Hull Consulting, LLC
Government Relations

Arthur V. Hull II
Cell: 505.681.7040
Email: arthull1@gmail.com

RE: Engagement of Firm

July 7, 2014

Dear Mayor McKinney and Mr. Kozeliski:

This letter constitutes our agreement for me to represent the City of Gallup on certain matters from the date of the signing of this letter through April 10, 2015 which is the last day for the Governor to sign or veto legislation passed in the 2015 legislative session.

The object of this representation will be to retain for Gallup and McKinley County the gross receipts tax "hold-harmless" distribution currently scheduled to be phased out over the next sixteen (16) years. Included in this representation is lobbying on all matters reasonably related to this objective, including supporting bills that further this objective and opposing bills that make this objective less likely to be achieved. Excluded from this representation are matters unrelated to the "hold-harmless" distribution such as capital outlay and other appropriations and other matters related to municipal and county government in general or Gallup and McKinley County specifically. In performing this engagement, I will appear before legislative interim committees as well as standing committees during the legislative session. I will communicate with members and employees of the legislative and executive branches as appropriate.

My fee for this representation will be $30,000.00 plus 4% for costs plus gross receipts tax. The costs figure will cover all in-state costs, including in-office costs such as copying, telephone, secretarial overtime, courier, etc., and in-state out-of-office costs such as in-state travel and meals with legislators and other officials. Only out-of-state travel, if any is necessary and authorized, will be billed separately. If the actual costs exceed the 4% figure, Hull Consulting, LLC will absorb the difference. If the actual costs are less than that figure, the balance will be converted to additional fee. I will plan to bill this engagement in two installments, one in July and one in January.

This agreement is based on the assumption that you will also be engaging Dick Minzner to represent Gallup and participate in this representation on a similar basis.

If this arrangement is acceptable, one of you should sign below and return this to me as soon as possible.

Thank you. I look forward to working with you on this matter.

Best,

Arthur V. Hull II
Hull Consulting, LLC

ACCEPTED:

CITY OF GALLUP

By: _____

Name: George W. Kozeliski
Tile: Acting City Manager
Date: 7-10-14

RODEY, DICKASON, SLOAN, AKIN & ROBB, P. A.
ATTORNEYS AT LAW
201 THIRD STREET NW, SUITE 2200
ALBUQUERQUE, NEW MEXICO 87102

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BERNARD S. RODEY (1856-1927)
PEARCE C. RODEY (1889-1958)
DON L. DICKASON (1906-1999)
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WRITER'S DIRECT NUMBER
(505) 768-7330

RMINZNER@RODEY.COM

July 11, 2014

Mayor Jackie McKinney
City of Gallup
110 West Aztec Avenue
Gallup, NM 87301

Via Electronic Mail to:
mayor@GallupNM.gov

George W. Kozeliski, City Attorney
Acting City Manager for the City of Gallup
110 West Aztec Avenue
Gallup, NM 87301

Via Electronic Mail to:
attorney@GallupNM.gov

RE: Engagement of Firm

Dear Mayor McKinney and Mr. Kozeliski:

This letter constitutes our agreement for me to represent the City of Gallup on certain matters from the date of the signing of this letter through April 10, 2015 which is the last day for the Governor to sign or veto legislation passed in the 2015 legislative session.

The principal object of this representation will be to retain for Gallup the gross receipts tax "hold-harmless" distribution currently scheduled to be phased out over the next sixteen (16) years. Also, an objective will be either to retain for McKinley County its "hold-harmless" distribution or to eliminate McKinley County's power to impose its new gross receipts tax authority within Gallup city limits. Included in this representation is lobbying on all matters reasonably related to this objective, including supporting bills that further this objective and opposing bills that make this objective less likely to be achieved. Excluded from this representation are matters unrelated to the "hold-harmless" distribution such as capital outlay and other appropriations and other matters related to municipal and county government in general or Gallup and McKinley County specifically. In performing this engagement, I will appear before legislative interim committees as well as standing committees during the legislative session. I will communicate with members and employees of the legislative and executive branches as appropriate.

My fee for this representation will be $30,000.00 plus 4% for costs plus gross receipts tax. The costs figure will cover all in-state costs, including in-office costs such as copying, telephone, secretarial overtime, courier, etc., and in-state out-of-office costs such as in-state travel and meals with legislators and other officials. Only out-of-state travel, if any is necessary and authorized, will be billed separately. If the actual costs exceed the 4% figure, the Rodey firm will absorb the difference. If the actual costs are less than that figure, the balance will be converted to additional fee. I will plan to bill this engagement in two installments, one in July and one in January.

This agreement is based on the assumption that you will also be engaging Art Hull to represent Gallup and participate in this representation on a similar basis.

If this arrangement is acceptable, one of you should sign below and return this to me as soon as possible.

Thank you. I look forward to working with you on this matter.

Yours truly,

RODEY, DICKASON, SLOAN, AKIN & ROBB, P.A.

Richard C. Minzner

RCM:ds

ACCEPTED:

CITY OF GALLUP

By: _____

Title: Acting City Manager

Date: 7/12/14

AGREEMENT

THIS AGREEMENT, entered into the 10th day of January, 2014 by and between MJS Consulting herein called the "Contractor" and the City of Gallup, New Mexico, herein referred to as the "City".

1. **SCOPE OF WORK:**
Work to be performed consists of legislative advocacy on behalf of the City during the term of this Agreement. Duties of this scope of work would include the following:
   - Lobbying services during the 2014 Legislative Regular Session.
   - Lobbying services related to capital outlay directly related to the City.
   - Understanding and representing the City's needs to legislators, legislative staff, state officials, or similar individuals.
   - Providing prompt, concise, accurate communication between legislators and City.
   - Ensure that the City is informed of any legislation that may affect the City.
   - Assist as necessary with other City related Legislative initiatives.

2. **PAYMENT:**
Payment for completion of services described in the "Scope of Work" is to total $12,000.00 plus NM Gross Receipts Tax @ 6.000%.

Invoices will be presented in two (2) equal payments (1-February 10, 2014; 2-March13, 2014). Payment is not contingent on the passage or failure of any legislation identified in Item 1.

3. **TERM:**
Subject to the parties executing this contract, the term of this Agreement shall be effective from the contract execution date to March 13, 2014 (day following the date that Legislation not acted upon by governor is pocket vetoed).

4. **STATUS OF CONTRACTOR:**
The Contractor, its agents and employees are independent contractors performing professional services for the City and are not employees of the City.

5. **RELEASE:**
The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligations not assumed herein by the City.

6. **CONFIDENTIALITY:**
Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

7. **AMENDMENT:**
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The City shall have the option to amend this contract to add additional duties. The amended amount is to be negotiated between the Contractor and the City.

8. **SCOPE OF AGREEMENT:**
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 7.

9. **NOTICE OF PROCUREMENT CODE:**
The Contractor understands and agrees the Procurement Code of the State of New Mexico imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

10. **APPLICABLE LAW:**
This Agreement shall be governed by the applicable policies and regulations of the City and the laws of the State of New Mexico.

11. **NOTICE:**
All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

CLIENT:

City of Gallup
Jackie McKinney, Mayor
110 W Aztec Ave.
Gallup, NM 87301

CONTRACTOR:

MJS Consulting
Matejka Santillanes
Joseph (Jay) Santillanes
Sam D. Ray
P.O. Box 235
Socorro, NM 87801

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City of Gallup below:

CLIENT: CITY OF GALLUP

BY: _____ Date: 01/10/14
Mayor

ATTEST: _____
City Clerk

CONTRACTOR: MJS Consulting

BY: _____ Date: 1-10-14
Joseph (Jay) Santillanes