



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER <#CourtOrderNumber#>

PAGE 1 OF 8

DATE: 6/17/2025

**SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A
CONTRACT FOR LEGAL SERVICES BETWEEN TARRANT COUNTY
AND THE PUBLIC INTEREST LEGAL FOUNDATION, INC.**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider and possibly take action to approve a Contract for Legal Services between Tarrant County and the Public Interest Legal Foundation, Inc. (PILF) to represent Tarrant County, the Tarrant County Commissioners Court and Judge Tim O'Hare in his official capacity regarding Jackson et al. v Tarrant County, et al, cause number 4:25-cv- 00587, in the United States District Court for the Northern District of Texas.

BACKGROUND

Under this contract, PILF will provide legal services for the County, the Commissioners Court and County Judge Tim O'Hare in his official capacity at the assignment and direction of whoever Commissioners Court may designate, such as a staff attorney for the Commissioners Court or Assistant District Attorney with the Tarrant County District Attorney's Office, regarding Jackson et al. v Tarrant County, et al, cause number 4:25-cv- 00587.

Services include providing comprehensive litigation support for pleadings, discovery, motions, and overall case strategy. The agreement outlines a not-to-exceed amount of \$250,000.00.

The Criminal District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

Funding shall not exceed \$250,000.00 without Commissioners Court approval.

SUBMITTED BY Administrator

PREPARED BY:

APPROVED BY: Tim O'Hare

CONTRACT FOR LEGAL SERVICES

This agreement confirms the terms of the engagement between **Public Interest Legal Foundation, Inc., a Virginia nonprofit corporation** (the "Firm"), and **Tarrant County, Texas, the Tarrant County Commissioners Court and Judge Tim O'Hare** ("County" or "client").

Scope of Services

1. The Firm is authorized to represent the client and will provide legal services for the County, the Commissioners Court and County Judge Tim O'Hare in his official capacity at the assignment and direction of whoever Commissioners Court may designate, such as a staff attorney for the Commissioners Court or Assistant District Attorney with the Tarrant County District Attorney's Office, ("client designee") regarding Jackson et al. v Tarrant County, et al, cause number 4:25-cv- 00587, in the United States District Court for the Northern District of Texas. The Firm will serve as lead counsel and be responsible for case and trial strategy, preparing all necessary pleading and responses, completing discovery, staffing the case and the defense of the County in this matter. The Firm will work with the client designee in completing this representation as well as collaborate with designated local counsel.
2. The Firm shall use all reasonable means, including the utilization of dispositive pretrial motions as appropriate, to resolve this matter as quickly and inexpensively as reasonably and ethically possible. The Firm cannot guarantee specific outcomes nor guarantee the amount of time that will ultimately be needed to adequately represent the client as much depends on actions taken by the opposing party, the Court, and other matters beyond the Firm's control, not has the Firm yet had an opportunity to fully review all relevant materials or formulate any sort of a reliable budget. The Firm believes based on the attorney experiences in the substantive field that some claims may lend themselves to dispositive pretrial motions. There are other issues that may have a strong possibility of only being resolved after extensive discovery and trial as they are infused with factual disputes that the factfinder alone can resolve. The Firm will provide ongoing assessment with the client about foreseeable costs and how those costs relate to legal strategies and options. The Firm will endeavor, however, to complete this assignment for less than \$250,000 if at all possible. In the event the billing reaches \$250,000, the Firm shall brief the Tarrant County Commissioners Court on the budget and what options are available to continue the matter.
3. Assignment required. Neither County or Firm have any expectation that the Firm will provide legal services beyond those set forth herein. There will be no amount due to Firm by County independent of assigned matters.
4. Assignment procedure. The Firm will update the client designee and consult with legal strategy and discuss estimated costs and the expenses associated with various

decisions. The estimated budget shall not be binding upon Firm or County but will be used for forecasting and evaluation as well as strategic management.

Compensation

5. Hourly fees. The Firm will charge the County for services provided under this agreement based on the time devoted to the matters at the following hourly rates, based on the experience of the particular professionals:
 - a. Up to \$450 per hour for any attorney time; and
 - b. Up to \$100.00 per hour for non-attorneys, paralegals or legal assistants.
6. Travel time. The Firm will not bill the County for time spent traveling to and from Tarrant County. Travel required outside of Tarrant County, such as for a third party or expert deposition, will be billed at half of the actual time spent in transit. If a Firm timekeeper spends time working while traveling, the Firm will not double-bill the County for the same time spent both traveling and working, whether on a County matter or otherwise.
7. Costs. The County will pay for the Firm's expenses incurred in performing legal services under this agreement as set forth below.
 - a. Reasonable out-of-pocket expenses such as travel fare, business meals, parking, filing and service fees, transcripts, courier or delivery fees, shipping and postage costs shall be itemized and billed at the Firm's actual cost, *without markup*. Reimbursable meals must be (a.) associated with travel or (b.) attended by someone associated with an assigned matter and not affiliated with the Firm (i.e., witnesses, consultants, County personnel, co-counsel from another law firm).
 - b. Printing and copying by the Firm is billable at a maximum of \$.10 per page for black and white, and \$1.00 per page for color when necessary. The current published IRS rate will be billed for mileage driven. Bills must list quantity and cost per page of printing or copying as well as origins, destinations, mileage per trip, and the name of the person who traveled.
 - c. Any expenses for experts, investigators, or consultants or other professionals will be made in consultation with the client designee and will be billed directly to the County instead of being paid by the Firm. The Firm will not hire outside experts, investigators, or consultants without the prior approval of client designee. The County will contract directly with any outside expert, investigator or consultant that the County approves.
 - d. The County *will not pay or reimburse* the Firm for the following expenses: overhead; rent; research subscriptions or fees; catering for internal Firm meetings; facsimile charges; telephone charges; allocated charges from a firm's service agreements with outside vendors, word processing charges; conference room charges; overtime; or equipment.

Billing

8. Firm will provide the County with an itemized billing statement monthly. Firm bills in minimum units of 6 minutes or .1 hours. Bills should be submitted within 30 days of the end of the billing period in question.
9. Billed time will not be greater than actual time spent on the indicated task and matter. Firm may adjust actual time downward in the Firm's discretion. "Value billing" is strictly prohibited; if Firm repurposes existing work product for a County matter, the billable time is the actual time spent modifying the pre-existing work, not the time that would have been spent creating the work product from scratch.
10. Invoicing, payment processing, disputes, and interest will be governed by the Texas Prompt Payment Act, Tex. Gov't Code § 2251.001, *et seq.*
11. In the event there are multiple matters, bills must group time entries and expenses and subtotal amounts due by assigned matter. It is also acceptable to generate separate bills for each matter.
12. Billing per matter should contain at least the following information:
 - a. the matter number designated by the general counsel in the applicable assignment notice;
 - b. the name, status (attorney or paralegal), and billing rate of each professional working on the matter;
 - c. a description of the work being performed by each individual and the amount of time expended to complete each task;
 - d. the total current fees for the matter for the period being billed and the cumulative total of billings for the matter being billed;
 - e. an itemized listing of all current disbursements/expenses and their associated costs, including the date the expense was incurred and the cumulative total of disbursements/expenses for the matter being billed; and
 - f. any discounts applied to the billed fees.

Confidentiality and Professionalism

13. Firm will abide by the Texas Disciplinary Rules of Professional Conduct. Firm will be privy to confidential information and is responsible to take appropriate measures to maintain confidentiality in compliance with the applicable professional rules.
14. Firm and County both acknowledge that if Firm is assigned to a matter for an independent elected office or office appointed by a board other than Commissioners Court, professional duties will exist between the Firm and the office the Firm is hired to represent. It is the Firm's responsibility to take such duties into account and/or obtain any required written informed consent as to potential conflicts prior to acceptance of assignments.

15. County acknowledges receipt of the Texas Lawyer's Creed.

Term

16. This agreement is effective upon execution by the County and shall remain in effect during the pendency of the above-referenced litigation and throughout any subsequent appeals. Either party may terminate the agreement with or without cause or for convenience upon 30 days written notice, subject to applicable rules of professional conduct and court orders approving withdrawal or substitution of counsel. If the County terminates this agreement, the termination must be in writing authorized by the Commissioners Court. If the Firm terminates this agreement, the termination must be in writing from the general counsel.
17. Previous Representation. The parties recognize that a previous representation existed where the Foundation provided consultation in the process of adopting a new redistricting map and this prior representation is consistent with the representation herein and does not constitute a conflict and that to the extent it could be waived by the parties.
18. Ongoing matters. If this agreement expires, the Firm will continue to handle matters assigned pursuant to the terms of this agreement until each matter concludes and the Firm sends the County a final bill for each matter or until each matter is transferred to other counsel under written notice from the general counsel.
19. Termination of representation. The County shall bear all reasonable costs of transferring matters to its chosen counsel. Discharge shall not relieve the County of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required to protect the County's interests, including those incurred prior to a court order substituting new counsel or permitting withdrawal of the Firm from any litigation.
20. Records retention. On termination of a matter, the Firm will maintain file documents for 6 years, or any alternate period as determined by Texas law. Upon termination of any matter, the County has the right to take possession of the file. If the County chooses to take possession of the file materials, the Firm may copy all or any part of the file at the County's cost. The Firm may, at its sole discretion, retain copies of any documents and information produced or handled under this agreement.

Prior agreement superseded

21. This agreement supersedes and replaces all previous agreements between the Firm and the County

Choice of Law / Forum Selection

22. This agreement is deemed to have been executed, and is intended to be performed in the State of Texas, subject to its laws, regardless of whether services are actually rendered outside of the State. Any dispute arising from this agreement shall be governed by the laws of the State of Texas. The venue for the judicial resolution of such dispute shall be proper only within a state court in Tarrant County, Texas.

No Promises or Guarantees

23. The County acknowledges that the Firm has made no representation or guarantee concerning the outcome of any matter on which the Firm may work on behalf of the County.

Modification in writing only

24. This agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. Any modification of this agreement must be in writing signed by both parties.

Counterparts and digital signatures

25. This agreement may be signed in counterpart. Facsimile, digital, or imaged signature pages executed by the Firm or the County shall be effective as original signatures.

Compliance With Laws

26. In providing the services required by this agreement, the Firm 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. Firm shall be responsible for ensuring its compliance with any laws and regulations applicable to its services, including maintaining any necessary licenses and permits.

Form 1295

27. Firm acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledge the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

AGREED:



June 16, 2025

Public Interest Legal Foundation, Inc.
By: J Christian Adams
General Counsel

Date

TARRANT COUNTY, TEXAS:

Tarrant County Judge

Date

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.