

# DRAFT

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October 28, 2010

Michael D. Atkins  
Atkins, Hollmann, Jones, Peacock, Lewis & Lyon  
3800 East 42nd Street, Suite. 500  
Odessa, Texas 79762

Re: Proposed Engagement Letter for Redistricting Legal Services for Ector  
County Government Entities.

Dear Mr. Atkins:

We would be very honored to assist the various government entities in Ector County to redistrict their single member district boundaries. With our experience, both general redistricting and past redistricting services in Ector County, we believe we can provide excellent, cost effective legal services. I have set out below the proposed terms of the engagement between our firm (T&H), and one or more governmental entities in Ector County, TX (Client). These are supplemented by the attached document which provides standard legal services terms.

### **The Client**

One or more of the following governmental entities in Ector County, Texas may engage T&H for legal services for redistricting the jurisdictional boundaries of its single member districts based on 2010 decennial census data: Ector County, Ector County Independent School District, City of Odessa, Ector County Hospital District, and Odessa College. The governing bodies of such entities will approve the engagement, and may do so through an interlocal agreement. Legal services that benefit more than one client will be billed pro rata to those clients such that the clients divide the cost rather than bear the full cost.

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### **Scope**

T&H will provide legal representation to the Client for the 2010 decennial census redistricting from initial receipt of data through a determination by the United States Department of Justice (DOJ) of a submitted redistricting plan adopted by the Client, including but not limited to attending and advising the Client at meetings, telephone calls and written communications to the Client and demographer, and preparation of documents regarding the adopted plan for submission to the DOJ and advocating its approval to the DOJ. This scope assumes five to ten meetings within Ector County and assumes no meetings with the DOJ in Washington D.C.

### **Cost to the Client and Anticipated Staffing**

Arturo G. Michel will be the primary lawyer with assistance of his partner, Lisa McBride. They will bill at an hourly rate of \$275.00. Should the services of other firm lawyers be needed they will bill at a lesser hourly rate commensurate with their experience. The firm will bill the cost of reasonable and necessary expenses for travel, meals, and lodging. The services billed, exclusive of expenses, will not exceed \$31,625.00 (115 hours at \$275.00) for the above described scope of services and billed pro rata to each government entity of Client so that each only bears a proportionate cost of this amount. Should additional services be needed, e.g., a more complicated plan development process necessitating more meetings than 10, upon the Client's request, they will be provided at the above stated rate.

### **Conflicts**

It is T&H's practice to comply with the professional standards and ethics requirements in the jurisdictions in which we perform legal services or manage the account. Based on the information of which we are aware, it does not appear that this engagement is materially adverse to any substantially related matter that T&H is handling for other clients of the firm. It is important that you know, however, that T&H may represent other clients within the same industry and may have matters that may be adverse to your interests in unrelated matters.

Under the terms of this Engagement Letter, the Client has specific obligations to T&H, for example, the obligation to provide complete and accurate information to the firm. As such, if you have any questions about the Client's rights and obligations respecting this engagement or relationship with T&H, we encourage you to contact counsel of your choice.

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Thank you again for the opportunity to be of service to you. With kindest regards, I am

Very truly yours,

Thompson & Horton LLP

Arturo G. Michel

AGM/as  
Enclosures

AGREED AND ACCEPTED:

\_\_\_\_\_

Date: \_\_\_\_\_