



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 6

DATE: 4/15/2025

**SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A LEGAL  
SERVICES AGREEMENT BETWEEN TARRANT COUNTY AND BRAZIL  
AND DUNN LLP**

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider and possibly take action to approve a Legal Services Agreement between Tarrant County Commissioners Alisa Simmons and Roderick Miles, Jr. and Brazil & Dunn LLP for the purpose of providing advice and consulting services regarding redistricting for county commissioners' districts for the upcoming 2026 Primary Election and 2026 General Election.

**BACKGROUND**

Services include providing legal advice, drawing potential maps, and appearing in Court to discuss the potential adoption of a new map.

**FISCAL IMPACT**

This proposal is for an amount not to exceed \$30,000.

|              |                          |                                  |                                    |
|--------------|--------------------------|----------------------------------|------------------------------------|
| SUBMITTED BY | Commissioner, Precinct 2 | PREPARED BY:<br><br>APPROVED BY: | Gerald Hodges<br><br>Alisa Simmons |
|--------------|--------------------------|----------------------------------|------------------------------------|



# Brazil & Dunn LLP

Attorneys at Law

## **LEGAL SERVICES AGREEMENT**

This Agreement ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Tarrant County Commissioners Alisa Simmons and Roderick Miles, Jr. ("Clients") and CHAD DUNN AND BRAZIL & DUNN LLP ("Attorneys"). As used herein, the terms "Attorneys" and "Clients" or their plurals include any subsidiaries, agents, assigns, associates, employees, or subcontractors of the same. The Clients and Attorneys collectively are referred to as "the Parties" and individually are referred to as a "Party."

### Contact Information:

#### Attorneys

Chad Dunn

Brazil & Dunn LLP

1900 Pearl Street

Austin, Texas 78705

chad@brazilanddunn.com

(512) 717-9822

#### Clients

Alisa Simmons and Roderick Miles, Jr.

Tarrant County

100 E. Weatherford Street, Suite 501

Fort Worth, Texas 76196

### I. MATTER INVOLVED AND COUNSEL FUNCTIONS

A. Attorneys agree to represent Clients regarding redistricting for County Commissioners' Districts and provide consultation in the process of adopting a new districting map. The decision of whether to adopt a new districting map and how the districts are chosen belongs entirely to the Commissioners Court.

B. Attorneys agree to charge \$450 per hour and limit its fees to no more than \$30,000 for this initial stage of redistricting, including any demographer analysis and presentation of any maps.

C. Attorneys will charge reasonable and necessary expenses and will travel, if required, on economy pricing.

D. The Clients represent that the Clients have voluntarily sought the services of Attorneys and understand that Attorneys' representation will be solely for the project described in the first paragraph of this section.

E. The Clients represent that the Clients will be responsible for any process or action needed to allow for an open and accessible public comment period, if recommended by the Attorneys.

## II. ADDITIONAL CLIENT REPRESENTATIONS

A. The Clients acknowledge that Attorneys have not made any assurances regarding the outcome of this matter.

B. This relationship is protected by Attorney/Clients Privilege and the Parties agree that any conversation made between Attorneys and Clients in confidence for the purpose of seeking, obtaining, or providing legal assistance is privileged and shall not be disclosed except to further the representation of Clients.

## III. DECISION-MAKING

A. The Clients agree to cooperate fully with Attorneys and to provide all information known by the Clients which may aid in the representation. The Clients agree otherwise to cooperate fully with Attorneys and to be available to attend meetings, conferences, hearings and other proceedings, if necessary.

## IV. GENERAL MATTERS

A. The Clients agree that Attorneys may keep the Clients informed of the status of the representation and the matter through oral and/or written communications, including email.

B. Before executing this Agreement, each of the parties hereby agrees that such party has received an adequate opportunity to review thoroughly this Agreement and to consult with counsel.

C. If any clause or clauses of this agreement are found to be unenforceable, the remainder of this agreement shall remain in force.

D. The Parties agree that this Agreement may be executed by multiple counterparts which together shall constitute a fully executed, enforceable and original Agreement.

E. This Agreement shall be governed by and construed in accordance with the laws of Texas.

F. Conflict of Interest. Clients are informed that the applicable state Rules of Professional Conduct require an inquiry regarding actual or potential conflicts of interest before Attorneys may commence or continue representation of Clients. If an actual or potential conflict of interest does exist, Counsel and/or Attorneys may have to discontinue representation of one or all Clients unless all Clients give written consent to the continued representation.

G. In providing the services required by this Agreement, Attorneys must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Attorneys shall be responsible for ensuring its compliance with any laws and regulations applicable to its services, including maintaining any necessary licenses and permits.

H. Attorneys acknowledge and agree that it will fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

V. AGREEMENT TERMINATION

A. The Parties may terminate this Agreement as follows:

1. Attorneys may withdraw from the representation of the Clients if (a) the Clients' position has become clearly frivolous, unreasonable, or groundless; or (b) the Clients engages in conduct which makes it unreasonably difficult for Attorneys to carry out the representation of the Clients.

2. Each Party further reserves the right to withdraw if one of the other Parties fails to honor the terms and conditions of this Agreement.

3. Attorneys may terminate this Agreement and withdraw from representation of the Clients for any reason permitted under the provisions of any applicable rules of ethics or professional responsibility, including any applicable state Rules of Professional Conduct.

4. The Clients are free at any time to discharge the lawyer(s) representing the Clients.

B. Notification of termination or the withdrawal of a Party to this Agreement shall be made to the others in writing stating the reasons therefor.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year first above written.

Signed,

By: Separate Electronic Signature Page  
Alisa Simmons  
Roderick Miles, Jr.

\_\_\_\_\_  
Chad Dunn  
Brazil & Dunn LLP

\_\_\_\_\_  
Date

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ \_\_\_\_\_

\_\_\_\_\_  
Auditor

\_\_\_\_\_  
Date