



**FIRST LIBERTY INSTITUTE**  
**Contract of Legal Representation**

1. **First Liberty Institute** (hereinafter “FL”) is a civil liberties education and legal defense organization that provides *pro bono* legal representation on matters in the public interest.
2. **County of Nueces, Texas**, 901 Leopard Street, Corpus Christi, Texas 78401 (hereinafter “Client”), with full authority to enter into this Contract, does hereby retain FL, including FL staff attorneys and any participating volunteer attorneys allied with FL chosen at the sole discretion of FL (hereinafter collectively “FL Attorneys”), to provide Client advice, counsel and investigation of Client’s claims, rights and defenses under the First Amendment to the U.S. Constitution and other federal and state law regarding the display of a Ten Commandments monument on the county courthouse grounds, to include a complaint about same received from Americans United for Separation of Church and State (the “Legal Matter”). Client agrees and understands that FL may terminate this contract – and FL Attorneys may withdraw from the Legal Matter – at any time for any reason whatsoever in accordance with applicable canons and rules of professional conduct. The Legal Matter may extend to other specific legal matters, including pre-litigation and litigation matters, at FL’s sole discretion. Although Client has established the above objectives of the representation, Client grants FL exclusive authority to make final decisions on matters concerning strategy and legal advocacy in the prosecution of this representation with regard to the Legal Matter.
3. FL Attorneys will work with a team of staff, consultants, experts, and/or others to represent Client, and will from time to time need to communicate facts, circumstances, strategy, and legal theory to further the interests of Client. Client authorizes FL Attorneys to: 1) disclose non-privileged information to other employees of FL Attorneys who may or may not be directly involved in this representation; 2) disclose confidential information related to this Legal Matter to other outside counsel consulted on Client’s behalf, to experts, or to agents as reasonably necessary to further the interests of Client; and 3) disclose information that is contained in the public record, facts set forth in any demand letter, or other facts and circumstances consistent with litigation or other objectives. Further, Client permits FL Attorneys to use all forms of electronic communication, document and data management and storage, and word processing for all matters related to the Legal Matter (including the use of email and facsimile) so long as reasonable precautions are taken to maintain Client’s confidences.

4. FL Attorneys will provide advice, counsel, and investigation on behalf of Client with regard to the Legal Matter, including any subsequent lawsuits or appeals within the scope of the Legal Matter at FL's sole discretion. Staff and attorney time for said advice, counsel, and investigation by FL Attorneys will be provided at no charge, and FL will also cover the following costs: court filing fees, travel expenses for FL Attorneys and FL staff, deposition expenses, copying charges, mailing expenses, and fees of experts retained by FL Attorneys on behalf of Client.
5. Client will be truthful at all times, will reveal all information necessary and relevant to the Legal Matter, and will fully cooperate in all legal and other proceedings, including recovery of attorneys' fees and costs. If FL Attorneys believe, in their sole judgment, that the Client is not cooperating fully in the Legal Matter, Client agrees that FL Attorneys may withdraw from the representation in accordance with applicable canons and rules of professional conduct.
6. Client understands that FL has public interest objectives established by the FL Board of Directors. Both FL and Client seek to establish legal precedent that will enable others to exercise their First Amendment religious liberty rights. In furtherance of this objective, FL Attorneys will represent the legal interest(s) of Client. Should interests of FL diverge from interests of Client so as to impact the independent professional judgment of FL Attorneys, FL Attorneys, to protect the legal interest(s) of Client, may withdraw from the representation in accordance with applicable canons and rules of professional conduct. Client understands that potential for a conflict of interests exists, and requests FL Attorneys to represent Client in the Legal Matter.
7. Client understands that FL and FL Attorneys will not be responsible for any damages, costs, attorneys' fees or expenses any court awards against Client or Client agrees to in settlement of any legal proceeding related to the Legal Matter.
8. Client understands that, in an appropriate litigation matter, FL Attorneys may seek attorneys' fees and costs of litigation from opposing part(y)(ies) via court order or settlement to compensate FL Attorneys for any and all time and costs expended in a litigation matter. Client agrees that any such fees and costs belong to FL Attorneys, excepting any amount recovered for costs or expenses that Client paid.
9. Client understands that the prosecution of the Legal Matter may include communication with the news media. Client understands that public statements regarding the Legal Matter may be used against Client's interests. Client agrees to allow FL to control the interaction and communication with the media, and further agrees not to make any statements or representations to the news media regarding the subject of the Representation without prior approval from FL.

10. Client understands that the ability of FL to provide pro-bono legal representation is directly connected to the ability of FL to inform supporters of FL about its work. Client agrees to fully cooperate with FL in publicizing non-privileged and non-confidential information relating to the Legal Matter, including participation in recorded interviews and testimonials. Client agrees to allow FL to use Client's images and relevant, non-confidential information in materials intended to communicate with supporters of FL and in furtherance of FL's mission.
  
11. Client is entitled to access and receive the client file related to the Legal Matter at any time. In the event Client substitutes new counsel for FL Attorneys or requests the file while the Legal Matter is active to assist substitute counsel, Client agrees to notify FL Attorneys of the name and address of substitute counsel. Upon receiving a request for the client file, FL Attorneys may make copies of documents that it deems relevant for its records prior to transferring the file to the Client or its designee. When FL Attorneys transfer a file to Client or its designee, FL Attorneys shall have no further obligation to Client with respect to the contents of the file. Upon resolution or termination of the Legal Matter the File will be converted to a closed file. Consistent with FL's policy, all or a significant portion of the closed file may be maintained in a digital format, and the physical contents may be destroyed.
  
12. This Contract is only binding to the extent that it complies with Client's insurance coverage, if any, existing as of the date this Contract is enacted and such insurance covers costs, fees, and/or damages arising from the Legal Matter (the "Insurance Coverage"). Any provision of this Contract that would cause the loss of the Insurance Coverage is severable and of no effect, but the remainder of the Contract remains in full force and effect.
  
13. Client has had opportunity to seek clarification as to the meaning and legal impact of any terms set forth in this Contract, including making inquiries to FL Attorneys or seeking the advice of independent legal counsel.

The Contract is understood, accepted, and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2017.

x \_\_\_\_\_  
**COUNTY OF NUECES, TEXAS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

x \_\_\_\_\_  
**FIRST LIBERTY INSTITUTE**

By: Mike Berry

Its: Interim General Counsel