

POTTS & REILLY, L.L.P.
ATTORNEYS & COUNSELORS

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FRANK M. REILLY
Partner

May 27, 2021

Honorable Bill Gravell, Jr.
County Judge
Williamson County, Texas
710 S. Main Street,
Ste. 101
Georgetown, TX 78626

Re: Proposal for Legal Services Regarding Matters Pertaining to Redistricting

Dear Judge Gravell:

If approved by the Williamson County, Texas Commissioners Court, this letter will serve as the agreement to employ POTTS & REILLY, L.L.P. to represent Williamson County, Texas to provide legal advice for redistricting the county's commissioners court and other precincts, as more specifically described in Exhibit A (the Matter).

Scope of Engagement. As hired counsel, we will represent your interests in regard to the Matter. Although we will endeavor to achieve results in this Matter that are satisfactory to you, it is understood that we make no promises or guarantees to you concerning the outcome and cannot do so.

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

Fees. Fees for our services for the Matter will not exceed \$40,000. Attorneys of the Firm, Frank M. Reilly and Susan E. Potts, and those who are under contract with the Firm, including Donna García Davidson and Eric Opiela, will be computed and billed to you at \$400.00 an hour. Work performed by legal assistants or law clerks will be charged at rates ranging from \$125.00 to \$175.00 an hour.

We will attempt to utilize individuals in the firm to provide you with the most economical service dependent upon the individual and the task involved, as well as his or her level of experience and expertise.

Expenses. In addition to our fees, you will be billed for any expenses incurred on your behalf. Such expenses include, but are not limited to, photocopying, delivery services, postage, filing fees, and travel expenses. Unless special arrangements are otherwise made, fees and expenses of third parties, *e.g.* experts, investigators, and consultants, are your responsibility and will be charged on your monthly statement.

Payment. Statements for services rendered and expenses incurred will be sent monthly and will be due upon receipt. Although we certainly do not anticipate any problems with the payments of our invoices, should balances become past due, we reserve the right to withdraw from any further representation and to pursue our legal remedies.

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

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

Communication. We will frequently use a cellular telephone, electronic mail, and facsimile transmissions for internal and external communications. With certain software or equipment, it is possible for third parties to intercept these types of transmissions. Unless you notify me in writing immediately that this is not agreeable, your signature on this engagement letter authorizes me to use these forms of communication as indicated.

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

Publications. From time to time, we include a client's name in announcements, firm resumes, legal directories, and newsletters. If you have any objections to our firm using your name in this fashion, please let us know, and we will gladly respect your wishes.

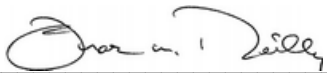
Notice. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide RLA with information about how to file a complaint. Please call 800-932-1900 toll-free for more information.

Please do not hesitate to contact me if you have any questions. We are pleased to have this opportunity to be of service to the county, and we look forward to working with you. We are honored to have the opportunity to be of assistance.

If the foregoing correctly reflects the terms and conditions of our representation, and is authorized by the commissioners court, please so indicate by executing this letter in the space provided below and returning a copy to me.

Very truly yours,

POTTS & REILLY, L.L.P.

By: 
Frank M. Reilly, Partner

Understood and Agreed on the _____ day of _____, 2021:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Exhibit A to Agreement Between Potts & Reilly, LLP and Williamson County, Texas

The Matter and scope of services for legal services to be performed are as follows.

1. Monitor, recommend and take reasonable and necessary action to ensure that the 2020 Census count of Williamson County residents is taken into consideration for reapportionment and redistricting;
2. Monitor, recommend and take reasonable and necessary action to ensure that reapportionment and redistricting takes into account the need for compact, contiguous, equally populated districts that protect Williamson County's existing communities of interest, as well as partisan and racial fairness;
3. In furtherance of scope of work in Nos. 1-2 above:
 - a. Evaluate and review the reapportionment and redistricting process working in conjunction with other professional and technical staff to advise County Commissioners and recommend appropriate action to be taken by Williamson County to protect its interests.
 - b. Consult with County Commissioners regarding the various redistricting plans and maps anticipated to be circulated for consideration and adoption;
 - c. Evaluate and review in conjunction with other professionals and technical experts, whether retained by Williamson County or otherwise available, the demographic data and other information used in the reapportionment and redistricting process for use in estimating and projecting the population Williamson County and other Texas counties.
 - d. Consider and recommend action to be taken by Williamson County in proposing or objecting to maps circulated for consideration and adoption.
4. Assist Williamson County in the reapportionment and redistricting of geographical districts within the County;
5. In furtherance of scope of work in No. 4 above:
 - a. Perform redistricting demographic analyses during the decennial redistricting effort;
 - b. Assist Williamson County and its other professional, technical and clerical personnel in the reapportionment and redistricting of geographical districts within the County;
 - c. Assist Williamson County in the adoption and enactment of appropriate geographical districts within the County that satisfy the laws and Constitution of the United States and Texas.
6. Advise Williamson County, in coordination with other professional and technical staff, regarding proper responses to inquiries from state and federal entities related to decennial redistricting.

7. Advise Williamson County with respect to any pending or threatened litigation related to reapportionment and redistricting.
8. Monitor, recommend and take reasonable and necessary action to ensure that reapportionment and redistricting of judicial districts promote prompt and efficient administration of government and judicial resources for Williamson County and its citizens.
9. Other tasks as assigned.