

AGREEMENT FOR LEGAL SERVICES

OLRGC and CONSOVOY enter into this Agreement for Legal Services and agree as follows:

I. DEFINITIONS

As used in this AGREEMENT:

1. "AGREEMENT" means this Agreement for Legal Services.
2. "CONSOVOY" means the law firm of Consovoy McCarthy, PLLC, with its principal place of business at 1600 Wilson Blvd., Suite 700, Arlington, Virginia, and its Salt Lake City office at 222 South Main Street, 5th Floor, Salt Lake City, Utah.
3. "GENERAL COUNSEL" means the individual designated or appointed by the Utah Legislature to serve as general counsel for the Utah Legislature.
4. "LEGAL CONTACT" means the attorney within OLRGC to whom GENERAL COUNSEL delegates authority to act on behalf of and in place of GENERAL COUNSEL, as provided in this AGREEMENT.
5. "LEGAL SERVICES" means legal services to assist OLRGC and GENERAL COUNSEL in their efforts to represent, defend, and advance the legal interests of the Utah Legislature, including LEGISLATIVE DEFENDANTS, in the MEDIA CREDENTIALING LAWSUIT, as directed by GENERAL COUNSEL.
6. "LEGISLATIVE DEFENDANTS" means all legislative defendants named in the MEDIA CREDENTIALING LAWSUIT, including Alexa Musselman, Utah House of Representatives Communications Director and Media Liaison Designee; Aundrea Peterson, Utah Senate Deputy Chief of Staff and Media Liaison Designee; Abby Osborne, Utah House of Representatives Chief of Staff; and Mark Thomas, Utah Senate Chief of Staff.
7. "MEDIA CREDENTIALING LAWSUIT" means the lawsuit pending in the United States District Court, District of Utah (Case No. 2:25-cv-00050-RJS-CMR), in which plaintiffs seek to pursue claims against LEGISLATIVE DEFENDANTS challenging the denial of the plaintiffs' press credentials that allow access to media-designated areas at the Utah State Capitol to cover the Utah Legislature, and includes any proceedings before an appellate court arising from decisions of the United States District Court in that lawsuit.
8. "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the Utah Legislature.
9. "OUTSIDE COUNSEL GUIDELINES" means the Outside Counsel Guidelines attached to this AGREEMENT as Attachment "A".

II. RECITALS

1. Under Article IV, Section 32 of the Utah Constitution, GENERAL COUNSEL provides and controls all legal services for the Utah Legislature.

2. In accordance with Utah Code Title 63G, Chapter 6a, Utah Procurement Code, and Legislative Management Committee Policy H – Procurement Policy, OLRGC, with the consent and at the direction of GENERAL COUNSEL, selected CONSOVOY to provide LEGAL SERVICES based on CONSOVOY’s qualifications and experience.
3. By entering into this AGREEMENT, OLRGC and CONSOVOY intend to memorialize the terms that will govern CONSOVOY’s provision of LEGAL SERVICES.

III. SERVICES AND PAYMENT

1. **Services.** CONSOVOY agrees to provide all LEGAL SERVICES that are reasonably necessary to assist OLRGC in the MEDIA CREDENTIALING LAWSUIT under the general direction and supervision of GENERAL COUNSEL. CONSOVOY agrees that decisions regarding the scope, extent, and breadth of the representation will remain with GENERAL COUNSEL. CONSOVOY agrees to manage the work necessary to provide the LEGAL SERVICES under this AGREEMENT in a cost-effective manner and in the best interests of OLRGC and the Utah Legislature. Nothing in this AGREEMENT creates an attorney-client relationship between CONSOVOY and the State of Utah, or any other department or division of the State of Utah, other than the Utah Legislature.
2. **Legal Contact.** Subject to Paragraph III.1., GENERAL COUNSEL has delegated to LEGAL CONTACT all authority to act on behalf of and in the place of the GENERAL COUNSEL with respect to the implementation of this AGREEMENT and the supervision and oversight of CONSOVOY in providing LEGAL SERVICES under this AGREEMENT, consistent with the OUTSIDE COUNSEL GUIDELINES and except as GENERAL COUNSEL otherwise communicates in writing to CONSOVOY.
3. **Interim Reports.** CONSOVOY agrees to submit interim reports to LEGAL CONTACT and to meet with LEGAL CONTACT upon request regarding the nature, progress, and extent of the LEGAL SERVICES provided and regarding CONSOVOY’s forecasts about any remaining work under this AGREEMENT.
4. **Fees and Expenses.** OLRGC agrees to pay CONSOVOY for fees and expenses in accordance with the OUTSIDE COUNSEL GUIDELINES. OLRGC agrees to pay for the LEGAL SERVICES provided under this AGREEMENT for the following individuals at the following hourly rates:

Name	Title	Hourly Rate
Tyler Green	Partner	\$700
Taylor Meehan	Partner	\$700
Julius Kairey	Associate	\$650
Dan Vitagliano	Associate	\$650

Hourly rates for the above individuals may not be changed without prior written approval from LEGAL CONTACT. Prohibited fees and expenses described in the OUTSIDE COUNSEL GUIDELINES will not be paid.

5. **Invoices and Billing.** Unless otherwise directed by LEGAL CONTACT, CONSOVOY shall

submit monthly invoices for CONSOVOY's fees and expenses under this AGREEMENT to LEGAL CONTACT via email. The monthly invoices shall include the total number of hours each individual described in Paragraph III.4 spent performing LEGAL SERVICES, the date of the LEGAL SERVICES, and a description of the LEGAL SERVICES performed on each date. OLRGC shall provide payment to CONSOVOY within 30 days after receipt of a correct invoice from CONSOVOY.

6. **Outside Services.** Subject to the approval of LEGAL CONTACT, CONSOVOY may retain local counsel, consultants, expert witnesses, jury consultants, or vendors in accordance with the OUTSIDE COUNSEL GUIDELINES. CONSOVOY shall submit any expenses for outside services as part of the invoices described in Paragraph III.5.
7. **Appropriation of Funds.** Notwithstanding any other provision of this AGREEMENT, CONSOVOY acknowledges that OLRGC cannot contract for the payment of funds not yet appropriated by the Utah Legislature. OLRGC may, without penalty or liability of any kind, terminate this AGREEMENT due to the non-appropriation of funds in accordance with Paragraph IV.1.

IV. OTHER TERMS

1. **Termination.** This AGREEMENT continues until terminated. OLRGC may, upon written notice to CONSOVOY, terminate this AGREEMENT at any time for any or no reason. In the event of the termination of this AGREEMENT, CONSOVOY will be compensated only for fees and expenses earned and incurred up to and including the date of termination and OLRGC will not be liable for any future commitments, penalties, or damages of any kind.
2. **Survival.** All rights and obligations under this AGREEMENT cease upon termination of this AGREEMENT, except for the rights and obligations that expressly survive termination of this AGREEMENT, including this Paragraph and Paragraphs IV. 4, 5, 6, 8, 9, 10, 13, and 19.
3. **Incorporation.** The provisions of the OUTSIDE COUNSEL GUIDELINES are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the OUTSIDE COUNSEL GUIDELINES and this AGREEMENT, the terms and conditions of this AGREEMENT prevail.
4. **Public Information.** This AGREEMENT and documents relating to this AGREEMENT are subject to public release in accordance with Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act. CONSOVOY acknowledges that information created or exchanged in the course providing LEGAL SERVICES may be subject to Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act. CONSOVOY agrees to exercise professional judgment and care when creating documents or other materials intended to be confidential or privileged that may be subject to disclosure under Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act.
5. **Confidentiality and Non-Disclosure.** In accordance with the OUTSIDE COUNSEL GUIDELINES, CONSOVOY shall maintain strict confidentiality with respect to all information or material that CONSOVOY acquires during the term of this AGREEMENT about OLRGC, the Utah Legislature, and any legislator serving in or staff employed by the Utah Legislature and take

appropriate measures to ensure the personnel providing services under this AGREEMENT and outside service providers are familiar with this confidentiality requirement and appropriately supervised. Except as otherwise provided in this AGREEMENT, CONSOVOY may not disclose or release any such information or materials to anyone during the course of or after termination of this AGREEMENT without prior written consent from LEGAL CONTACT. This paragraph does not prohibit CONSOVOY from disclosing or releasing information or materials that:

- a. are freely available to the public at the time CONSOVOY is in possession of the information or materials;
 - b. were in CONSOVOY's possession free of any obligation of confidence at the time CONSOVOY acquired the information or materials; or
 - c. are required to be disclosed in response to a valid court order or as otherwise required by law.
6. **Notice of Disclosure.** In the event CONSOVOY receives a request or is required by deposition, interrogatory, request for documents, subpoena, or other similar process to disclose all or any part of the confidential information or materials described in Paragraph IV.5, CONSOVOY agrees to immediately notify LEGAL CONTACT of the request or requirement, unless notification is prohibited by applicable law.
7. **No Gift or Compensation.** CONSOVOY certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of OLRGC or the Utah Legislature to secure favorable treatment with respect to being awarded this AGREEMENT.
8. **Conflict of Interest.** CONSOVOY certifies that it has done a thorough review of conflicts of interests in connection with its representation of the Utah Legislature and LEGISLATIVE DEFENDANTS, and that CONSOVOY's performance of LEGAL SERVICES under this AGREEMENT creates no current potential or actual conflict of interest for CONSOVOY in connection with the representation of the Utah Legislature or LEGISLATIVE DEFENDANTS.

If a party to this AGREEMENT identifies a conflict, as described by applicable rules of professional conduct, in connection with CONSOVOY's representation of a present or future client in a matter adverse to the Utah Legislature or LEGISLATIVE DEFENDANTS, the parties agree to work together to amicably resolve that conflict and to secure waivers from all affected parties as allowed under the applicable rules of professional conduct. If the parties are unable to obtain waivers or if OLRGC determines that the conflict would prevent CONSOVOY from competently and diligently providing LEGAL SERVICES under this AGREEMENT, either OLRGC or CONSOVOY may terminate this agreement, subject to payment as provided in Paragraph IV.1.

9. **Independent Contractor.** CONSOVOY is an independent contractor of OLRGC and is not authorized, expressly or by implication, to bind OLRGC, GENERAL COUNSEL, the Utah Legislature, the State of Utah, or any member, office, officer, department, agent, official, or employee of OLRGC, the Utah Legislature, or the State of Utah to any agreement, settlement, liability, or understanding or to perform any act as agent for OLRGC, the Utah Legislature, the State of Utah, or any member, office, officer, department, agent, official, or employee of OLRGC, the Utah Legislature, or the State of Utah. Except as expressly provided in this AGREEMENT, CONSOVOY is solely responsible to pay for all of CONSOVOY's expenses and to pay each employee or subcontractor of CONSOVOY all salary, wages, payments, expenses,

fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of CONSOVOY.

10. **Records Administration.** CONSOVOY shall maintain all records necessary to properly account for the payments made to CONSOVOY for fees and expenses authorized by this AGREEMENT for at least four years after the AGREEMENT terminates. CONSOVOY agrees to allow state and federal auditors and staff of OLRGC access to all the records relating to this AGREEMENT, for audit, for inspection, and for the monitoring of LEGAL SERVICES.
11. **Assignment Prohibited.** CONSOVOY may not assign this AGREEMENT or any duty or benefit relating to this AGREEMENT without prior written authorization by GENERAL COUNSEL.
12. **Debarment.** CONSOVOY certifies that neither CONSOVOY nor CONSOVOY's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT by any governmental entity. CONSOVOY will notify LEGAL CONTACT within 30 days if debarred by any governmental entity during the term of this AGREEMENT.
13. **Authority.** CONSOVOY represents that the individual who signs this AGREEMENT has the authority to bind CONSOVOY, and does, by signing this AGREEMENT, bind CONSOVOY to the terms and conditions of this AGREEMENT.
14. **Electronic Signature.** The exchange of copies of this AGREEMENT and of signature pages by facsimile transmission or other electronic means constitutes effective execution and delivery of this AGREEMENT.
15. **Entire Agreement.** This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter contained in this AGREEMENT. There are no covenants, terms, or conditions, express or implied, written or unwritten, that govern the subject matter of this AGREEMENT, except as expressly described in this AGREEMENT. This AGREEMENT supersedes all prior agreements between the parties relating to all or part of the subject matter contained in this AGREEMENT.
16. **Modification.** This AGREEMENT may be modified only by mutual written agreement by OLRGC and CONSOVOY.
17. **Force Majeure.** Neither party to this AGREEMENT will be held responsible for a delay or default caused by fire, riot, act of God, or war that is beyond that party's reasonable control.
18. **Severability.** If any provision of this AGREEMENT is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, the remaining provisions of this AGREEMENT are not affected and shall remain in full force and effect, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had not been contained in this AGREEMENT.
19. **Choice of Law, Jurisdiction, and Venue.** This AGREEMENT is governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this AGREEMENT. Venue will be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.


20. **Waiver.** A party's waiver of any provision, term, covenant, or condition of this AGREEMENT is not a waiver of any other provision, term, covenant, or condition of this AGREEMENT, and is not a waiver of any subsequent breach of a provision, term, covenant, or condition of this AGREEMENT.

By signing below, OLRGC and CONSOVOY agree to the terms of this AGREEMENT, which becomes effective the date of the latest signature below.

OFFICE OF LEGISLATIVE RESEARCH
AND GENERAL COUNSEL

CONSOVOY MCCARTHY PLLC

By: Victoria Ashby
Victoria Ashby
Legislative General Counsel

By: 

Title: Partner

Date: 2/14/2025

Date: 2/13/2025

ATTACHMENT A



Outside Counsel Guidelines

Updated May 2023

Pursuant to Article VI, Section 32 of the Utah Constitution, the legislative general counsel (“General Counsel”) provides and controls all legal services for the Utah Legislature. When appropriate, the General Counsel may retain outside counsel to represent the Legislature or any subset, member, office, or employee of the Legislature (collectively “Legislature”). The General Counsel is solely responsible for the selection and supervision of outside counsel.

The objective of these Outside Counsel Guidelines is to ensure the highest quality legal representation and services for the Legislature while maintaining effective supervision and cost controls.

Communication

For each matter, the General Counsel will assign an attorney to supervise the representation and act as in-house liaison (“Legal Contact”) with outside counsel. Unless advised otherwise, all communication between outside counsel and the General Counsel should be made through the Legal Contact. Outside counsel must consult with the Legal Contact on all aspects of the representation and keep the Legal Contact fully informed of the status and proposed course of the matter. The General Counsel expects no surprises with respect to strategies, tactics, outcomes, or the cost and expense of legal work.

Outside counsel must consult the Legal Contact before initiating direct communication with any member or employee of the Utah Legislature regarding the matter for which outside counsel was retained. Outside counsel must copy the Legal Contact on any written communication, including text messages, with a member or employee of the Utah Legislature regarding the matter.

Collaboration

Outside counsel must provide the General Counsel sufficient time to review drafts of and provide feedback on all significant documents, including substantive pleadings, briefs, correspondences, and any other documents that will be provided to third parties on the Legislature’s behalf. The Legal Contact may choose to prepare drafts of pleadings or other documents.

The Legal Contact may work with outside counsel to tailor the Legal Contact’s oversight and communication expectations as appropriate in the context of a particular matter.

Conflicts of Interest

Before and throughout an engagement, outside counsel must be vigilant in identifying and avoiding any conflicts of interest or the appearance of such conflicts. Outside counsel must be sensitive to both direct conflicts and to less direct conflicts that may arise from the firm’s advocacy, on behalf of other clients, or positions that potentially conflict with important interests of the Legislature, which may include lobbying activities.

An actual or potential conflict of interest exists if outside counsel’s representation of another client is adverse to the Utah Legislature or any subset of the Utah Legislature, including the



Utah Senate, the Utah House of Representatives, the Office of the Legislative Auditor General, the Office of the Legislative Fiscal Analyst, and the Office of Legislative Research and General Counsel. Upon request, the General Counsel will provide a list of entities and individuals for outside counsel and outside counsel's firm to complete a conflict check.

Outside counsel must discuss any actual or potential conflict of interest with the Legal Contact at the outset of the engagement or as soon as the actual or potential conflict becomes apparent. All actual or potential conflicts must be resolved to the satisfaction of the General Counsel before the representation may begin or continue.

The General Counsel never provides prospective waivers of actual or potential conflicts of interest. The General Counsel will consider written requests for conflict waivers on a case-by-case basis.

Staffing

In general, matters should be staffed with the minimum number of attorneys consistent with high quality legal services. Staffing of meetings, depositions, mediations, court appearances, negotiation sessions, and settlement conferences should be as efficient as possible, generally limited to one attorney. Outside counsel must consult with the Legal Contact before allowing more than one attorney to attend a meeting, deposition, mediation, court appearance, negotiation session, or settlement conference.

Retaining Outside Services

Outside counsel may not retain local counsel, consultants, expert witnesses, jury consultants, or vendors (collectively "Outside Vendors") without advance approval from the Legal Contact. Unless the Legal Contact and outside counsel agree otherwise, outside counsel is responsible, in consultation with the Legal Contact, for budgeting and billing arrangements governing the work to be performed by any Outside Vendors.

Fees, Expenses, and Billing

- 1. Rates.** In matters that are billed based on hourly rates, outside counsel shall provide the General Counsel a schedule showing the billing rate for each timekeeper assigned to the matter. Once the General Counsel approves the schedule, outside counsel may not change the stated billing rates or timekeepers without prior approval from the General Counsel. The General Counsel's expectation is that rates will not change for the duration of an engagement.
- 2. Prohibited Fees.** The General Counsel will not pay for the following:
 - Timekeepers that are not:
 - Approved before they begin work.
 - Direct employees of the firm. Work by non-employees may be billed as an expense.



- Unapproved rate increases.
- Time spent due to staffing inefficiencies caused by turnover or absence.
- An hourly billing rate for commuting time or any other travel time.
- Clerical, secretarial, or administrative work, regardless of who performs it, including case administration, file management, scheduling, budget preparation, conflicts clearance procedures, and data organization.
- Block billing entries or vague line-item descriptions like “attend meeting,” “participate in client call,” “trial preparation,” “research,” “review file,” “draft pleadings,” etc. Required level of description: “Telephone call with J. Smith and J. Doe re: oral argument preparation.”

3. Invoices. Invoices for work completed during a calendar month are due by the end of the following calendar month.

4. Expenses. The General Counsel will reimburse outside counsel for the actual cost of all necessary and reasonable out-of-pocket expenses.

5. Prohibited Expenses. The General Counsel will not pay for the following expenses:

- Overhead expenses, including staff overtime, expenses derived from overtime, local transportation, conference rooms, rental fees, air conditioning, and heating.
- Routine postage expenses. Any necessary postage charges (certified mail, overnight service, or oversized packages) must include an explanation and to/from addresses.
- Library related expenses, including LexisNexis, Westlaw, AI-assisted legal practice tools, or other database legal research expenses.
- Communication expenses, including phone (local, long distance, cellular), video, fax, and videoconferencing.
- Billing software charges.
- Printing documents from a computer.
- Meals unrelated to overnight travel.
- Messengers employed by the law firm.
- Interest charges incurred on invoices not paid promptly by outside counsel.

6. Travel. Outside counsel must avoid unnecessary travel. The General Counsel will reimburse travel expenses in accordance with the reimbursement policies in Utah Admin. Code R25-7 Travel-related Reimbursements for State Travelers.



Confidentiality

All information outside counsel learns about the Legislature while representing the Legislature must be treated and maintained as strictly confidential. Outside counsel must take appropriate measures to ensure that all legal and non-legal personnel, including outside consultants, vendors, and experts, are familiar with these requirements and effectively supervised.

In the event any confidential information is compromised or potentially compromised, outside counsel must notify the General Counsel immediately.

Compliance

If outside counsel fails to comply with these guidelines, the General Counsel may withhold or refuse to pay all or portions of noncompliant bills. Any modification to these guidelines must be confirmed in writing by the General Counsel.