

JONES DAY

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October 27, 2016

VIA FIRST CLASS AND ELECTRONIC MAIL

Mike Rankin, Esq.
Office of the City Attorney
City of Tucson
255 W. Alameda
Tucson, AZ 85726-7210

Dear Mr. Rankin:

We represent Donald J. Trump for President, Inc. (the “Campaign”). I am in receipt of your letter dated September 20, 2016. In that letter, you ask the Campaign to provide payment for costs incurred by the Tucson Police Department on March 19, 2016, the day of an event in Tucson featuring Mr. Trump. Specifically, you take the position that “[p]ursuant to Sections 3.D and 4.B.2 of the license agreement,” (the “Agreement”), the Campaign is “responsible for these payments.” It is our understanding that you sent a similar letter demanding similar payment pursuant to those same provisions of an indistinguishable agreement to Bernie 2016, Inc., the official campaign committee for Senator Bernie Sanders’ 2016 presidential bid (the “Sanders Campaign”), to which the Sanders Campaign responded with a refusal to pay.

We write to notify you that, like the Sanders Campaign, the Campaign is not responsible for reimbursing the City of Tucson for the costs of employing on-duty police officers on the day that Mr. Trump had a rally in your City. The Campaign never (1) agreed to pay the costs of Tucson’s police force as part of its license agreement for the SMC – Tucson Convention Center, (2) never asked the Tucson Police Department to provide special services outside the Convention Center (if it did, in fact, do so), (3) was, in fact, frustrated by the *refusal* of Tucson Police to do anything to control the violent and angry protestors outside the Convention Center, and (4) is not otherwise obligated to pay for the costs of maintaining the Tucson Police Department on March 19, 2016.

As the Sanders Campaign has already explained to you, the agreement the Campaign signed does not state that the Campaign is responsible to pay for unrequested services the Tucson Police Department provided. Services provided *by the Tucson Police Department* are not “Ancillary Services” under the agreement. Specifically, the agreement defines “ancillary services” as services “provided to licensee *by Operator*.” Section 3.D (emphasis added). The services *provided by the Tucson Police Department* were not “provided ... by” the Convention

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Center; they were provided by the Police Department. They are thus not within the Agreement's definition of Ancillary Services and are not chargeable to the Campaign.

The Agreement's "Summary of Basic Terms" confirms that the above definition means what it says. That Summary lists a rental fee of just over \$7,000 and says *nothing* about a potential police fee that is *over eleven times as much as the listed rental price*. To the contrary, that Summary says this rental price includes the cost of eight security guards and explicates Ancillary Services as including the sorts of menial, mundane, and minor costs the Convention Center itself would provide. Specifically, page two of the Summary defines "Ancillary services" as "i.e., parking staging and rigging, electrical, telephone and internet security, ushering needs and any additional fees...." Nowhere does it suggest that the Convention Center could claim that the general costs incurred by the Tucson Police Department of paying its on-duty police officers could fall within this category.

Further, the Agreement required the Convention Center to "provide Licensee with a written estimate of all additional charges for services provided by Operator...." Section 4.C. You have conceded that the Convention Center did not do this. That deficiency is fatal to your claim for payment, particularly given the extraordinary sum you are demanding that the Campaign pay. The Agreement does not entitle to Convention Center to—suddenly, without warning, and long after the Agreement was performed—demand an amount over 11 times the rental cost as an "ancillary service" for which no estimate was ever provided and about which no advance warning was ever given.

In addition, as the Sanders Campaign has also explained to you, the public safety services provided by on-duty members of the Tucson police force are not the sort of private event security and standard ushering services anticipated by the terms of the Agreement. The Convention Center's own conduct confirms as much, since the Center made no effort to bill these charges on the night of the event in accordance with Section 3.F of the Agreement. To the contrary, the Convention Center does not appear to have requested payment for the costs of maintaining its on-duty police force until your letter months after the event happened. That is, no doubt, because nobody thought the Agreement's provisions requiring the Campaign to pay for services such as "electrical" and "ushering needs" somehow extended to the cost of paying all on-duty police officers who were in the vicinity of the Convention Center on March 19, 2016.

Indeed, not only do the Convention Center's actions confirm that the Agreement does not mean what you say it means—the Tucson Police Department's actions do, too. The Campaign has had numerous reports from people who attended the event that the on-site police officers refused to do anything to control protestors or otherwise protect attendees of the event. To the contrary, police officers told those who requested assistance that their orders were to "stand

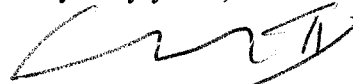
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down” and not engage. That conduct confirms that those officers were there performing their regular duties—not providing security for the event.

Finally, like the Sanders Campaign, the Campaign did not contract for, request, or arrange for the Tucson Police Department to provide public safety at the Campaign event. The U.S. Secret Service has typically made arrangements for all security matters with regard to Mr. Trump during his presidential campaign. The level of security or public safety requirements anticipated for any particular event were not dictated by the Campaign. Therefore, to the extent the Secret Service independently contacted the Tucson Police Department or any other local law enforcement organization to assist in its security detail, the law enforcement organization should discuss cost-sharing matters directly with the Secret Service.

I trust that this letter resolves the matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "D. McGahn II", written over a horizontal line.

Donald F. McGahn II

Counsel, Donald J. Trump for President, Inc.