



January 24, 2022

Hon. Jacques L. Blanchette  
County Judge  
Tyler County, Texas  
Tyler County Courthouse  
100 West Bluff Street, Room No. 102  
Woodville, Texas 75979  
**VIA E-MAIL AND UNITED STATES MAIL**

Hon. Stevan Sturrock  
County Commissioner, Precinct Four  
Tyler County, Texas  
Tyler County Courthouse  
100 West Bluff Street, Room No. 102  
Woodville, Texas 75979  
**VIA E-MAIL AND UNITED STATES MAIL**

Re: Bickerstaff Heath Delgado Acosta LLP -- Proposal for Legal Services Engagement  
Regulation of Sexually Oriented Businesses

Dear Judge Blanchette and Commissioner Sturrock:

This letter is in response to the contact I received from Commissioner Sturrock inquiring about our availability to represent Tyler County ("County") regarding the regulation of sexually oriented businesses (on an as-needed basis only) -- with the primary focus initially being services provided to the County for the drafting and enactment of a set of County regulations and permitting rules pertaining to those types of businesses -- as authorized by Chapter 243 of the Texas Local Government Code and other authority. We are available to represent the County regarding this matter and would be honored to do so.

The following documents regarding this matter are enclosed for consideration by the Commissioners Court at its Monday, February 14, 2022 public meeting:

- (1) a proposed vote-order (in duplicate) approving a legal services engagement agreement with our law firm, including the engagement agreement attached as Exhibit 1 to the order;
- (2) our executed Form 1295, Texas Ethics Commission, Certificate of Interested Parties; and
- (3) our executed Chapter 176, Texas Local Government Code, Form CIQ.

As discussed with Commissioner Sturrock by telephone, I will appear at the Commissioners Court meeting at 10:00 a.m. on Monday, February 14, 2022 to discuss the proposed engagement and answer questions. If the agreement is approved, I will be ready that morning to discuss this matter with the Commissioners Court -- if that timing is agreeable with the Court members.

Please call if you have questions and thank you for considering our law firm to represent the interests of Tyler County.

Sincerely,

  
Charles R. Kimbrough

Enclosures (4)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Bickerstaff Heath Delgado Acosta LLP  
Austin, TX United States

**Certificate Number:**

2022-841102

**Date Filed:**

01/18/2022

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tyler County, Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2022-BHDA001  
Legal Services - Regulation of Sexually Oriented Businesses

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Willms Rogers, Emily	Austin, TX United States	X	
	Than, Catherine	Houston, TX United States	X	
	Maxwell, Susan M.	Austin, TX United States	X	
	Caputo , Cobby	Austin, TX United States	X	
	Katz, Joshua D.	Austin, TX United States	X	
	Weller , Steven H.	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Charles R. Kimbrough, and my date of birth is September 4, 1954.

My address is 3711 S. MoPac Expy., Bldg. One, Ste. 300, Austin, Texas, 78746, U.S.A.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 24<sup>th</sup> day of Jan, 2022.  
(month) (year)

Charles R. Kimbrough  
Signature of authorized agent of contracting business entity  
(Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Bickerstaff Heath Delgado Acosta LLP

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.** None.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.** None.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
  
 Signature of vendor doing business with the governmental entity

1-24-2022  
 Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ORDER NO. 2142022

**WHEREAS**, Tyler County, Texas (“County”), is a duly organized and operating County of the State of Texas, and its governing body is the Commissioners Court of Tyler County, Texas (“Commissioners Court”); and

**WHEREAS**, the County, by and through its Commissioners Court and pursuant to all relevant authority, desires to retain and acquire legal counsel and the professional legal services of the law firm of Bickerstaff Heath Delgado Acosta LLP of Austin, Texas regarding the matter (“Legal Matter”) described in the attached **Exhibit 1**;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Commissioners Court of Tyler County, Texas, for and on behalf of the County and in the public interest, hereby orders, approves, and adopts the following:

- (1) It is necessary, proper, and advisable for the County and its Commissioners Court to be represented by the following law firm regarding the Legal Matter due to the legitimate and principal interests of the County and the public as herein described: Bickerstaff Heath Delgado Acosta LLP of Austin, Texas (“Law Firm”).
- (2) The Law Firm is retained by the Commissioners Court on behalf of the County, and is hereby formally engaged and hired by the County to provide legal counsel and related professional and personal services for the County as more particularly described in the Engagement Agreement attached as **Exhibit 1**, and further, the Engagement Agreement is approved by the Commissioners Court for execution by the County Judge *County Judge Pro Tem in absence of County Judge this date.*
- (3) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.
- (4) All preliminary recitals and attached documents are incorporated by reference.
- (5) This order shall take effect immediately from and after its passage.
- (6) This order was considered and approved at a public meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act, and other authority.
- (7) The Commissioners Court by this order grants an exemption regarding the Engagement Agreement from the competitive

bidding and procurement requirements of Section 262.023 of the Texas Local Government Code, pursuant to and in accordance with Section 262.024 of the Texas Local Government Code and other authority, in view of the professional and personal services to be rendered by the Law Firm to the County and its Commissioners Court regarding the Engagement Agreement and Legal Matter.

**ORDERED, APPROVED, AND ADOPTED** on the 14<sup>th</sup> day of February, 2022.

**THE COMMISSIONERS COURT OF TYLER COUNTY, TEXAS**

Absent

County Judge  
Tyler County, Texas

Joseph P. Blaukschen

County Commissioner, Precinct 1  
Tyler County, Texas

[Signature]

County Commissioner, Precinct 2  
Tyler County, Texas

Walter Marshall

County Commissioner, Precinct 3  
Tyler County, Texas

Pro-Tems - County Judge

Charles Hudson

County Commissioner, Precinct 4  
Tyler County, Texas

**ATTEST:**

[Signature]  
County Clerk or Deputy County Clerk  
Tyler County, Texas

**EXHIBIT 1**  
**(Legal Services Engagement Agreement)**



# Bickerstaff Heath Delgado Acosta LLP

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

## ENGAGEMENT AGREEMENT

### (General Services Agreement)

This Engagement Agreement ("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 Tyler County, Texas ("County" or "Client") and its governing body, the Commissioners Court of Tyler County, Texas ("Commissioners Court").

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I 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 for this representation 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 adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We 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 its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. If any invoice is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. 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 for this representation 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. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Tyler County, Texas, United States of America. All documents attached to this Agreement are incorporated by reference, and correct copies of signatures to this Agreement are effective as original signatures.

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 Commissioners Court, please sign the enclosed duplicate originals of this Agreement, and return a copy of the executed Agreement 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 AND ACCEPTED:**

THE COMMISSIONERS COURT OF TYLER COUNTY, TEXAS

By: \_\_\_\_\_  
Jacques L. Blanchette, County Judge  
Tyler County, Texas  
Date: \_\_\_\_\_, 2022

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: Charles R. Kimbrough  
Charles R. Kimbrough, Partner  
Bickerstaff Heath Delgado Acosta LLP  
Date: January 24, 2022

By: Mike Marshall  
Mike Marshall  
Commissioner Pct. 3  
County Judge Pro  
Tem, in absence  
of County Judge,  
as approved by  
Commissioners Court.

Date: 2/14/22

**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 the County as follows:

- (a) The scope of this Agreement includes legal representation and professional services to be provided to the County as needed regarding the following matters, except as described in paragraphs (b) and (c) below: representation regarding the regulation of sexually oriented businesses, including the drafting, analysis, enactment, and enforcement of regulations or permitting relating to said businesses, and all related matters (but excluding litigation).
- (b) Other legal services not assigned or requested by the County, and not confirmed in writing, are not within the scope of our representation.
- (c) The scope of this Agreement also includes other legal services assigned or requested by the County, but only if the scope of which is confirmed by the County in writing at the time of assignment.

**EXHIBIT B – BILLING RATES**

**Bickerstaff Heath Delgado Acosta LLP**

The following professional service rates for our law firm shall apply to this Agreement: (a) attorney services shall be billed at the rate of \$340.00/hour; and (b) paralegal or specialist services shall be billed at the rate of \$160.00/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:



Charles R. Kimbrough, Partner

Date: January 24, 2022

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