

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (the “**Agreement**”) is effective as of the ___ day of May, 2020, by and between Campaign Legal Center (“**CLC**”), on the one hand, and the City of Santa Fe (“**City**”), on the other hand.

WHEREAS, the City is appellee-defendant in *Rio Grande Foundation v. City of Santa Fe, et al.*, No. 20-2022 (10th Cir.) (the “**Appeal**”), an appeal of the district court’s decision in *Rio Grande Foundation v. City of Santa Fe, et al.*, 1:17-cv-00768 (D.N.M.) (“District Court Matter”), to uphold section 9-2.6 of the Santa Fe City Code (the “**Code**”); and

WHEREAS, in light of the specialized nature of defending claims in connection with the Code, the City desires to engage special counsel in connection with the Appeal; and

WHEREAS, CLC served as special co-counsel to the City on a *pro bono* basis in the District Court Matter, and has agreed to serve as special co-counsel to the City on a *pro bono* basis in the Appeal, subject to the terms and conditions set forth below; and,

WHEREAS, the City has determined that engaging CLC as special co-counsel in this Appeal, subject to the terms and conditions set forth below, is in the best interests of the City.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City Attorney, the City, and CLC (collectively the “**Parties**”) do hereby agree as follows:

1. CLC is hereby appointed and employed as Special Counsel in the Appeal on behalf of the City.

2. CLC agrees to serve as Special Counsel in the Appeal and shall commence providing legal services as of the date set forth above. CLC shall perform legal duties relating to the Appeal, as requested by the City Attorney and City. The scope of CLC’s services does not extend to any further proceedings that may result from this Appeal unless specifically agreed to in writing by all Parties.

3. CLC agrees that it will assign members of its firm listed below to perform the legal services under this Agreement on a *pro bono* basis.

4. The Parties do not anticipate that CLC will incur out-of-pocket expenses in providing legal services in connection to the Appeal, but the Parties agree that the City will pay any out-of-pocket expenses incurred by CLC if mutually deemed necessary for CLC’s participation in the Appeal up to \$5,000.

5. The CLC attorneys assigned to this matter may include:

Tara Malloy, Esq.

Megan P. McAllen, Esq.

Notwithstanding the foregoing, the Parties agree that additional attorneys or other personnel may be assigned to this Appeal by CLC after notification to the City Attorney.

6. CLC agrees that it shall perform legal services relating to the City’s anticipated response to Rio Grande Foundation’s opening brief in the Appeal as directed by the City Attorney

and City. The City Attorney and City shall have the right to receive copies of all documents, submissions, filings, and/or pleadings, in order to monitor, direct, and/or participate in the performance of legal services by CLC under this Agreement.

7. CLC agrees that all documents generated by it under this Agreement, including research, belong to the City Attorney and City, and shall be provided to same upon request. The City Attorney and City shall have the right to use any such work product or documents as they deem is in the interest of the City, without compensation to CLC.

8. Following the conclusion of this engagement, any non-public information the City has supplied to CLC and which is retained by CLC will be kept confidential in accordance with the applicable rules of professional conduct. CLC reserves the right to destroy or otherwise dispose of its files pertaining to this matter within a reasonable amount of time after the termination of this engagement.

9. The Parties agree that this engagement will terminate without further notice upon the disposition of the Appeal. Otherwise, the Parties acknowledge that this Agreement is subject to termination at will by the City Attorney or City, with or without cause. If at any time the City Attorney or City wishes to terminate the representation, they agree to notify CLC in writing, and CLC will then, as applicable, deliver a final statement of Expenses to the City Attorney for payment or return any balance in its account, adjusted for any costs and expenses incurred by CLC in connection with the representation through the date of termination.

10. CLC reserves the right to withdraw from representing the City in certain limited circumstances. These circumstances include, but are not limited to, the following: (1) where the City Attorney or City fails to cooperate with the reasonable requests of CLC relating to the legal work described by this Agreement, including responding to CLC requests for complete and accurate factual information and documents relevant to the Appeal; (2) where a conflict of interest is discovered or arises that makes it inappropriate for CLC to continue representation; and (3) where the City Attorney or City fails to meet the terms of this Agreement.

11. CLC provided the City Attorney and City a Certificate of Insurance from StarStone Specialty Insurance Company to CLC, covering the period from September 26, 2019 to September 26, 2020, indicating the amount and nature of CLC's professional liability insurance coverage. *See* Insurance Certificate, attached hereto as Exhibit A.

12. CLC screened for any potential or actual conflicts of interest it has or may have, not only with the City, but with any agency thereof, including the City of Santa Fe Ethics and Campaign Review Board. CLC is not aware of any potential or perceived conflicts of interest.

During the term of this Agreement, CLC shall inform the City Attorney of any actual or potential conflict that must be disclosed as required by the New Mexico Lawyers' Rules of Professional Conduct. CLC shall submit any conflicts request to the City Attorney, it shall not commence work on any matter until such time as it has notified the City Attorney in writing as required by this paragraph and received a written waiver of the conflict signed by the City Attorney, after it has obtained the consent of the City thereto. CLC understands and acknowledges that should the City choose not to waive the conflict, the City Attorney and City are free to obtain such legal services as necessary from other counsel as they deems appropriate.

13. CLC shall take no position on any legal matter connected to its representation of the City, without consultation with and approval by the City Attorney and City, and no position

shall be deemed to be the position of the City Attorney and City if disapproved thereby. CLC shall take no legal position with respect to this Appeal in any court, federal agency, or any other entity without approval of the City Attorney and City. No opinion rendered by CLC may be represented as an opinion of the City Attorney or the City.

14. The validity of this Agreement and the rights and obligations of the Parties hereunder shall be determined in accordance with the laws of the State of New Mexico and no other, except to the extent that federal law is applicable.

15. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

CAMPAIGN LEGAL CENTER

By: See Attached
Name:
Title:

CITY OF SANTA FE:

By: Jarel LaPan Hill
Jarel LaPan Hill (Jun 23, 2020 09:33 MDT)
Jarel La Pan Hill
City Manager

Attest:

By: Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

By: Marcos Martinez
Marcos Martinez (Jun 18, 2020 10:52 MDT)
Senior Assistant City Attorney

Approved for Finances:

Mary McCoy
By: _____
Mary McCoy, Finance Director
Org No.1002550.510200

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

CAMPAIGN LEGAL CENTER

CITY OF SANTA FE:

By: /s/ Tara Malloy
Name: Tara Malloy
Title: Senior Director, CLC Appellate
Litigation

By: _____
Jarel La Pan Hill
City Manager

Attest:

By: _____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

By: _____
Senior Assistant City Attorney

Approved for Finances:

By: _____
Mary McCoy, Finance Director
Org No. _____



500 West Monroe, 30th Floor
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Ph: 312-651-6000
www.rtspecialty.com

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CONFIRMATION OF INSURANCE

September 5, 2019

AHT Insurance - Leesburg
Venee Galloway
20 South King Street
Leesburg, VA 20175

FROM: Ryan Watson

I am pleased to confirm that your Lawyers Professional Liability Full Program insurance has been bound pursuant to your request. The attached Confirmation of Insurance will serve as evidence of coverage until the insurance carrier issues the policy. This insurance document summarizes the policy referenced below and is not intended to reflect all the terms and conditions or exclusions of the referenced policy. In the event of a claim, coverage will be determined by the referenced policy, subject to all the terms, exclusions and conditions of the policy. Moreover, the information contained in this document reflects bound coverage as of the effective date of the referenced policy and does not include subsequent changes by the insurer or changes in the applicable rates for taxes or governmental fees.

NAMED INSURED:	Campaign Legal Center Inc. 1101 14th St NW 4th Floor Washington, DC 20005	
PRIMARY RISK ZIP CODE:	20005	
COVERAGE:	Lawyers Professional Liability Full Program	
INSURER:	StarStone Specialty Insurance Company - Non-Admitted	
POLICY NUMBER:	Y81899192APL	
POLICY TERM:	9/26/2019 - 9/26/2020	
POLICY PREMIUM:		\$30,094.00
FEES:	Brokerage Fee	\$500.00
	TOTAL FEES:	\$500.00
SURPLUS LINES TAX:		
	Surplus Lines Tax	\$611.88
	TOTAL TAXES:	\$611.88
TOTAL:		\$31,205.88
AGENT COMMISSION:	10%	



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SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS

ALL FEES ARE FULLY EARNED AT INCEPTION

For R-T Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document and return with your request to bind. Due to state regulations, R-T Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

A handwritten signature in black ink, appearing to read "Ryan Turner", is written above a horizontal line.

Authorized Representative

Policy Type: Lawyers' Professional Liability

Policy Form: StarStone Specialty Insurance Company, Form No. SSS-MPL-LAW-GTC (12-15)

Endorsements:

SSS-MPL-LAW-DEC (12.15) : Law Prof Liability Ins Policy Dec

SSS-MPL-LAW-END-CW-001 (12-15) : Policy Form Schedule

SSS-MPL-LAW-GTC (12-15) : Law Prof Liability Ins Policy

SSS-MPL-LAW-END-CW-203 (12-15) : Additional Insured : as expiring

SSS-MPL-LAW-END-CW-306 (12-15) : Office Sharing Exclusion

SSS-MPL-LAW-END-CW-315 (12-15) : Absolute Equity Interest Exclusion

SSS-MPL-LAW-END-CW-333 (09-17) : Specific Person or Entity Exclusion : Voting Rights Institute

SSS-MPL-LAW-END-CW-701 (04-17) : Improper Transfer Exclusion – Consequential Damages Carveback

- * All titles of endorsements are for convenience only. These endorsements shall be interpreted and applied without regard to such titles.

Limit of Liability: \$1,000,000 each claim / \$1,000,000 aggregate

Retention: \$10,000 each claim

Retroactive Date: 9/26/2017

If the required information is provided to and accepted by, the Underwriter on a timely basis, a written acceptance shall be issued in the form of either a revised binder confirming the terms and conditions for coverage stated herein and that no additional information is required, or a policy of insurance consistent with the terms and conditions of this binder. If the required information is provided to the Underwriter on a timely basis, but the information is not accepted for any reason, the Underwriter expressly reserves the right to issue a replacement quotation with new terms and conditions, including as to the amount of premium, and, if such is accepted, issue a replacement binder.

In the event that the required information is not received within thirty (30) days from the effective date of this Binder, it will be of no further effect and the coverage bound hereunder will be void as of effective date of the Policy Period.

The binding of this coverage is in reliance upon all materials submitted to the StarStone Specialty Insurance Company and any public documents filed by the Company in the last twelve (12) months with any federal, state, local, or foreign regulatory agency, including but not limited to the Securities and Exchange Commission (SEC) and, if applicable, subject to the Underwriter's receipt, review and acceptance of the additional information requested above.

Please note that this binder contains only a general description of the coverage provided. For a detailed description of the terms, conditions, exclusions and limitations of this insurance, you must refer to the applicable policy form and any endorsements thereto indicated in this binder. If you require a copy of our policy form or the referenced endorsements, please contact us immediately.



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HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.



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PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium Finance Company:	
Premium Finance Account Number:	

In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by RSG affiliates, please contact your RSG representative.

R-T Specialty, LLC (RT), a subsidiary of Ryan Specialty Group, LLC, provides wholesale brokerage and other services to agents and brokers. RT is a Delaware limited liability company based in Illinois. As a wholesale broker, RT does not solicit insurance from the public. Some products may only be available in certain states, and some products may only be available from surplus lines Insurers.

In California: R-T Specialty Insurance Services, LLC License #0G97516.

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