

Anderson, Donald D.

From: Anderson, Donald D.
Sent: Friday, September 15, 2017 11:21 AM
To: 'stateimpactcenter@nyu.edu'
Cc: David J. Hayes (david.hayes@nyu.edu)
Subject: NYU Fellow Application

Please accept this application of the Office of the Attorney General of the Commonwealth of Virginia to hire a New York University School of Law fellow as a Special Assistant Attorney General through the State Energy & Environmental Impact Center. We appreciate the opportunity to participate in this program.

General Herring has long been committed to the interests that form the core mission of the State Impact Center—clean energy, climate change and more generally environmental matters. That commitment was evidenced early in his term when he submitted comments on EPA's then proposed Clean Power Plan. After the CPP was issued and challenged, General Herring joined the coalition of seventeen other states and seven major municipalities supporting the plan; the OAG has continued to be engaged in that multi-state effort through the present. In June, after the Trump Administration announced that the United States would withdraw from the Paris Climate Agreement, the OAG joined in the coalition of state AGs, Governors and others in issuing a "We Are Still In" statement. General Herring has also been supportive of Virginia Governor McAuliffe's executive actions to reduce carbon pollution in Virginia. Most recently, the OAG joined a coalition of twenty states and localities urging the EPA to retract Administrator Scott Pruitt's unsolicited letter advising states on the CPP.

General Herring's efforts have not been limited to clean energy and power issues. For example, the OAG filed an amicus brief in *America Farm Bureau v. EPA*, a case involving the total maximum daily load cooperatively developed to protect the Chesapeake Bay. The critical issue in the case was whether the Bay states, including Virginia, had the authority to act together to manage and restore the Bay. More recently, General Herring has submitted comments opposing regulatory proposals by the current administration to open Virginia and other east coast states off-shore waters to petroleum exploration and production.

The OAG has achieved this track record of commitment to regional and national environmental issues with limited resources. The Environmental Section of the Office is staffed with six full-time line attorneys, two other line attorneys who spend approximately half their time on environmental matters, and one paralegal. The attorneys are fully booked with representation of numerous Commonwealth agencies, including the Departments of Conservation and Recreation, Environmental Quality, Forestry, Game and Inland Fisheries, Health (Environmental Health Services), Mines, Minerals and Energy, as well as the Division of Consolidated Laboratory Services, the Marine Resources Commission, the Secretary of Natural Resources, and local Soil and Water Conservation Districts. Moreover, Section attorneys have been engaged in substantial major environmental litigation, including the ongoing defense of the Commonwealth's moratorium on uranium mining against constitutional attack and achievement of the largest natural resource damage settlement in Virginia history. The addition of an NYU Fellow would provide a full-time attorney to allow General Herring to participate much more fully in cooperative efforts to advance the agenda represented by the State Impact Center.

If our Office is selected for the program, the NYU Fellow serving as a Special Assistant Attorney General would be incorporated into the Environmental Section. The Section is housed in the Commerce, Environment and Technology Division of the OAG, headed by Deputy Attorney General John W. Daniel. The Section is headed by Senior Assistant Attorney General and Chief, Donald D. Anderson, who reports directly to Deputy Daniel. The NYU fellow would report directly to the Section Chief.

Currently the line attorneys in the Section range in years of experience at the bar from three to twenty years. The current salary range runs from approximately \$70,000 to approximately \$100,000. Assuming the NYU fellow would come into the Office with 5-10 years of experience, we anticipate the appropriate salary would be approximately \$81,500. We understand that, if selected for the program, our Office would work with the State Impact Center to identify, recruit and extend offers to appropriate candidates. That process, and the specific salary and benefit package for a recruit and related arrangements, would have to be determined in cooperation with our finance and human resource directors.

The Virginia OAG has historically employed, and currently employs, fellows funded by law schools. Although the arrangement with the State Impact Program and NYU would be somewhat different, there are no Virginia-specific limitations or requirements that would apply to the OAG's employment of a NYU fellow as a Special Assistant Attorney General. We have also reviewed the Virginia Rules of Professional Conduct and find no concern about the proposed arrangement, which we understand requires that the attorney's duty of loyalty shall be to the Attorney General and the Commonwealth and its agencies.

Please let us know if you need additional information to consider this application. And thank you.

Donald D. Anderson
Senior Assistant Attorney General/Chief
Office of the Attorney General

202 North 9th Street
Richmond, Virginia 23219
(804) 371-6018 Office
DAnderson@oag.state.va.us
<http://www.ag.virginia.gov>



Anderson, Donald D.

From: David J. Hayes <david.hayes@nyu.edu>
Sent: Friday, October 13, 2017 11:48 AM
To: Anderson, Donald D.
Cc: Elizabeth Johnson Klein
Subject: NYU Law Fellow Program

Donald:

Thank you for your application for an NYU Law Fellow to serve as a Special Assistant Attorney General on clean energy, climate and environmental matters. We have reviewed applications received from 11, and have selected 7 jurisdictions to receive the initial tranche of Law Fellows.

Virginia was not selected in this first round. As the hiring of our initial group of Law Fellows proceeds, we expect to confirm the availability of funding for additional Law Fellows, and may be back in touch with you, in the hope that we might be able to reactivate your application.

In the meantime, the State Impact Center looks forward to helping support your work on clean energy, climate and environmental matters through the legal and communications resources that we have at the Center, as well as through our connections with pro bono counsel and other resources. In that regard, we will be following up with you to discuss how best to facilitate an effective working relationship.

Thank you again for your interest in the NYU program.

David

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David J. Hayes
Executive Director
State Energy & Environmental Impact Center
NYU School of Law
c/o Resources for the Future
1616 P Street, NW
Washington, DC 20036
Office phone: 202-328-5052
Cell phone: 202-258-3909
Email: david.hayes@nyu.edu; davidjhayes01@gmail.com
Twitter: @djhayes01

Anderson, Donald D.

From: David J. Hayes <david.hayes@nyu.edu>
Sent: Wednesday, December 06, 2017 11:19 AM
To: Anderson, Donald D.
Cc: Elizabeth Johnson Klein
Subject: Special Assistant Attorney General

Donald:

I bring good news. As you know, during our first round of reviews, we were not able to provide your office with a Special Assistant Attorney General (SAAG) fellow to work on clean energy, climate and environmental matters. We have completed a second round of reviews, and I am pleased to report that we are now able to do so.

Coincidentally, and happily, I was at an event last event with AG Herring and was able to share this good news with Mark directly. (I do not have Mark's email address, or else I would be sharing this note to him).

We are very much looking forward to supporting the important work that Mark and your entire office are undertaking in the clean energy, climate and environmental arena. Our Deputy Director, Liz Klein, copied here, can walk you through the process for bringing your new SAAG fellow on board.

Liz and I also would appreciate the opportunity to come down to Richmond in early January and have an in-person meeting with Mark and his team to discuss how we can most effectively work together. We would love to work with Mark's scheduler and hone in on a date that works for the office.

Best,

David



P.S. Our Communications Director, Chris Moyer, also is looking forward to working with your communications team to help amplify your work in this area. We are very lucky to have Chris; he was the former Deputy Director of Communications for AG Xavier Becerra in California.

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David J. Hayes
Executive Director
State Energy & Environmental Impact Center
NYU School of Law
c/o Resources for the Future
1616 P Street, NW
Washington, DC 20036
Office phone: 202-328-5052
Cell phone: 202-258-3909
Email: david.hayes@nyu.edu; davidjhayes01@gmail.com
Twitter: @djhayes01

Anderson, Donald D.

From: Elizabeth Klein <elizabeth.klein@nyu.edu>
Sent: Wednesday, December 13, 2017 2:44 PM
To: Anderson, Donald D.
Cc: Brittany Whited
Subject: fellowship program
Attachments: NYU Law Fellow Position Description Oct 2017.docx; Draft Secondment Agreement Oct 18 2017.docx; State Impact Center Retainer agreement FINAL DRAFT.docx

It was nice to connect this afternoon about the NYU law fellowship program. We are excited to partner with your office! As promised, attached our some documents for your review:

- 1) Position description - if you're interested in making changes, just let us know so that we can take a quick look. Once you are ready to post it, we can provide a link to your posting on our website.
- 2) Template secondment agreement - once you take a look at this, if you or others in your office would find it useful to talk through any of the provisions on the phone, we're happy to set up a call.
- 3) Template retainer agreement
- 4) Here's the link to the NYU benefits packages that would be available to the fellows (who will fall in the "Professional Research Staff" category for NYU) <https://www.nyu.edu/employees/benefit/full-time/professional-research-staff.html>

Thanks very much,
Liz

--

Elizabeth Klein
Deputy Director
State Energy & Environmental Impact Center
NYU School of Law
ph 202-328-5186

NYU Law Fellow Position Description

Selected state attorneys general have the opportunity to work cooperatively with the State Impact Center to recruit and hire a limited number of NYU Law Fellows with five to 10 years of experience in clean energy, climate change, and environmental issues as special assistant attorneys general (SAAGs).

SAAGs will be hired for a term appointment to provide a supplemental, in-house resource to state AGs and their senior staffs on clean energy, climate change and environmental matters of regional and national importance. As allowed under state law, NYU School of Law will pay the salaries of the SAAGs, and the State Impact Center will provide on-going support to the SAAGs and their offices. Once hired, the SAAGs' duty of loyalty shall be to the attorney general who hired them.

Exact salary will be commensurate with experience and subject to applicable pay scale of the relevant state AG office. Title will also be determined by the relevant state AG office.

Responsibilities include, but are not limited to the following:

- Defend environmental values and advance progressive clean energy, climate change, and environmental legal and policy positions.
- Subject to the specific scope of assigned duties by the relevant state AG, perform highly advanced legal work, which might include conducting in-depth analysis and preparation of legal memoranda; interpreting laws and regulations; providing legal advice; and assisting in preparing legal notices, briefs, comment letters, and other associated litigation and regulatory documents.
- Coordinate with the State Impact Center and interested allies on legal, regulatory, and communications efforts regarding clean energy, climate change, and environmental issues.
- Prepare periodic reports of activities and progress to the State Impact Center.
- Perform other duties as assigned, with the expectation that the majority of time spent will be on clean energy, climate change, and environmental issues.

Requirements and qualifications:

- Applicants must be duly licensed, authorized, and eligible to practice as an attorney under the laws of a state or the District of Columbia. Active bar membership is required.
- Five to 10 years of experience in clean energy, climate change, and environmental issues, with preference for relevant experience in legal or policy issues of regional or national importance, such as those matters that cross jurisdictional boundaries or raise legal questions or conflicts that have nationwide applicability.
- Litigation and/or regulatory experience, with preference for experience working in state or federal government.

- Ability to work with partner organizations and to help build coalitions.
- Excellent writing, editing, research, and verbal communication skills.
- Ability to work well and with enthusiasm within a team in a fast-paced environment.
- Exceptional organizational skills and ability to proactively manage many simultaneous issues, multitask, and prioritize.
- Demonstrated interest in public service.
- Eligibility to work in the United States.

EOE/AA/Minorities/Females/Vet/Disabled/Sexual Orientation/Gender Identity

**Employee Secondment Agreement between the [AG OFFICE] and the
State Energy & Environmental Impact Center at NYU School of Law**

This AGREEMENT ("Agreement") is entered into as of September __, 2017, by and between NEW YORK UNIVERSITY ("NYU"), a New York not-for-profit education corporation, on behalf of the NYU School of Law's State Energy and Environmental Impact Center (the "State Impact Center"), and [AG OFFICE].

WHEREAS, The State Impact Center seeks to provide a supplemental, in-house resource to state attorneys general and their senior staffs on clean energy, climate change and environmental matters of regional and national importance; and

WHEREAS, As part of its activities, the State Impact Center conducts a legal fellowship program ("Legal Fellowship Program"), which seeks to provide attorneys to act as fellows in the offices of certain state attorneys general ("Legal Fellows"); and

WHEREAS, The [AG OFFICE] has been selected by the State Impact Center to participate in Legal Fellowship Program; and

WHEREAS, The [AG OFFICE] has the authority consistent with applicable law and regulations to accept a Legal Fellow whose salary and benefits are provided by an outside funding source.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the State Impact Center and [AG OFFICE] agree to the following:

A. Terms of Service for the Legal Fellowship Program at the [AG OFFICE]:

1. The State Impact Center will provide the services of one attorney to the [AG OFFICE] to act as a Legal Fellow.
2. The specific start and end dates for services will be determined with the mutual agreement between the Legal Fellow, the [AG OFFICE], and the State Impact Center, provided, however, that the term of the fellowship will be for one year with the expectation that a second one-year term will follow after mutual agreement among the parties. (the "Fellowship Period").
3. During the Fellowship Period, the Legal Fellow will be under the direction and control of, and owe a duty of loyalty to, the [AG OFFICE], and will be subject to the [AG OFFICE]'s policies regarding employee conduct, including the policies regarding time and attendance, outside activities, conflicts of interests, and confidentiality. The Legal Fellow will receive instruction and materials regarding these requirements from the [AG OFFICE] at the commencement of his or her fellowship.
4. During the Fellowship Period, salary and benefits will be provided to the Legal

Fellow by the NYU School of Law.

5. During the Fellowship Period, the [AG OFFICE] will maintain professional liability (malpractice) insurance coverage for the Legal Fellow in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate.
6. The [AG OFFICE] may terminate the services of the Legal Fellow upon seven (7) days' written notice to the State Impact Center, provided that the [AG OFFICE] will attempt to resolve any performance or other issues involving the Legal Fellow with the Legal Fellow and the State Impact Center before terminating the services of the Legal Fellow. The State Impact Center may terminate this Agreement for any reason upon seven (7) days' written notice to the [AG OFFICE].
7. The [AG OFFICE] will indemnify, defend and hold NYU, its officers, directors, agents, and employees harmless from any claims, causes of action, or judgments arising out of (1) the negligent or intentional acts or omissions of the [AG OFFICE], its officers, agents or employees, and the Legal Fellow during the Fellowship Period and while the Legal Fellow is subject to the direction and control of the [AG OFFICE] under this Agreement or (2) [AG OFFICE]'s breach of this Agreement. The State Impact Center will indemnify, defend and hold [AG OFFICE] harmless from any claims, causes of action, or judgments arising out of the State Impact Center's breach of this Agreement.

B. Nature of the Fellowship Position at the [AG OFFICE]

1. During the Fellowship Period, the [AG OFFICE] will provide the Legal Fellow the title of Special Assistant Attorney General.
2. The [AG OFFICE] will assign the Legal Fellow substantive work and responsibility matching that of other attorneys in the agency with similar experience and background. The Legal Fellow's substantive work will be primarily on matters relating to clean energy, climate change, and environmental matters of regional and national importance.
3. The [AG OFFICE] will aim to include the Legal Fellow in the range of its work where possible, such as strategy discussions and court appearances.
4. The [AG OFFICE] will afford the Legal Fellow the opportunity to partake in the extensive legal education, including CLEs, offered by the [AG OFFICE] to its attorneys.

C. Prohibited Activity

1. The [AG OFFICE] may not request or permit the Legal Fellow to engage in any activities that would constitute any of the following:
 - a. to carry on propaganda, or otherwise attempt to influence any specific

legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

- b. To engage in any other activity that may constitute lobbying under federal, state, or local laws or regulations;
 - c. to influence the outcome of any specific public election; or
 - d. to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.
2. The [AG OFFICE] may not request or permit the Legal Fellow to participate in any matter that involves New York University or any of its affiliates; and, to the extent that the [AG OFFICE] participates in a matter that involves New York University or any of its affiliates, the [AG OFFICE] will create an ethical wall between the Legal Fellow and the [AG OFFICE] with regard to the matter to ensure that the Legal Fellow has access to no information relating to the matter.
3. The [AG OFFICE] has determined that NYU's payment of salary and benefits to the Legal Fellow and the provision of services by the Legal Fellow to the [AG OFFICE] do not constitute an impermissible gift under applicable law or regulation. No part of this agreement is intended to induce [AG OFFICE] to undertake or refrain from undertaking any action within the purview of [AG OFFICE]. [AG OFFICE] retains sole discretion to determine whether to undertake any action, including any actions relating to clean energy, climate change, and environmental matters of regional and national importance or involving New York University or any of its affiliates.

D. Communications and Reporting

- 1. The State Impact Center will not have a proprietary interest in the work product generated by the Legal Fellow during the fellowship. The State Impact Center will not be authorized to obtain confidential work product from the Legal Fellow unless the Legal Fellow has obtained prior authorization from the Legal Fellow's supervisor at the [AG OFFICE].
- 2. Notwithstanding the above, the [AG OFFICE] will provide periodic reports to the State Impact Center regarding the work of the Legal Fellow. These reports will include a narrative summary, subject to confidentiality restrictions, of the work of the

legal fellow and the contribution that the legal fellow has made to the clean energy, climate change, and environmental initiatives of the [AG OFFICE]. These reports will be provided pursuant to the following schedule:

- a. Activity for the period from the beginning of the Fellowship Period until April 30, 2018 will be provided no later than May 1, 2018.
 - b. Activity for the period from May 1, 2018 through July 31, 2018 will be provided no later than August 1, 2018.
 - c. Activity for the period from August 1, 2018 through January 31, 2019 will be provided no later than February 1, 2019.
 - d. A final report for activity from the beginning of the Fellowship Period until the end of the Fellowship Period will be provided within five (5) business days of the end of the Fellowship Period.
3. The [AG OFFICE] acknowledges that New York University may be required to make filings or disclosures on that reference the [AG OFFICE], the Legal Fellow, or the Legal Fellowship Program, and that the [AG OFFICE] is not required to review or approve any such filings except where New York University requests such review or approval.
 4. In addition to the formal reporting requirements, the [AG OFFICE] and the Legal Fellow will collaborate with the State Impact Center on clean energy, climate change, and environmental matters in which the Legal Fellow is engaged, including coordination on related public announcements.
 5. Notifications to the [AG OFFICE] relating to this agreement should be directed to _____.
 6. Notifications to the State Impact Center relating to this agreement should be directed to _____.

E. Miscellaneous

1. This Agreement constitutes the complete understanding of the parties and supersedes any other agreements between the parties and shall be governed by the laws State of New York. No amendment to this Agreement will be valid and binding unless reduced to writing and signed by the parties.
2. This agreement shall not be assigned by either party without the consent of the other party.
3. This Agreement may be executed in multiple counterparts, each of which will be fully effective as an original and all of which together will constitute the same document. The parties may exchange of copies of this Agreement and signature pages in electronic form.

Dated: September __, 2017

New York University

By: _____
Name: _____
Title: _____

Dated: September __, 2017

[INSERT STATE] State Office of the Attorney General

By: _____
Name: _____
Title: _____

204257524.1

RETAINER AGREEMENT

The Attorney General of the State of [INSERT STATE] ("OAG" or "Client") and New York University on behalf of the lawyers at the State Energy & Environmental Impact Center at NYU School of Law ("Counsel") agree to the following arrangement regarding Counsel advising Client from time to time on administrative, judicial, or statutory matters involving clean energy, climate change, and environmental protection (the "Subject Matters"), including advice on the Subject Matters as may be sought in connection with potential litigation brought by or involving OAG. For purposes of this Agreement, Counsel include only those lawyers who are working directly on behalf of or for the State Energy & Environmental Impact Center; it does not apply to NYU Law Fellows who will be or are serving as Special Assistant Attorneys General.

Counsel and Client agree to the following terms and conditions:

SCOPE AND NATURE OF ENGAGEMENT

1. Counsel has agreed to advise OAG on the Subject Matters, including in connection with potential litigation to the Subject Matters to be brought by or involving OAG. Counsel's engagement is limited to advising the OAG on the Subject Matters only and does not include any commitment or undertaking to appear or represent or to advise the OAG in any proceeding or litigation or to advise the OAG in any other matter, proceeding or litigation.
2. The relationship of Counsel to OAG arising out of this agreement is that of attorney and client.
3. Counsel is not obligated to help OAG secure legal representation for any legal issues not covered by this agreement. If Counsel decides to advise OAG in connection with a different matter, Counsel and the Client will agree to that engagement in a separate written agreement.

FEES, COSTS AND EXPENSES

4. This engagement is pro bono, and Counsel agrees not to charge OAG any attorneys' fees for Counsel's legal services.
5. Counsel will assume all costs associated with its work on the Subject Matters, which may for example include photocopying charges, online legal research fees, travel expenses of its personnel or long-distance telephone charges. Client undertakes no obligation to pay any of the costs advanced by Counsel in advising OAG in connection with the Subject Matters.
6. OAG will be responsible for paying all expenses in connection with any investigation, proceeding or litigation involving or arising from the Subject Matters that would have been incurred if Counsel were not providing advice on the Subject Matters, which may for example include court reporter fees, transcript fees and expert witness fees. Such expenses shall be paid directly by the OAG, and may not be incurred by Counsel without the OAG's prior approval.

DUTIES OF DISCLOSURE & CONFIDENTIALITY

7. Counsel and Client each agree to ensure that all confidential and/or privileged/attorney work product information provided to each other is kept confidential.

ATTORNEY WORK PRODUCT

8. Counsel shall not enter into a common interest agreement related to Subject Matters covered under this Agreement, or presume that a common interest exists with, a third party without prior authorization from the Client. It is expected that common interest agreements involving cooperation with other state Attorneys General offices pursuing collective action will be routinely granted by Client.
9. Counsel will take reasonable steps to ensure that all information exchanged between Counsel and Client or generated by Counsel in connection with its performance of services hereunder is made available solely to Counsel personnel who work directly on the Subject Matters.
10. Upon request, Counsel will provide OAG with a copy of all applicable written materials prepared by Counsel in the performance of legal services hereunder.

POTENTIAL CONFLICTS OF INTEREST/TERMINATION OF ENGAGEMENT

11. Counsel shall take such measures as it deems necessary to ensure that its engagement in connection with the Subject Matters does not give rise to any conflict with the interests of New York University or of Counsel's other clients, specifically including with respect to any matter, investigation, proceeding or litigation that New York University or any of Counsel's other clients has with, before or against OAG.
12. Neither Client nor Counsel is aware of any disagreement or conflict between the Client and Counsel at this time, but both understand that disagreements or conflicts between the Client and Counsel may arise in the future and affect the Subject Matters. If such disagreements or conflicts occur and cannot be resolved with the continued assistance of Counsel, Client understands that Counsel may have to withdraw from this engagement.
13. Client and Counsel are free, at any time and with or without cause, to end this engagement.

COUNSEL'S ACKNOWLEDGMENTS

14. In the performance of its services hereunder, Counsel will comply with all applicable laws, rules and regulations pertaining to the rendering of such services, maintain all licenses required under applicable law, and maintain adequate Professional Liability Insurance at its own cost.
15. Counsel acknowledges that Counsel personnel working on the Subject Matters are not considered state employees and will not be entitled to protections afforded state employees under [INSERT APPLICABLE STATE LAW].
16. Counsel acknowledges that (a) in addition to whatever supervision Counsel performs over the services it provides hereunder, its work on the Subject Matters will be subject to supervision and direction by OAG, through a designated OAG attorney, and (b) OAG shall at all times retain discretionary decision-making authority in connection with any proceeding or litigation concerning or arising from the Subject Matters, including with respect to (i) selecting and retaining expert witnesses; (ii) filing motions or other court papers; and (iii) proposing, negotiating, or agreeing to settlement.
17. The OAG shall have no liability under this contract to Counsel or to anyone else.

ATTORNEY WORK PRODUCT

18. Any opinions prepared by Counsel do not constitute official opinions of the Attorney General unless the prior written approval of the Attorney General is obtained.

GOVERNING LAW & MODIFICATION

19. This Agreement is governed by the law of the State of New York, without regard for New York's choice of law statute. The parties agree to bring any action to construe, interpret or enforce this Agreement in a Court of competent jurisdiction in the State of New York.
20. This Agreement represents the parties' entire agreement pertaining to fees and costs in relation to the Subject Matters, and may not be amended or modified except in writing, signed by all parties. This Agreement is binding on Client and on Counsel and the respective successors in interest of each. This Agreement may not be assigned by Counsel without the OAG's prior written consent.

SEVERABILITY

21. If any clause of this agreement is found by a Court of competent jurisdiction to be void or unenforceable, then, in that event, such clause shall be severed and the rest and remainder of the agreement shall remain in force and effect such as to best reflect the intentions of the parties as indicated solely by this document.

EFFECTIVE DATE

22. This agreement shall be effective as of [INSERT DATE], and shall terminate on July 31, 2019, unless earlier terminated as provided herein or extended upon the mutual written consent of the parties. It may be executed in counterparts and all the counterparts together shall constitute a single agreement.

CLIENT'S ACKNOWLEDGMENTS

23. Client acknowledges that Client has fully read, understands, and freely enters into this agreement and that Client has received a copy of this agreement.
24. Client acknowledges that New York University is a not-for-profit education corporation and that the furnishing of legal services by Counsel is incidental to New York University's purposes. Client consents to the compensation of Counsel by New York University.

ATTORNEY WORK PRODUCT

Dated: [INSERT DATE], 2017 State Energy & Environmental Impact Center
New York University School of Law

By: _____
David J. Hayes
Executive Director
State Energy & Environmental Impact Center
NYU School of Law
c/o Resources for the Future
1616 P Street NW
Washington, DC 20036
202-328-5052
david.hayes@nyu.edu

Dated: [INSERT DATE], 2017 Office of the Attorney General [INSERT STATE]

By: _____
[INSERT STATE SIGNATORY]

Anderson, Donald D.

From: David J. Hayes <david.hayes@nyu.edu>
Sent: Friday, January 05, 2018 10:11 AM
To: Anderson, Donald D.
Cc: Elizabeth Johnson Klein; David J. Hayes
Subject: Meeting in Richmond

Don:

It was great meeting General Herring before the holiday and giving him the news about your successful application for a Special Assistant AG who will work on clean energy, climate and environmental issues.

Liz Klein and I would appreciate the opportunity to visit your offices and meet with General Herring, you, and whomever else might be appropriate to discuss your office's potential priorities and get your views on how we might best help support your work, particularly with regard to regional and national issues that AGs are getting engaged in in the climate, clean energy and environmental arena.

Liz and I could come down on either Thursday or Friday, Jan 18 or 19, if that might work for your office. We can offer additional dates as well.

Rather than battling the traffic on I-95, Liz and I were thinking of taking Amtrak down. We'd arrive in Richmond at 10:03 am and could easily do a meeting at 11:00 or noon (or potentially 10:30, if the train is on time).

Let us know if this might work.

Thanks, and happy new year!

David

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David J. Hayes
Executive Director
State Energy & Environmental Impact Center
NYU School of Law
Cell phone: 202-258-3909
Email: david.hayes@nyu.edu; davidjhayes01@gmail.com
Twitter: @djhayes01

Anderson, Donald D.

From: David J. Hayes <david.hayes@nyu.edu>
Sent: Wednesday, January 24, 2018 8:04 AM
To: Anderson, Donald D.
Cc: Elizabeth Johnson Klein
Subject: Re: Meeting in Richmond

Don:

I'm following up, as a reminder, that Liz and I would appreciate the chance to come down to Richmond and visit with AG Herring and the team to discuss how we can work together. I've had similar meetings with the other AGs that are bringing on Special Assistant AGs, and other AG who we are working with.

We can work around your schedule, if we can avoid Wednesdays (when I teach at NYU law school). Also, Liz and I are both taking a few days off in mid-February around Presidents day.

Thanks.

David

On Fri, Jan 5, 2018 at 10:59 AM, David J. Hayes <david.hayes@nyu.edu> wrote:
Great. Thanks, Don.

Say warm!

David

On Fri, Jan 5, 2018 at 10:58 AM, Anderson, Donald D. <DAnderson@oag.state.va.us> wrote:

Happy New Year!

Let me caucus with John Daniel (who is in court up your way today) and others and get back to you next week.

Thanks.

Don

Donald D. Anderson
Senior Assistant Attorney General/Chief
Office of the Attorney General
202 North 9th Street

Anderson, Donald D.

From: Anderson, Donald D.
Sent: Tuesday, January 30, 2018 3:33 PM
To: 'david.hayes@nyu.edu'
Cc: Elizabeth Johnson Klein
Subject: RE: Meeting in Richmond
Attachments: NYU Fellow Job Description.docx

My apologies for failing to answer sooner. I have been waiting for formal approval to proceed, which I have now been assured is coming.

I have asked for potential dates for the meeting you have suggested.

In the meantime, I would appreciate your input on the attached draft of a job posting that uses much of what Liz sent but in a format similar to what we usually do here.

Thanks.

Don

Donald D. Anderson
Senior Assistant Attorney General/Chief
Office of the Attorney General
202 North 9th Street
Richmond, Virginia 23219
(804) 371-6018 Office
DAnderson@oag.state.va.us
<http://www.ag.virginia.gov>



From: David J. Hayes [mailto:david.hayes@nyu.edu]
Sent: Wednesday, January 24, 2018 8:04 AM
To: Anderson, Donald D.
Cc: Elizabeth Johnson Klein
Subject: Re: Meeting in Richmond

Don:

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We can work around your schedule, if we can avoid Wednesdays (when I teach at NYU law school). Also, Liz and I are both taking a few days off in mid-February around Presidents day.

[dda draft]

**[SPECIAL ASSISTANT ATTORNEY GENERAL]/FELLOW
OFFICE OF THE ATTORNEY GENERAL
COMMERCE ENVIRONMENT & TECHNOLOGY DIVISION
ENVIRONMENTAL SECTION**

DESCRIPTION: In conjunction with the State Energy and Environment Impact Center of the New York University Law School, a Fellow of NYU will be retained by the Office of the Attorney General to serve a one- to two- year term as a [Special Assistant Attorney General] in the Environmental Section working on clean energy, climate change and environmental matters of regional and national importance.

DUTIES: This individual will perform highly advanced legal work, including conducting in-depth analysis and preparation of legal memoranda; interpreting laws and regulations; providing legal advice; and assisting in preparing legal notices, briefs, comment letters, and other associated litigation and regulatory documents. The individual will perform other duties as assigned, with the expectation that the majority of time spent will be on clean energy, climate change, and environmental issues. As appropriate, and under the supervision of the Section Chief and the Deputy Attorney General, the individual will prepare periodic reports of activities and progress to the State Impact Center.

QUALIFICATIONS: Applicants must have graduated from an accredited law school and be admitted to the [Virginia State Bar]. The successful candidate will have excellent analytical and writing abilities and oral communication skills as evidenced by a writing sample and references. Excellent interpersonal skills are required. Preference for candidates with five to ten years of experience in clean energy, climate change, and environmental issues, including relevant experience in legal or policy issues of regional or national importance, such as those matters that cross jurisdictional boundaries or raise legal questions or conflicts that have nationwide applicability. Litigation and/or regulatory experience, with preference for experience working in state or federal government. Ability to work with partner organizations and to help build coalitions. Exceptional organizational skills and ability to proactively manage many simultaneous issues, multitask, and prioritize. Demonstrated interest in public service.

SALARY: Salary commensurate with experience and qualifications, to be paid by NYU.

TO APPLY: Please apply on-line at <https://virginiajobs.peopleadmin.com>. Veterans, AmeriCorps, Peace Corps, and other national service alumni are encouraged to apply. To ensure consideration, please submit application materials by [DATE].

Anderson, Donald D.

From: Elizabeth Klein <elizabeth.klein@nyu.edu>
Sent: Tuesday, January 30, 2018 4:20 PM
To: Anderson, Donald D.
Cc: david.hayes@nyu.edu
Subject: Re: Meeting in Richmond

The position description looks good to me (there's a typo that I'm sure would get caught along the way, but I'll point it out anyway - a stray "w" at the end of "including" about midway through the last paragraph.)

We'll look forward to hearing about dates, and let me know if you have any additional questions about the secondment agreement. We are happy to walk through any specific questions or suggested changes to the terms in that.

Thanks,
Liz

On Tue, Jan 30, 2018 at 3:33 PM, Anderson, Donald D. <DAnderson@oag.state.va.us> wrote:

My apologies for failing to answer sooner. I have been waiting for formal approval to proceed, which I have now been assured is coming.

I have asked for potential dates for the meeting you have suggested.

In the meantime, I would appreciate your input on the attached draft of a job posting that uses much of what Liz sent but in a format similar to what we usually do here.

Thanks.

Don

Donald D. Anderson
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