

LIMITED ASSISTANCE LEGAL SERVICES AGREEMENT

This Limited Assistance Legal Services Agreement (the “Agreement”), dated as of October ___, 2025, is made and entered into by and between Public Rights Project (“PRP”) and _____ (“Client”). With this Agreement, the Client engages PRP to represent them as local counsel with respect to potential litigation concerning conditions placed on federal funding from the Department of Homeland Security (“DHS”) and the Federal Emergency Management Administration (FEMA) in the District of Massachusetts.

THEREFORE, PRP and Client agree as follows:

1. Attorney-Client Relationship. Client hereby retains PRP in connection with limited representation, and to serve as local counsel related to this matter. PRP agrees to provide its services on a pro bono basis and to bear any costs related to PRP’s role in this litigation, unless otherwise specified in this agreement or a subsequent written agreement. As local counsel, PRP will sponsor Client’s pro hac vice application and enter an appearance on behalf of Client in the case. PRP will actively participate in the case by advising Client on case strategy and development and reviewing major filings. Client agrees to this limited representation.

2. Attorney-Client Privilege. Communications between PRP and Client about this matter are subject to the attorney-client privilege. PRP shall protect confidential information belonging to Client from being disclosed to the world at large, except as required by law. Client may not waive the attorney-client privilege by discussing the substance of communications between PRP and Client with third parties other than any co-counsel on the matter. Therefore, Client shall not disclose such communications to third parties before consulting PRP about such disclosures.

3. Freedom of Contract. Client is free to terminate PRP’s legal representation of Client at any time and to retain separate counsel. PRP is free to cease providing legal services and to terminate its legal representation of Client for any reason consistent with ethical rules, including conflicts of interest. PRP’s representation of Client with respect to this matter will cease at the time that final judgment has been entered, unless PRP’s representation of Client is terminated before such time.

4. Cooperation and Provision of Necessary Information. So that PRP may effectively provide services to Client under this Agreement, Client agrees to cooperate fully with PRP regarding this matter, and to fully and accurately disclose to PRP all facts and documents that may be relevant to the matter or that PRP may otherwise request. Client agrees to provide requested information and responses in a timely manner. Client will immediately notify PRP about any change in assigned staff, or other information relevant to its representation of Client.

5. Confidential Information. Generally, PRP and Client acknowledge that all information disclosed by one to the other under this Agreement is confidential and privileged if not known to the public. Each party under this Agreement shall use confidential information solely for the purpose set forth in this Agreement, and shall use at least the same level of care in safeguarding confidential information belonging to the other against any and all loss, theft or other inadvertent disclosure that the party uses in safeguarding its own most sensitive and confidential information, but in any case shall not exercise less than a reasonable degree of care. PRP will have no obligation to retain files belonging to Client for more than one year after the conclusion of the representation. Client represents that PRP is not subject to state or local public records laws and will assert all applicable privileges, exemptions, or other protections from disclosure under public records laws of any confidential PRP-provided information.

6. Co-Counsel. Client shall enter an appearance on its own behalf in this litigation. In this way, Client will be co-counsel in this litigation. Client acknowledges that it is working with other jurisdictions to the case. PRP may affiliate with additional co-counsel in order to best litigate this matter. PRP and Client will cooperate with any such additional counsel, and Client acknowledges that PRP may share confidential information with the additional counsel, and vice versa, without prior consent of Client. Such sharing of information does not waive confidentiality, attorney-client privilege, or any other protections or privileges.

7. Publicity. Client authorizes PRP to use Client's name and any non-privileged information provided to PRP to publicize this matter in any manner that PRP deems to be in Client's interest or in the interest of educating the public about the matter. Depending on the circumstances, PRP may consult with Client before disseminating such information. If Client is contacted by a member of the media about this matter, Client agrees to consult with PRP before talking to the media, so that PRP can advise how such communication may impact this matter. Client also agrees to consult with PRP before contacting members of the press regarding this matter or making any statements on social media about this matter. PRP may also offer advice and/or materials to support Client's communications efforts related to the case.

8. Fees, Costs, and Other Expenses. PRP is providing its services and payment for its own litigation expenses associated with this lawsuit free of charge. Client will be responsible for expenses it incurs, and Client will be solely responsible for any fees, costs, or sanctions imposed by a court because of any factual misrepresentations that Client has made to PRP or for sanctions imposed by the court because of Client's failure to comply with a court order, provided that Client is given reasonable notice of the court's order. Client shall be responsible for all costs otherwise associated with the case that it accrues, including travel, filing fees, deposition costs, and other out-of-pocket costs. Client will be responsible for costs that are incurred solely due to Client's involvement in the litigation (*e.g.*, PHV fees, travel costs). Client will also bear

responsibility for any incidental costs of participation in the litigation that Client accrues on their own, such as printing, shipping, legal research, and telecommunications costs. In no event shall PRP be responsible to reimburse Client for any time or expense Client incurs on their own as a result of being involved in this matter.

9. Attorneys' Fees. PRP does not believe that the court will have authority to award attorneys' fees and costs to the Defendant United States in this matter. However, if a court does award attorneys' fees and costs to the Defendant United States, and orders Client to pay them, Client agrees to pay that award. PRP does not agree to indemnify the Client for any such award in this matter.

10. Conflict of Interest. Because PRP is representing more than one client in this matter and a related matter, this is a joint representation for conflict-of-interest purposes. Joint representations present unique issues of which Client should be aware. For example, because of PRP's obligations to each client individually, PRP will not be able to advise Client with respect to any disputes that may arise between PRP's clients in this matter. Such a dispute, depending on its nature and relation to this matter, could require PRP to withdraw entirely from the representation. In addition, although PRP will keep all of the information that Client provides to PRP confidential as to third parties, PRP cannot keep information that one client in this matter provides to PRP that is relevant to the matter confidential from another client. In addition, while the attorney-client privilege will protect the confidentiality of communications between PRP and Client, there is no attorney-client privilege between jointly represented clients.

At the present time, PRP does not recognize or anticipate any material conflict between each individual client. Although each individual client's interests are generally consistent, Client recognizes and understands that differences and conflicts of interest may exist or become evident during the course of concurrent representations. Notwithstanding any conflict of interest or potential conflict of interests which may be deemed to arise out of PRP's concurrent representation, Client has determined and agreed that it is in Client's individual interest to have PRP concurrently represent them.

In undertaking the concurrent representation of Client, PRP cannot and will not advise any client in this matter as to any matters upon which an actual conflict of interest develops among clients. In the event that any conflict, dispute, or disagreement arises between any clients as to their respective rights, PRP must decline to represent those clients in any manner in connection with that dispute or disagreement.

11. Warranty. Client warrants that this agreement is not subject to state or local public procurement laws. Client warrants that the signatory is Client's designee with authority to bind Client regarding this representation.

CONFIDENTIAL

IN WITNESS WHEREOF, PRP and Client have entered into and signed this Agreement as of October __, 2025.

Public Rights Project	_____
By: _____	By: _____
Name: Toby Merrill	Name: _____
Title: Litigation Director	Title: _____
Date: October __, 2025	Date: October __, 2025