

PRO-BONO LEGAL SERVICES AGREEMENT:
San Francisco Public Schools and City of Santa Fe vs. AmeriCorps

This Legal Services Agreement (the “Agreement”), related to litigation begun in of March 2025, is made and entered into by and between: the Public Rights Project (“PRP”), and the City of Santa Fe (“Client”). With this Agreement, the Client engages PRP to represent them with respect to litigation challenging illegal grant terms in Clients AmeriCorps grants (“this matter”). This Agreement does not address potential representation in any appeal arising from this matter or any other litigation, but PRP and Client may extend the representation to such matters, under the terms of the agreement, upon mutual written agreement.

THEREFORE, PRP and Client agree as follows:

1. Attorney-Client Relationship. Client hereby retains PRP in connection with legal analysis, advice, and to serve as local counsel related to this matter. PRP agrees to provide its services on a pro bono basis and to bear all costs, unless otherwise specified in this agreement or a subsequent mutually agreed upon written agreement.

2. Attorney-Client Privilege. Communications between PRP and Client about this matter are subject to the attorney-client privilege. PRP may protect confidential information belonging to Client from being disclosed to the world at large, except as required by law. Client may waive the attorney-client privilege by discussing the substance of communications between PRP and Client with third parties other than any co-counsel on a matter. As a result, Client shall make efforts not to 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 PRP Legal Services and to terminate its legal representation of Client for any reason consistent with ethical rules, including conflicts of interest. Unless PRP’s representation of Client is terminated before this time, PRP’s representation of Client with respect to this matter will cease at the time that final judgment has been entered and/or any appeals have been resolved.

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, as such information and materials will form the basis of PRP’s legal advice. Client understands that litigation in this matter may be fast moving and agrees to provide information and responses in a timely manner to enable PRP to provide the best representation possible. Client will immediately notify PRP about any change in

phone number, address, 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 representation. Client represents that it 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 will serve as co-counsel with PRP. PRP acknowledges that Client may retain additional counsel to provide legal services alongside PRP for this matter. Client agrees to consult with PRP before retaining additional counsel for this matter. PRP 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 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.

8. Fees, Costs, and Other Expenses. PRP is providing its services and litigation expenses associated with this lawsuit free of charge, except 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. PRP 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 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. In the event that the court requires the Defendant United States 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, the Defendant United States 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. 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, Client agrees to pay that award proportionally with other plaintiffs in the case. 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, 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 a client in this matter provides to PRP that is relevant to the matter confidential from the other. 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 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 Client in any manner in connection with that dispute or disagreement.

11. Representation. Client represents that it is a home-rule municipality with its own procurement code and this agreement is exempt from the City’s procurement ordinance.

IN WITNESS WHEREOF, PRP and Client have entered into and signed this Agreement as of the date of last signature below.

Public Rights Project	Santa Fe City Attorney’s Office
By: _____ Name: _____ Title: _____	By: _____ Name: Alan Webber Title: Mayor

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY’S OFFICE:

Erin McSherry
Erin McSherry (Oct 24, 2025 15:59:51 MDT)

ERIN MCSHERRY, CITY ATTORNEY


Santa Fe - PRP Legal Services Agreement - San Francisco Public Schools and City of Santa Fe vs AmeriCorps


Final Audit Report


2025-10-24


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