

**IN THE COMMISSIONERS COURT
OF
FORT BEND COUNTY**

AGREEMENT FOR REDISTRICTING SERVICES

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 2025, and is between Fort Bend County, Texas (hereinafter the “Client”), and The Law Offices of Tony McDonald (hereinafter the “Attorneys”).

WHEREAS, the Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein; and

WHEREAS, The Commissioners Court of Fort Bend County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to advise the county regarding the process of redistricting.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Client hereby engages the services of the Attorneys, and the parties agree as follows:

1. Services of Attorneys. (a) The Attorneys will advise and represent the Client in legal matters as requested by the Client, pertaining to issues regarding redistricting of county commissioners’ precincts and on such related legal matters as may be assigned by the Commissioners Court. Services will include advising the Client on compliance with the Federal Voting Rights Act and other state and federal laws governing the redistricting process (hereinafter “redistricting laws”). Services will also include the provision of necessary research, the drafting and reviewing of documents, briefing, and negotiations necessary to the proper disposition of the matters entrusted to the Attorneys pursuant to this Agreement.

(b) The Attorneys shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

(c) Services do not include the representation of the Client in litigation that may arise from the redistricting process. However, the Attorneys will coordinate with litigation counsel to assist in the defense of the Client and any redistricting maps adopted by the Client.

(d) Services do not include the hiring of a demographer and such other experts as are required to gather data for compliance with redistricting laws and to complete the drawing of proposed maps, or the purchase of software or other tools required to complete the redistricting process. The Attorneys will assist the Client in identifying and hiring such experts, purchasing

such software and tools, and coordinating the provision of services by such experts and the use of such software and tools.

2. Compensation. (a) Client agrees to pay the Attorneys a flat fee of \$30,000.00. The fee shall be inclusive of time expended by the Attorneys, costs of travel to and from Fort Bend County as reasonably necessary to provide services, and other ordinary costs including telephone, printing, legal research, and similar costs incidental to the provision of legal services. The flat fee shall be due and payable to the Attorneys upon execution of this Agreement.

(b) To the extent the Attorneys are directed by the Client to incur additional costs in excess of those costs ordinarily incidental to the provision of legal services, including the hiring of experts, the purchase of software or specialized tools, excess printing requests, or similar expenses, such pre-approved expenses will be billed to the Client at cost with no mark-up.

3. Term. (a) The term of this Agreement shall commence upon the execution of this Agreement and shall continue until the earlier of December 31, 2025 or the final resolution of the redistricting process.

(b) This engagement shall continue until terminated by either party at will and without cause upon written notice to the other party. Any withdrawal by the Attorneys will be in accordance with the restrictions of the Texas Disciplinary Rules of Professional Conduct ensuring that withdrawal does not cause prejudice to the Client's interests.

4. Use of Technology. Client is aware of and consents to the retention, maintenance, and storage of information and records related to this engagement in electronic forms, including on computers, handheld devices, via the internet using "cloud storage," and other similar formats. The Attorneys will endeavor to take all steps necessary, consistent with the security needed for highly sensitive information, to preserve and maintain the confidentiality of all client information and records. However, the Client agrees to accept the risks inherent in the Attorneys' use of electronic storage and communication.

5. State Bar Grievance Process Notice. Texas law requires that all attorneys provide their clients with the following notice about the existence of the attorney grievance process: "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 you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information."

6. Compliance with State Law. (a) The parties agree this Agreement does not require an expenditure exceeding \$50,000.00 by the County and therefore is not subject to the requirements of Texas Local Government Code § 262.023. To the extent this Agreement is deemed to be subject to § 262.023, the Client exercises its discretion pursuant to Texas Local Government Code § 262.024(4) to exempt this Agreement for professional services from such requirements.

(b) For purposes of compliance with Texas Government Code Chapter 227, the Attorneys verify the Attorneys do not boycott Israel and will not boycott Israel during the term of this Agreement.

(c) For purposes of compliance with Texas Government Code Section 2252.152, the Attorneys verify the Attorneys are not listed on the website of the Comptroller of the State of Texas concerning companies identified under Texas Government Code §§ 806.051, 807.051, or 2252.153.

7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties.

8. Modifications. This Agreement may be modified or amended only in writing executed by both of the parties.

9. Severability. If any provision of this Agreement is prohibited by the laws of any jurisdiction as those laws apply to this Agreement, that provision shall be ineffective only to the extent of such prohibition and/or shall be modified to conform with such laws, without invalidating the remaining provisions.

10. Forum / Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Texas. Subject to the mediation/arbitration provisions below, Jurisdiction and Venue for any suit arising under this Agreement shall be in the state and federal courts located in Fort Bend County, Texas and each of the parties consents to the exclusive jurisdiction of such courts and of the appropriate appellate courts.

11. Mediation / Arbitration. The parties agree this agreement is governed by the Federal Arbitration Act. Any dispute, controversy, or claim arising out of, relating to, or in any way connected with this Agreement or the relationship between the parties, including, without limitation, the existence, validity of performance, breach, or termination thereof, shall be settled by final and binding arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The arbitration shall take place before a single arbitrator appointed by the American Arbitration Association or before an arbitrator selected by agreement of the parties. The parties agree that, before having recourse to arbitration, they will participate in at least four hours of mediation.

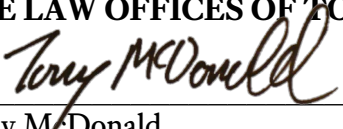
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic signatures to this Agreement shall be acceptable and binding.

EXECUTED on the _____ day of _____ 2025.

CLIENT
FORT BEND COUNTY, TEXAS

By: _____
KP George
Fort Bend County Judge

ATTORNEYS
THE LAW OFFICES OF TONY MCDONALD

By:  _____
Tony McDonald
Principal
Texas Bar License No. 24083477