

Authority Request No. 180

## **REQUEST FOR LEGAL SERVICES**

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 4/7/2025 Department: Benefits and Retirement

State the nature of the legal request: Please review the attached Service Agreement between Sageview Consulting Group, LLC and Oklahoma County to be effective July 1, 2025, as to form and  
legality.

**RECEIVED**

**APR 07 2025**

**CIVIL DIVISION  
DISTRICT ATTORNEY**

Signature

Reply of District Attorney's Office: \_\_\_\_\_

*Revised*

Date of Reply: 4/7/25

*Ann E. Hays*  
Assistant District Attorney



**SAGEVIEW CONSULTING GROUP, LLC  
SERVICE AGREEMENT ("AGREEMENT")  
Oklahoma County Retirement System**

**For Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026**

**Client Name:** Oklahoma County, OK (the Client)

**Primary Contact Name(s):** Jon Wilkerson

**Primary Contact Address:** 320 Robert S. Kerr, Room 203  
Oklahoma City, Oklahoma 73102-3430

**Primary Contact Phone(s):** (405) 713-1535

**Primary Contact Fax(s):** (405) 713-2357

**Primary Contact Email(s):** jon.wilkerson@oklahomacounty.org

**Services to be provided by SageView Consulting Group (SageView)**

All services to be provided by SageView are subject to your full cooperation and prompt submission of complete and accurate information. SageView will rely on all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. SageView will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. SageView is not a law firm or a public accounting firm and does not provide legal or tax advice.

**Contract Term:** The contract shall be for the fiscal year July 1, 2025 to June 30, 2026 and SageView will provide the following actuarial services under this agreement:

- Data collection and analysis,
- Preparation of a comprehensive actuarial valuation report under GASB No. 67 and No. 68,
- Disclosures as required by GASB No. 67 and No. 68,
- One Board meeting to present valuation results.

The contract may be renewed each year by separate agreement.

**Fees for services provided by SageView**

The fees for the **Contract Term** outlined above will be **\$12,150**.

**Timetable**

All work will be completed and delivered to the Client on the later of September 1, 2025, or a week after receiving the draft audited financial statement for the plan assets and assuming receipt of complete census data and preliminary plan assets as of July 21, 2025 for the fiscal 2026 report.



### **Termination**

This agreement may be terminated by either party upon thirty (30) days written notice.

### **Additional services available if requested by Client**

No additional services shall be used, ordered or billed to the Client under this contract. Any additional services to the Client must be authorized and approved by a separate contract for a sum certain.

### **Relationship of the Parties**

The legal relationship between the Client and SageView shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that SageView shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by SageView).

The Client agrees that SageView shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to SageView at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, SageView will not be responsible for any delays or liability arising therefrom.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to SageView, whether intentional or by error, could result in an impairment of SageView's services.

### **Client Responsibilities and Representations**

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by SageView to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.



### Dispute Resolution

The contract shall be governed and interpreted in accordance with Oklahoma law. Before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services, both parties may elect to attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of SageView and Client, who will promptly meet and confer to resolve such dispute. Each party's representative will be identified by notice to the other and may be changed at any time thereafter by notice to the other.

In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by SageView and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution may then be submitted to an Oklahoma court of competent jurisdiction within the statutory time frame permitted by law. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

### Acceptance

The items and conditions of this Agreement are agreed to and accepted by the Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

Oklahoma County, OK

By:

Print Name:

Paul Foster, D3 Chief Duputy on behalf of Commissioner Myles Davidson

Date:

04/28/2025

SageView Consulting Group, LLC

By:

Print Name:

Date:

Jon,

The voucher numbers are:

Johnston & Ahlswede, P.C. for \$5,750.00 voucher #1482

Sageview Actuarial & Consulting for \$12,150.00 voucher #1483

Thank you,



**Albert Rodriguez**

**Financial Specialist**

**Office of Maressa Treat**

**Oklahoma County Clerk**

**P: 405.713.7151**

**[Oklahoma County Clerk Website](#)**

**OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice-Chairman

\_\_\_\_\_ Member

Attest \_\_\_\_\_

**THE OKLAHOMA COUNTY RETIREMENT BOARD OF TRUSTEES**

Approved this 28 day of April, 2025

Paul Foster Chairman

Forrest "Butch" Foreman Vice-Chairman

Attest Marissa Ineart

