved the ability to measure post-censal growth in the Hispanic population.

Benavides v. Irving Ind. Sch. Dist., 690 F. Supp. 451 (N. D. Tex. 2010). The firm successfully defended the Irving school district's at-large election system despite an earlier negative ruling by a district judge involving essentially the same geographic area.

Benavides v. City of Irving, 638 F. Supp 700 (N.D. Tex. 2009). The firm defended the City in a challenge to its at-large election system. The district court ruled in favor of the plaintiff, and, rather than appeal, the city and plaintiff agreed to a compromise that was consistent with the city's plan to adopt a mixed system.

- ◆ Unites States Court of Appeals for the Fifth Circuit
- ◆ United States District Courts for the Eastern, Northern, Southern, and Western Districts of Texas
- ◆ Administrative Law, Texas Board of Legal Specialization

Rodriguez v. Bexar County, Tex., 385 F.3d 853 (5th Cir. 2004). The firm successfully defended Bexar County against various voting rights and state constitutional attacks when it abolished a constable precinct.

2001 Texas legislative and congressional redistricting litigation. The firm was retained by the Office of the Attorney General of Texas to assist the state in defense of the 2001 legislative redistricting and in the litigation in which the federal court drew an interim congressional plan. The cases included *Mexican-American Legislative Caucus Texas House of Representatives v. Texas*, 536 U.S. 919 (2002) (summ. aff.); *Perry v. Del Rio*, 67 S.W.3d 85 (Tex. Sup. 2001); *In re Perry*, 60 S.W.3d 857 (Tex. Sup. 2001).

Chen v. City of Houston, 206 F.3d 502 (5th Cir. 2000). The firm represented the City of Houston in defending its current redistricting plan against a *Shaw v. Reno* challenge. The district court granted summary judgment in favor of the City, and the Fifth Circuit affirmed in March 2000. The United States Supreme Court, Justice Thomas dissenting, denied Chen's petition for writ of certiorari.

Robert Valdespino and Brenda Rolon v. Alamo Heights Independent School District, et al., 168 F.3d 848 (5th Cir. 1999). The firm successfully defended the school district in a challenge to its at-large election system. The plaintiffs filed a petition for certiorari, and the Solicitor General, at the invitation of the Court, submitted a brief in which the United States urged that the petition be granted. The Supreme Court, however, denied the petition in January 2000.

Foreman v. Dallas County, Texas, 521 US 979 (1997) This case, which produced a U.S. Supreme Court opinion, related to whether procedures for appointing election judges were covered by Section 5 of the Voting Rights Act. The case was dismissed before a final ruling on the merits, but the district court awarded attorney's fees after finding that the suit was a catalyst to corrective legislation. The Fifth Circuit reversed the award and narrowed the scope of the catalyst theory as a basis for awarding attorney's fees (193 F.3d 314 (5th Cir. 1999)). A petition for certiorari was denied by the Supreme Court.

Campos v. City of Houston, 113 F.3d 544 (5th Cir. 1997). This case involved a successful defense of the at-large portion of the City of Houston's election system. The case established the Fifth Circuit rule on using citizen voting age population in voting rights analysis.

Campos v. City of Houston, 776 F. Supp. 304 (S.D. Tex. 1991), No. 91-6100 (5th Cir. Oct. 24, 1991), 960 F.2d 26 (5th Cir. 1991) (subsequently withdrawn), 968 F.2d 446 (5th Cir. 1992), 112 S.Ct. 354 (1991) (Scalia, J., in chambers), 113 S.Ct. 971 (1993) (denial of certiorari). This hotly contested case involved a counterclaim in which the city sought permission for the 1991 city election to be conducted notwithstanding the Department of Justice's objection to the 1991 redistricting plan. The city was successful, and the election was held as scheduled.

United States v. City of Houston, 800 F. Supp. 504 (S.D. Tex. 1992) (3-judge court). The firm defended the city in a suit brought by the Department of Justice which sought to enjoin the city's 1991 election. The election was not enjoined and the court rejected a subsequent request by the United States to overturn it.

Texas v. United States, No. 94-1529 (D.D.C. July 10, 1995) (3-judge court). The firm represented Harris, Fort Bend, Tarrant, and Midland counties before the district court of the District of Columbia seeking preclearance of the creation of several judgeships. The Department of Justice had earlier refused to preclear the statutes creating the courts. Since preclearance was required to be sought by the State, the counties participated in the capacity as amicus. The District of Columbia court precleared all the courts.

Harris v. City of Houston, 151 F.3d 186 (5th Cir. 1998). The firm was voting rights counsel to the city in defending its 1996 annexation of the Kingwood area against attacks under the Voting Rights Act. The district court ruled for the city and the Fifth Circuit dismissed the appeal as moot.

League of United Latin American Citizens v. Midland ISD, 829 F.2d 546 (5th Cir. 1987) (en banc). The firm prepared an amicus brief and participated in the oral argument before the en banc Fifth Circuit. The basic issue involved whether two minority groups could be combined to constitute a single group that was large enough to meet the Supreme Court's threshold requirement set out in *Thornburg v. Gingles*. This case was decided on procedural grounds so the court did not reach the substantive issues.

Overton v. City of Austin, 871 F.2d 529 (5th Cir. 1989). The firm successfully represented the City of Austin in defending its at-large council election system.

Salas v. Southwest Texas Junior College, 964 F.2d 1542 (5th Cir. 1992). The firm successfully represented the junior college district in defense of its at-large election system.

LeRoy v. City of Houston, No. H-78-2174 (S.D. Tex. 1985). A federal judge issued a temporary restraining order halting absentee balloting in the 1985 mayoral and council election for the City of Houston. The firm was hired to assist the City Attorney in representing the City before the Department of Justice and the three-judge court. The election was able to proceed as scheduled.

Alfred Valero, et al. v. City of Kerrville, et al., No. SA-96-CA-413 in the United States District Court for the Western District of Texas, San Antonio Division. The firm represented the city in a challenge to its at-large election system. After presentation of expert reports, the plaintiffs dropped the case.

Bosquez v. City of Amarillo, No. 2-05CV-324-J in the United States District Court for the Northern District of Texas, Amarillo Division. The firm represented the city in a challenge to its at-large election system. After presentation of the expert reports, the plaintiffs dropped the case.

Career Highlights

- ◆ Partner, Bickerstaff Heath Delgado Acosta LLP, 1980 - present
- ◆ Chairman, Attorney General's Opinion Committee, 1974-1980
- ◆ Assistant Attorney General of Texas, 1973-1980
- ◆ Law Clerk to Honorable Jack Roberts, U.S. District Judge for the Western District of Texas, 1972-1973
- ◆ Texas Super Lawyers list, 2007 - present
- ◆ *The Best Lawyers in America*©, Administrative/Regulatory Law, 2022

Publications & Presentations

- ◆ "Managing the Political Thicket: Developing Objective Standards in Voting Rights Litigation," (21 *Stetson Law Review*, 819 [1992]). This article is an expansion of Mr. Heath's presentation to a symposium on voting rights co-sponsored by Tulane Law School, Stetson Law School, and the Local Government Section of the Florida State Bar held in Clearwater, Florida in April 1991. The article has been cited and quoted by the U.S. Supreme Court.
- ◆ "Thornburg v. Gingles: The Unresolved Issues," 79 *National Civic Review* 50 (1990). (This article relates to issues arising from the leading U.S. Supreme Court case on single-member districts.)
- ◆ "*Baker v. Carr*" (encyclopedia article); *The Encyclopedia of the United States Congress* (Simon & Schuster: New York 1995).
- ◆ Editor and Foreword to *Gerrymandering Texas* by Steve Bickerstaff, ix-xiv. Lubbock: Texas Tech University Press, 2020.

- ◆ "Immigration, Citizenship and the 2020 Census," Chapter 1 in America Votes! A Guide to Modern Election Law and Voting Rights, 4th Edition, Benjamin E. Griffith, Editor (2019).
- ◆ "Using Census Data Sources to Prove Citizenship in Voting Rights Litigation," Chapter 4 in America Votes! A Guide to Modern Election Law and Voting Rights, 3rd Edition, Benjamin E. Griffith, Editor (2016).
- ◆ "The Impact of Noncitizens on Voting Rights Issues," Chapter 2 in America Votes! A Guide to Modern Election Law and Voting Rights, 2nd Edition, Benjamin E. Griffith, Editor (2012).
- ◆ "Applying the Voting Rights Act in an Ethnically Diverse Nation," 85 Miss. L.J. 1305, Voting Rights Act Symposium (2017).
- ◆ "Texas Cities and Redistricting," Rio Grande Valley City Attorneys Association CLE Program (March 2021).
- ◆ "Census Delay and the Change in Administrations Will Affect Redistricting," *Texas Town & City* magazine (March 2021).
- ◆ "Census Delay Presents Challenges for County Redistricting," article published for the Texas Conference of Urban Counties Education & Policy Conference (March 2021).
- ◆ "Texas Cities and Redistricting," Houston Area Municipal Attorneys CLE Program (January 2021).
- ◆ "Municipal Redistricting Obligations Triggered by the Upcoming Release of the 2020 Federal Census" (Co-presenter with David Méndez), Texas City Attorneys Association Fall Virtual Conference (October 2020).
- ◆ "Texas Cities and Redistricting," Nineteenth Annual Riley Fletcher Basic Municipal Law Seminar, a program hosted by Texas City Attorneys Association (February 2020).
- ◆ "Decision #1: Data," presented at the 2019 NCSL Capitol Forum, Phoenix, Arizona (December 2019).
- ◆ "The Coming Voting Rights Battle After *Evenwel*," presented to the 2018 Fall CLE and Networking Conference, American Bar Association Section of State and Local Government Law, San Antonio, Texas (October 2018).
- ◆ "*Evenwel v. Abbott*: Redistricting and the Meaning of Political Representation," presented to the 2016 ABA Annual Meeting, American Bar Association Young Lawyers Division and Section of State and Local Government Law, San Francisco, California (August 2016).
- ◆ "Applying a Bi-Racial Jurisprudence in a Tri-Ethnic World," presented to the 2015 ABA Annual Meeting, American Bar Association Section of State and Local Government Law, Chicago, Illinois (July 2015).
- ◆ "*Shelby County v. Holder* and the Demise of Section 5: What is Next for Voting Rights in Texas?" presented to Texas City Attorneys Association Sixteenth Annual Riley Fletcher Basic Municipal Law Seminar, Austin, Texas (February 2015).
- ◆ "What's Left of the Voting Rights Act?" presented to Texas City Attorneys Association TML Annual Conference, Houston, Texas (October 2014).
- ◆ "City Attorneys and the Voting Rights Act," presented to Texas City Attorneys Association Fourteenth Annual Riley Fletcher Basic Municipal Law Seminar, Austin, Texas (February 2013).
- ◆ "Open Records Laws and the Redistricting Process," presented to National Conference of State Legislatures National Redistricting Seminar, Austin, Texas (March 27, 2010).
- ◆ "The Impact of Non-Citizens on Voting Rights Issues," "Nuts and Bolts of Voting Rights Litigation," and "A Tool Box and Time Line for Redistricting following the 2010 Census," all presented to the International Municipal Lawyers Association, Columbia, South Carolina (December 10, 2009).

- ◆ "When Elections are Too Close to Call," presented to the Advanced Texas Administrative Law Seminar, Austin, Texas (August 2009).
- ◆ "Redistricting Issues for City Attorneys," presented to the Texas City Attorneys Association Summer Conference (June 2009).
- ◆ "2009 Supreme Court Voting Rights Cases," presented to the 51st Annual County Judges and Commissioners Continuing Education Conference, Austin, Texas (March 2009).
- ◆ "Redistricting and the Census," presented to the BHPC Local Government Seminar, Austin, Texas (April 2008).
- ◆ "Census 2010," presented to the BHPC Local Government Seminar, Austin, Texas (April 2007).
- ◆ "Balancing Section 2 and Shaw v. Reno: Lessons from Chen v. City of Houston" presented to the Mid-Year Seminar of The International Municipal Lawyers Association, Washington, D.C. (April 2002).
- ◆ "Redistricting 2001," presented at Challenges Facing Local Governments, Federal Bar Association, Dallas, Texas (September 1999); at the 45th Annual Education Law Association Conference, Chicago, Illinois (November 1999); at the National Association of Counties 2000 Legislative Conference, Washington, D.C. (March 2000); at the 2000 Texas City Attorneys Association Semi-Annual Conference, South Padre Island, Texas (June 2000); at the National Association of Counties 2000 Annual Conference, Charlotte, North Carolina (July 2000); and at the Virginia Association of Counties Conference, Charlottesville, Virginia (August 2000).
- ◆ "Countdown to Redistricting," presented to the BHSPKM Local Government Seminar, Austin, Texas (April 1999).
- ◆ "Redistricting in 2001: Different than it Used to Be," presented to the BHSPKM Local Government Seminar, Austin, Texas (April 1998).
- ◆ "Voting Rights After *Miller*," presented to the 42nd Annual Institute for City and County Attorneys, Athens, Georgia (September 1995).
- ◆ "Section 2, Section 5, One Man-One Vote--Surviving Redistricting Without Litigation," presented to the National Institute of Municipal Law Officers, Boston, Massachusetts (September 23, 1990). (The National Institute of Municipal Law Officers is the national association for city attorneys.) Also published in Cities and Villages, a publication of the Ohio Municipal League, January 1991.
- ◆ "Preparing for Redistricting After the 1990 Census," presented to the National Institute of Municipal Law Officers, Washington, D.C. (March 1990).
- ◆ "Voting Rights: Defendant's Perspective," presented at Suing and Defending Governmental Entities and Officials, State Bar of Texas Professional Development Program, Dallas and San Antonio, Texas (February 1990).
- ◆ "Recent Developments in Voting Rights Law," presented to the National Institute of Municipal Law Officers, Seattle, Washington (October 1989).
- ◆ "Effect of Annexation Prior to Preclearance Under Section 5 of the Voting Rights Act," presented to the Section on Zoning, Planning and Land Development of the National Institute of Municipal Law Officers, Washington, D.C. (March 16, 1986).

City Redistricting 2021 Checklist

To compile your initial assessment now that the 2020 Census data is scheduled for release, we need the following information from you submitted between August 1, 2021 and August 15th, 2021.

Please submit your information, including this form, in **one batch on a flash drive** mailed to:
Bickerstaff Heath Delgado Acosta LLP, 3711 MoPac Expressway, Building One, Suite 300, Austin, Texas 78746

THE DATA, INFORMATION, AND DOCUMENTS NEEDED TO BEGIN:

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| <p><input type="checkbox"/> Current City Limit Lines</p> <ol style="list-style-type: none">1. Map of Current City Limits2. Shapefiles of Current City Limit boundaries3. Are there pending Full Purposes annexations for the City?
Yes or No <small>(Circle one)</small>4. Are there pending Limited Purpose Annexations? Yes or No <small>(Circle one)</small>5. If yes, please provide a map and shapefiles of both Full Purpose and Limited Purpose pending annexations. <p><input type="checkbox"/> Current City Council Districts</p> <ol style="list-style-type: none">1. Map of the City Council Districts2. Shapefiles of the current City Council districts3. Shapefiles of all geocoded City facilities including City Hall and administration buildings and any facility associated with the City (annexes, city parks, libraries, police stations, fire stations)4. Provide the Ordinance approving the Current City Council Districts <p><input type="checkbox"/> Election Schedule and Election Information</p> <ol style="list-style-type: none">1. Advise us to your upcoming election schedule:
_____2. Advise us as to whether the county is contracted to hold your elections. Yes or No <small>(Circle One)</small>3. If the City conducts its own elections, provide all polling locations in shapefile format or in Excel with complete names and address if shapefiles are not available.4. Provide applicable Charter provisions or Ordinances. <p><input type="checkbox"/> Census Bureau Boundary and Annexation Survey</p> <ol style="list-style-type: none">1. Have you submitted information to the Census Bureau for annexation updates? Yes or No <small>(Circle One)</small> <p><input type="checkbox"/> Meeting Schedule for the City Council
Please provide a regular meeting schedule for the City Council for the remainder of 2021 and January 2022.</p> <p><input type="checkbox"/> Distribution List for Redistricting Information
Please provide a list of email and phone number information.</p> | <p><input type="checkbox"/> Other Information for Redistricting</p> <ol style="list-style-type: none">1. Street Centerline and Address Point shapefiles for the City2. If available, shapefiles showing communities of interest, neighborhoods, areas of expected growth, apartment/multi-family complexes. <p><input type="checkbox"/> Identify any State or Federal Prisons or State Schools Located in the City</p> <ol style="list-style-type: none">1. Do you have state/federal prison facilities or state schools located within the City? Yes or No <small>(Circle One)</small>2. Does the City historically exclude this population for redistricting purposes? Yes or No <small>(Circle One)</small>3. If you have any of these facilities, provide the full name and address of these facilities in Excel format. Or if already mapped, in shapefile format. <p><input type="checkbox"/> Elected Officials <u>RESIDENCE</u> Locations</p> <ol style="list-style-type: none">1. Shapefiles of incumbent City Councilmembers' resident geocoded locations.2. If shapefiles are not available or cannot be created, send an Excel file with full name and residential address.3. Advise us of any vacancies on the City Council4. Identify term-limited incumbents. <p><input type="checkbox"/> Redistricting Contact Person for Additional Information:
<small>(name, phone number and email address)</small></p> <p>_____</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> Technology Questions</p> <ol style="list-style-type: none">1. Internet capability in meeting room? Yes or No <small>(Circle One)</small>2. Does the meeting room have a projector? Yes or No <small>(Circle One)</small>3. Do the City Councilmembers have access to monitors for remote meetings? Yes or No <small>(Circle One)</small>4. Is there conference call capability in the meeting room? Yes or No <small>(Circle One)</small> |
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