



**TARRANT COUNTY
COMMISSIONERS COURT COMMUNICATION**

Court Date: March 10, 2026

Court Order #: -146840

Page: 1 of 5

Department: District Attorney

Prepared By: Mark Kratovil, Assistant
District Attorney

Approved By: Mark Kratovil, Assistant
District Attorney

SUBJECT:

Consideration and Possible Action to Approve a Contract of Legal Representation between Tarrant County and First Liberty Institute Regarding the Ten Commandments Display Outside of the 1895 Tarrant County Courthouse

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider and possibly take action to approve a Contract of Legal Representation between Tarrant County and First Liberty Institute (FLI) for the purpose of providing legal representation, advice, counsel, and investigation of a received legal threat concerning the Ten Commandments display outside of the 1895 Tarrant County Courthouse.

BACKGROUND

On April 15, 2025, the Commissioners Court, through Court Order #145107, accepted a donation of a Ten Commandments monument from the American History & Heritage Foundation, Inc.

The Ten Commandments monument was subsequently installed on the lawn outside of the 1895 Tarrant County Courthouse and unveiled for public display on January 16, 2026. Following the public unveiling of the monument, legal counsel for the Freedom From Religion Foundation has sent correspondence to Tarrant County claiming the monument's display is unconstitutional and requesting a response. FLI has offered to provide legal representation to Tarrant County, as well as its officials and employees in their official capacity, in responding to this correspondence and any subsequent litigation that may arise from the display of the Ten Commandments monument at no cost.

With approval of this contract of legal representation, FLI will serve as outside counsel to Tarrant County for this specific legal matter.

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

FISCAL IMPACT

FLI is providing these legal services on a pro bono basis, there is no fiscal impact associated with this item.

PASSED AND APPROVED on March 10, 2026.

COUNTY OF TARRANT
STATE OF TEXAS



A handwritten signature in black ink that reads "Tim O'Hare".

Tim O'Hare
County Judge
March 12, 2026 2:54 PM

APPROVED AS TO FORM:

A handwritten signature in blue ink that appears to be "Mark Kratovil".

Signed by Mark Kratovil on March 12, 2026 9:50 AM

District Attorney's Office*

*By law, the 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.

FIRST LIBERTY INSTITUTE
Contract of Legal Representation

1. **First Liberty Institute** (hereinafter “FLI”) is a civil liberties education and legal defense organization that provides *pro bono* legal representation on matters in the public interest.
2. **Tarrant County, Texas** (hereinafter, “Client”), whose address is 100 E. Weatherford, Room 502A, Fort Worth, TX 76196, with full authority to enter into this Contract, does hereby retain FLI, including FLI staff attorneys and any participating network attorneys allied with FLI chosen at the sole discretion of FLI (hereinafter collectively “FLI Attorneys”), to provide legal representation, including but not limited to advice, counsel, and investigation of received legal threats concerning the newly erected Ten Commandments display outside of the Tarrant County Courthouse (hereinafter “Legal Matter”). FLI is authorized to represent Tarrant County, the members of the Tarrant County Commissioners Court in their official capacities, and any other Tarrant County officials or employees in their official capacity in the Legal Matter. Client agrees and understands that FLI may terminate this contract – and FLI 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 FLI’s sole discretion. Although Client has established the above objectives of the representation, Client grants FLI 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. FLI Attorneys will work with a team of staff, consultants, experts, vendors, and 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 FLI Attorneys to: 1) disclose information to other employees of FLI Attorneys or attorneys at the Tarrant County District Attorney’s Office who may or may not be directly involved in this representation; 2) disclose confidential information related to this Legal Matter to outside counsel, experts, or 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 objectives. Further, Client permits FLI 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. FLI 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 FLI’s sole discretion. Staff and attorney time for legal representation by FLI Attorneys will be provided at no charge. FLI will also cover the following costs incurred by or on behalf of Client: court filing fees, travel expenses for FLI Attorneys and FLI staff, deposition expenses, copying charges, mailing expenses, and fees of experts retained by FLI Attorneys. The Client is responsible for Court-ordered costs per paragraph 7.



FIRST LIBERTY INSTITUTE • 2001 WEST PLANO PARKWAY, SUITE 1600 • PLANO, TX 75075
PHONE: 972-941-4444 • FIRSTLIBERTY.ORG

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 proceedings, including recovery of attorneys' fees and costs. If FLI Attorneys believe, in their sole judgment, that the Client is not cooperating fully in the Legal Matter, Client agrees that FLI Attorneys may withdraw from the representation in accordance with applicable canons and rules of professional conduct.
6. Client understands that FLI has public interest objectives established by the FLI Board of Directors. Both FLI and Client seek to establish legal precedent that will enable others to exercise their First Amendment religious liberty rights. In furtherance of this objective, FLI Attorneys will represent the legal interest(s) of Client. Should interests of FLI diverge from interests of Client so as to impact the independent professional judgment of FLI Attorneys, FLI 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 FLI Attorneys to represent Client in the Legal Matter.
7. Client understands that FLI and FLI Attorneys will not be responsible for any damages, costs, attorneys' fees or expenses the court awards against Client, or those that Client agrees to, in settlement of the Legal Matter.
8. Client understands that, in an appropriate litigation matter, FLI Attorneys may seek attorneys' fees and costs of litigation from opposing part(y)(ies) via court order or settlement to compensate FLI Attorneys for any and all time and costs expended in a litigation matter. Client agrees that any such fees and costs belong to FLI 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 he/she must consult with and gain approval from FLI before making public statements about the Legal Matter to lessen the risk that such public statements could be used against the Client. Client agrees to allow FLI to control the interaction and communication with the media, and further agrees not to make any statements or representations to the news media or social media regarding the subject of the Representation without prior approval from FLI.
10. Client understands that the ability of FLI to provide pro-bono legal representation is directly connected to the ability of FLI to inform supporters of FLI about its work. Client agrees to fully cooperate with FLI in publicizing non-privileged and non-confidential information relating to the Legal Matter, including participation in recorded interviews and testimonials. Client agrees to allow FLI to use Client's images and relevant, non-confidential information in materials intended to communicate with supporters of FLI and in furtherance of FLI's mission.

11. Client designates the following client contact information for this representation:

Designated Client Representative: Tarrant County, Texas

Physical Mailing Address: Tarrant County Administration Building
100 E. Weatherford, Room 502A
Fort Worth, TX 76196

Phone Number: 817-884-1441 (Office)

Email: countyjudge@tarrantcountytx.gov

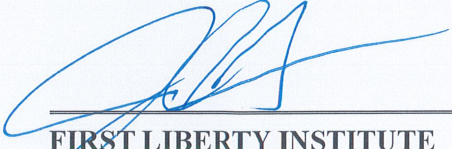
12. In the interest of facilitating its relationship with and representation of the Client, First Liberty maintains an Office of Client Outreach to assist the Client throughout the course of the legal representation. The Office of Client Outreach is available as a resource for Client to receive spiritual and prayer support if so desired. In due course, a representative from First Liberty's Office of Client Outreach will be in touch to assist the Client as needed. You may also contact Client Outreach directly at 469-440-7565.

13. 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 FLI Attorneys or requests the file while the Legal Matter is active to assist substitute counsel, Client agrees to notify FLI Attorneys of the name and address of substitute counsel. Upon receiving a request for the client file, FLI 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 FLI Attorneys transfer a file to Client or its designee, FLI 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 FLI'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.

14. 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 FLI Attorneys or seeking the advice of independent legal counsel.

The Contract is understood, accepted, and agreed to this _____ day of _____, 2026.

**HONORABLE TIM O'HARE,
COUNTY JUDGE, TARRANT COUNTY**



**FIRST LIBERTY INSTITUTE
By: Jeffrey C. Mateer
Executive Vice President and
Chief Legal Officer**



APPROVED AS TO FORM:

District Attorney's Office*

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