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July 3, 2025

Via Email

K.P. George, County Judge
Fort Bend County
301 Jackson St.
Richmond, Texas 77469

Re: Engagement Letter

Dear Judge George:

I would like to thank Fort Bend County for considering Rogers, Morris & Grover, L.L.P. (“the Firm”). The purpose of this letter (“the Agreement”) is to confirm the terms, conditions, and limitations of our agreement.

We appreciate the opportunity to serve Fort Bend County, and we recognize that Fort Bend County’s satisfaction with our services is the key to a successful professional relationship. This requires a mutual understanding of expectations and candid communications between us. Therefore, please let me know promptly if you have questions at any time concerning matters related to this Agreement.

DESCRIPTION OF SERVICES

The scope of the Firm’s representation is to provide general legal services regarding redistricting of Fort Bend County election districts, including:

- Review of demographic and election data
- Legal analysis under the U.S. Constitution, Voting Rights Act, and relevant state law
- Drafting, reviewing, and revising boundary maps
- Advising and preparing for public hearings, notices, or litigation challenges
- Coordination with county staff, mapping consultants, and stakeholders
- Represent Fort Bend County in any litigation challenging Fort Bend County’s election districts

FEE ARRANGEMENTS

Experience has shown that a mutual understanding at the outset about fee arrangements will help clarify each party's obligations under this Agreement.

No retainer is required. The Firm will render a monthly statement(s) to Fort Bend County *via email to you* for our fees calculated on the basis of hourly rates (in 0.25 hour increments with block task descriptions) using the rates set forth in the attached schedule. These rates are subject to increase at the start of each calendar year. Reimbursement expenses include costs incurred for transportation, lodging and meals where travel is required in connection with our representation of Fort Bend County, expenses of document imaging, courier services, shipping costs, and the like. Payment of each statement is due within thirty (30) days of the billing.

Whenever appropriate and consistent with proper legal representation, we use legal assistants, investigators and less senior attorneys in order to minimize the time requirements of our more senior attorneys. This enables us to provide our clients economical and efficient legal services and to avoid assigning senior attorneys to tasks performed equally as well by other staff members.

THIRD-PARTY VENDORS AND SERVICES

Please also note that it is our general policy to direct all third-party vendors and services (*e.g.*, mediators, arbitrators, etc.) to look directly to our clients for payment. Accordingly, Fort Bend County hereby agrees to pay all third-party vendors and services directly and promptly. We will attempt to advise you in advance of such expenses and seek your prior approval of any single expenditure in excess of \$2,000.00.

TERMINATION OF SERVICES

Under certain circumstances, it may be necessary to terminate our services and our attorney/client relationship prior to completion of the matter or matters for which we have been retained. In that event, we have agreed to the following:

- A. Upon receipt of written notice, the Firm will withdraw from representing Fort Bend County.



- B. The Firm, at its option, may withdraw from representing Fort Bend County at any time if Fort Bend County:
- (1) insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification or reversal of existing law;
 - (2) insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the Texas Disciplinary Rules of Professional Conduct;
 - (3) by any other conduct, renders it unreasonably difficult for the Firm to carry out its employment;
 - (4) insists that the Firm engage in conduct that is contrary to the judgment and advice of the attorneys but not prohibited under the Texas Disciplinary Rules of Professional Conduct; or
 - (5) fails to perform any agreement or obligation to the Firm with respect to the payment of cost or fees for services rendered.

In the event of withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to Fort Bend County's rights, including giving due notice to Fort Bend County and allowing time for employment of other counsel, delivering all papers and property to which Fort Bend County is entitled, and complying with applicable laws and rules governing such withdrawal from employment.

DISCLAIMER

You acknowledge that the Firm has not made any representation, nor can any representation be made, as to the ultimate outcome or success of the matters as to which we have been, or in the future, may be engaged to represent Fort Bend County. The only material representation that has been made by us is that we will exert our best professional efforts in our representation of Fort Bend County.

Upon execution of this letter agreement, it will become a binding contract. Therefore, if any of the matters set forth herein are unclear or require explanation, please call me as soon as possible to discuss them.



If the foregoing terms and conditions are acceptable, please execute this letter agreement in the space provided below and return an executed copy to our office. Once again, we appreciate the opportunity to serve Fort Bend County and look forward to a successful relationship.

Very truly yours,

ROGERS, MORRIS & GROVER, L.L.P.



Richard A. Morris

C: Jonathan Brush [Firm]
Debbie Esterak [Firm]
Jennifer Cronkhite [Firm]

ACCEPTED AND APPROVED

on _____, 2025:

FORT BEND COUNTY

K.P. George, County Judge



STANDARD RATES

2025

MORRIS, RICHARD A.	\$485.00
GROVER, CLAY	\$485.00
MORRIS, MICKI	\$485.00
BRUSH, JONATHAN	\$440.00
TUCKER, AMY	\$440.00
CHICKERING, MYRA	\$440.00
HOLUB, MOLLY	\$440.00
EVANS, MARIANA	\$430.00
DEMMLER, AMY	\$430.00
ESTERAK, DEBBIE	\$405.00
KAMINSKY, PAM	\$385.00
PALTIYEVICH, STACY	\$375.00
STONE, KYLE	\$375.00
HOOPER, SEAN T.	\$350.00
KNOP, PHILLIP B.	\$350.00
ELLEFSSEN, EMMA	\$345.00
FITZGERALD, A.J.	\$345.00
NEW ASSOCIATES	\$345.00
LEGAL ASSISTANTS	\$195.00

