

**PRO-BONO LEGAL**  
**RETENTION AGREEMENT**

This LEGAL SERVICES RETENTION AGREEMENT (“Agreement”) is entered into by and between City of Santa Fe, New Mexico and the Public Rights Project (“Attorneys”) for the purpose of investigation on behalf of, and representation of, the City of Santa Fe (“Client”) as set forth herein. This Agreement encompasses the following provisions:

1. **SCOPE AND DUTIES.** The Client engages PRP to represent them with respect to **litigation in the U.S. District Court for the Western District of Washington concerning conditions imposed by the federal government on recipients of federal grants.** This includes representation for any related appeals that Client and Attorney decide to pursue. The Client acknowledges that it has retained the Attorneys for the sole purposes expressly stated in this Agreement. The Client understands that neither the Attorneys, nor their employees or other representatives, make any representations of any kind to perform any legal service, or to provide any legal opinions or advice on any matter not expressly stated in this Agreement.
2. **DISCHARGE AND WITHDRAWAL.** The Client may discharge the Attorneys at any time by written notice effective when received by the Attorneys. If any action is filed on the Potential Claims, the Attorneys may withdraw with Client’s consent, upon court approval, or as permitted by the applicable Rules of Professional Conduct. The Attorneys may also discharge the Client if the Attorneys determine Client’s claims no longer merit prosecution by the Attorneys. Where the Attorneys terminate this Agreement without good cause, the Attorneys shall not be entitled to the recovery of any Attorneys’ fees or Costs, regardless of the status of any action, and regardless of whether any amounts of recovery have been or are subsequently received by the Client.
3. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorneys’ statements to the Client will be construed as a promise or guarantee about the outcome of the Client’s matter. Attorneys make no such promises or guarantees. The Attorneys’ comments about any Potential Claims or the outcome of Client’s matter are expressions of opinion only.
4. **MULTIPLE REPRESENTATION.** The Client understands that the Attorneys may represent other clients with actual or potential claims related to the same Executive Branch actions. The Attorneys’ representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. The Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and

especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, the Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to representation when actual, present, or potential conflicts of interest exist. The Client has conferred with its municipal counsel, and is not deterred from hiring the Attorneys because of the present risks of conflicts which may occur. The Client expressly reserves its right to be informed as any conflicts arise in the future.

By signing this agreement, the Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with the Attorneys' representation of the Client and other multiple claimants; (2) it nevertheless wants the Attorneys to engage in the services described herein; and (3) it consents to Attorneys' representation of others in similar investigation and potential litigation. The Client remains completely free to seek other legal advice at any time even after signing this agreement.

5. **AFFILIATED LOCAL COUNSEL.** Client acknowledges that PRP does not presently employ an attorney who is admitted to practice law in the court or state where this action is filed. PRP will affiliate with local counsel and/or co-counsel who can sponsor any necessary pro hac vice motions or other bar admissions.
6. **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 that they may consult with PRP before talking to the media, so that PRP can advise how such communication may impact this matter. Client also agrees that they may consult with PRP before contacting members of the press regarding this matter or making any statements on social media about this matter. Client and PRP each agree to consult generally with each other on any sought-after publicity for the case, including review of press releases and press statements and engagement on social media.
7. **ATTORNEYS' FEES.** In the event that the court requires any Defendant to pay attorneys' fees and costs, Client agrees that any such court award of fees and/or costs shall be paid proportionately to PRP, Client, and any co-counsel, based on the hours worked by each counsel on the matter. Client also agrees to support PRP in any requests to the court for reasonable attorneys' fees, should such a request be warranted for the litigation as a whole or a portion thereof. If, as part of a settlement or consent decree, any Defendant agrees to pay attorneys' fees and costs, Client agrees that the amount of the settlement or consent decree allocated for fees and costs shall be paid PRP, Client, and any co-counsel, based on the hours worked by each counsel on the matter. If a court does award attorneys' fees and costs to the Defendant(s), Client agrees that PRP will not be responsible for paying Client's proportional share of that award. PRP does not agree to indemnify the Client for

any such award in this matter.

8. FEES, COSTS, AND OTHER EXPENSES. PRP is providing its services associated with the Matter free of charge. Client will bear responsibility for any incidental costs of participation in the Matter that Client accrues on its own, such as printing, shipping, legal research, and telecommunication costs.
9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
10. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.
11. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of     New Mexico    , without regard to conflict of law principles.
12. AUTHORITY OF PARTIES. Each of the signatories to this Agreement represents that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each signs.

The above is approved and agreed upon by all parties.

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Toby Merrill**  
**Litigation Director**  
**Public Rights Project**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Alan Webber**  
**Mayor**  
**City of Santa Fe**

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

*Erin McSherry*

[Erin McSherry \(Oct 24, 2025 15:58:27 MDT\)](#)

ERIN MCSHERRY, CITY ATTORNEY


# Santa Fe - PRP Legal Services Agreement - King County v. Turner


Final Audit Report


2025-10-24


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