



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145003  
PAGE 1 OF 6  
DATE: 4/2/2025

**SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A LEGAL SERVICES AGREEMENT BETWEEN TARRANT COUNTY AND THE PUBLIC INTEREST LEGAL FOUNDATION**

**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 and the Public Interest Legal Foundation 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.

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

**FISCAL IMPACT**

This contract is for an amount not to exceed \$30,000.00.

|              |              |                                  |                            |
|--------------|--------------|----------------------------------|----------------------------|
| SUBMITTED BY | County Judge | PREPARED BY:<br><br>APPROVED BY: | Ruth Ray<br><br>Tim O'Hare |
|--------------|--------------|----------------------------------|----------------------------|

# PUBLIC INTEREST

## —LEGAL FOUNDATION—

### **LEGAL SERVICES AGREEMENT**

This Agreement (“Agreement”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the (“Client”) and PUBLIC INTEREST LEGAL FOUNDATION (“The Foundation”). As used herein, the terms “Foundation” and “Client” or their plurals include any subsidiaries, agents, assigns, associates, employees, or subcontractors of the same. The Client and the Foundation collectively are referred to as “the Parties” and individually are referred to as a “Party.”

#### Contact Information:

##### The Foundation

Public Interest Legal Foundation  
107 S. West Street, Suite 700  
Alexandria, VA 22314  
adams@publicinterestlegal.org  
703-745-5870

##### Client

Tarrant County  
100 E. Weatherford Street, Suite 501  
Fort Worth, TX 76196  
County email  
County telephone

#### I. MATTER INVOLVED AND COUNSEL FUNCTIONS

A. The Foundation agrees to represent Client 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 Client.

B. The Foundation agrees 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. The Foundation will charge reasonable and necessary expenses and will travel, if required, on economy pricing.

D. The Client represents that the Client has voluntarily sought the services of the Foundation and understands that the Foundation’s representation will be solely for the project described in the first paragraph of this section.

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

## II. ADDITIONAL CLIENT REPRESENTATIONS

A. The Client acknowledges that the Foundation has not made any assurances regarding the outcome of this matter.

B. This relationship is protected by Attorney/Client Privilege and the Parties agree that any conversation made between the Foundation and Client 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 Client.

## III. DECISION-MAKING

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

## IV. GENERAL MATTERS

A. The Client agrees that the Foundation may keep the Client 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. Client is informed that the applicable state Rules of Professional Conduct require an inquiry regarding actual or potential conflicts of interest before the Foundation may commence or continue representation of Client. If an actual or potential conflict of interest does exist, Counsel and/or the Foundation 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, Foundation 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. Foundation shall be responsible for ensuring its compliance with any laws and regulations applicable to its services, including maintain any necessary licenses and permits.

H. Foundation acknowledges and agrees that it has 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. The Foundation may withdraw from the representation of the Client if (a) the Client's position has become clearly frivolous, unreasonable, or groundless; or (b) the Client engages in conduct which makes it unreasonably difficult for the Foundation to carry out the representation of the Client.

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. The Foundation may terminate this Agreement and withdraw from representation of the Client 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 Client is free at any time to discharge the lawyer(s) representing the Client.

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  
Tim O'Hare  
County Judge

\_\_\_\_\_  
J. Christian Adams  
General Counsel, Public Interest Legal Foundation

\_\_\_\_\_  
Date

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.

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

\_\_\_\_\_  
Auditor

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



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COMMUNICATION**

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

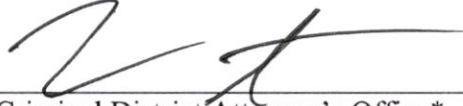
Signed,

By: Separate Electronic Signature Page  
Tim O'Hare  
County Judge

\_\_\_\_\_  
J. Christian Adams  
General Counsel, Public Interest Legal Foundation

\_\_\_\_\_  
Date

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.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ 30,000

 Date: 4/2/2025  
\_\_\_\_\_  
Auditor

Consideration and Possible Action to Approve a Legal Services Agreement between Tarrant County and the Public Interest Legal Foundation

**SIGNED AND EXECUTED** this 2 day of April, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

Tim O'Hare - County Judge

Tim O'Hare  
County Judge  
<#deefee5c-dd95-451e-039c-08dcb56d40e8-DateSigned#>

Consideration and Possible Action to Approve a Legal Services Agreement between Tarrant County and the Public Interest Legal Foundation

**SIGNED AND EXECUTED** this 2 day of April, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare  
County Judge  
4/10/2025