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WILLIAMS, BOX, FORSHEE & BULLARD, P.C.
ATTORNEYS AND COUNSELLORS
522 COLCORD DRIVE
OKLAHOMA CITY, OKLAHOMA 73102-2202
TELEPHONE 405-232-0080
FAX 405-236-5814

AGREEMENT FOR GENERAL BOND COUNSEL SERVICES

OKLAHOMA COUNTY, OKLAHOMA

THIS AGREEMENT, effective as of August 15, 2022, by and between the BOARD OF COUNTY COMMISSIONERS, OKLAHOMA COUNTY, OKLAHOMA (collectively with any public trust designated by said County to issue debt obligations on its behalf, the "ISSUER"), and the law firms of THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG") and WILLIAMS, BOX, FORSHEE & BULLARD, P.C. ("WILLIAMS", and collectively with PFLG, "BOND COUNSEL"), as follows:

RECITALS

WHEREAS, the ISSUER desires to engage PFLG and WILLIAMS as co-bond counsel to assist the ISSUER for the purposes of and consultation on special projects which the ISSUER may from time to time undertake. Special projects may include, not by way of limitation, the creation of public trust(s) with the ISSUER as beneficiary, the contemplated timing, terms and legal structure of proposed financings, including but not limited to general obligation bond issues, revenue bond/note issues, bond anticipation notes, lease purchase transactions, and possible grants or state and federal loan programs that may be available (collectively referred to herein as "debt obligations"), the calling of election(s) for approval of sales tax and/or issuance of debt obligations, or other projects as requested by the ISSUER; and

WHEREAS, PFLG and WILLIAMS possess the necessary professional capabilities and resources to provide the legal services required by the ISSUER as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Co-Bond Counsel Services.* PFLG and WILLIAMS will render the following services as bond counsel to the ISSUER:

- (1) Consultation with representatives of the ISSUER, including the County Commissioners, County Treasurer, District Attorney, County Clerk, Issuer's Counsel, financing and accounting staff, financial advisors, and others.
- (2) Preparation and/or review of relevant authorizing documents as requested by the ISSUER.
- (3) Attendance at such meetings or hearings of the ISSUER and working group meetings or conference calls as the ISSUER may request, and assistance to the ISSUER staff in preparation of such explanations or presentations to the governing body of the ISSUER as they may request.
- (4) Rendering of legal opinion(s) with respect to certain issues as requested by the ISSUER.

The Oklahoma County District Attorney's office does not represent the County for any Bond related matters, nor represent the County for any special projects for which the Oklahoma County District Attorney's office has been conflicted out. The ISSUER may from time to time designate legal counsel for the purpose of rendering day-to-day and ongoing general counsel legal services, which may or may not be the District Attorney's office (collectively and generically referred to herein as "Issuer's Counsel").

PFLG, WILLIAMS, and the ISSUER further acknowledge that the ISSUER may be represented a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1, as may be selected by the ISSUER from time to time (collectively, referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG and WILLIAMS are each firms of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG, WILLIAMS, and its respective attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG and WILLIAMS are excluded from the definition of Municipal Advisor (as defined in SEC Rule 15Ba1-1), and PFLG and WILLIAMS do not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. The ISSUER has been advised that PFLG and WILLIAMS are not municipal advisors and PFLG and WILLIAMS owe no federal statutory fiduciary duty to the ISSUER.

In rendering opinions and performing legal services under this Agreement, BOND COUNSEL shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the ISSUER, the Independent Registered Municipal Advisor (if applicable), property owners and other parties and consultants, without independent investigation or verification.

BOND COUNSEL's services are limited to those specifically set forth above. BOND COUNSEL's services do not include representation of the ISSUER or any other party to a particular transaction in any litigation or other legal or administrative proceeding involving debt obligations or any other matter. BOND COUNSEL's services also do not include any

responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. BOND COUNSEL will not be responsible for preparing, reviewing, or opining with respect to the Issuer's Official Statement and/or any Continuing Disclosure Undertakings for the debt obligations, including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the debt obligations. BOND COUNSEL's services do not include any financial advice or analysis. BOND COUNSEL will not be responsible for the services performed or acts or omissions of any other participant. Also, with respect to each issuance of debt obligations, BOND COUNSEL's services will not extend past the date of issuance of said debt obligations and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to said debt obligations, the proceeds of said debt obligations, or the financed project after issuance of said debt obligations.

B. *Supplemental Scope of Services Agreements.* It is contemplated that the ISSUER (or its designated public trust) will engage BOND COUNSEL pursuant to a separate agreement for bond counsel services in connection with the issuance of each specific debt obligation.

2. **Compensation for General Bond Counsel Services.**

BOND COUNSEL shall provide general bond counsel services to the ISSUER for matters relating to special projects as requested by the ISSUER, with compensation for the same to be on an hourly basis as provided by Schedule 1 below, plus the expenses of BOND COUNSEL to include document reproduction and binding, long distance telephone, telecopies, courier services, publication fees, filing fees, travel and similar expenses. Special projects may include, not by way of limitation, the calling of election(s) for approval of sales tax and/or issuance of debt obligations, creation of public trust(s) with the ISSUER as beneficiary, or other projects as requested by the ISSUER.

Schedule 1

Hourly Fees for General Bond Counsel Services

<u>Title</u>	<u>Hourly Rate</u>	<u>Primary Contacts</u>
Senior Attorneys	\$262	John Michael Williams, Jered T. Davidson, Amanda Carpenter
Other Attorneys	\$218	
Legal Assistants	\$94	

Hourly rates as described in Schedule 1 shall be adjusted annually based on the national Consumer Price Index—Urban (CPI-U). Adjustments will occur at the beginning of each fiscal year. Each annual adjustment shall be based on the average annual CPI-U for the second preceding calendar year. For example, the annual adjustment for FY ending 2024 (starts on July 1, 2023)

shall be based on the change in the average annual CPI-U from 2021 to 2022. See Schedule 2 below. Actual percentage change shall be rounded to the nearest tenth of one percent. Annual adjustments to the actual rate will be adjusted up to the nearest dollar.

Schedule 2

CPI-U Adjustment Schedule

Fiscal Year	Years Comparison
FY ending 2024	2021 & 2022
FY ending 2025	2022 & 2023
FY ending 2026	2023 & 2024
FY ending 2027	2024 & 2025
FY ending 2028	2025 & 2026
FY ending 2029	2026 & 2027

General Provisions.

A. This Agreement shall be effective with respect to general bond counsel services provided by BOND COUNSEL beginning July 1, 2022, and is subject to annual renewal and annual appropriation and encumbrance of necessary funds. The total amounts paid for general bond counsel services shall not exceed \$25,000 per fiscal year without express authorization by Resolution of the ISSUER.

B. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the ISSUER shall, at the option of the ISSUER, become its property and shall be delivered to it or to any party it may designate; provided that BOND COUNSEL shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the ISSUER, BOND COUNSEL shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. The ISSUER shall, with respect to hourly rate compensation, pay BOND COUNSEL for hourly work performed and expenses incurred to the date of termination. Upon termination, BOND COUNSEL shall have no future duty of any kind to or with respect to any debt obligations or to the ISSUER.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, BOND COUNSEL's role under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the issuance of debt obligations, BOND COUNSEL will act as special counsel to the ISSUER with respect to issuance of debt obligations; i.e., BOND COUNSEL will assist Issuer's Counsel in representing the ISSUER but only with respect to validity of the debt obligations and the Financing Documents, and the tax status of interest on the debt obligations, in a manner not inconsistent with the role of bond counsel described above.

The ISSUER acknowledges that PFLG and WILLIAMS regularly perform legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG and WILLIAMS have represented, are representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in a debt obligation of the ISSUER or a project financed by or that may be involved with or adverse to the ISSUER in this or some other matter. PFLG and WILLIAMS agree not to represent any such entity in connection with a debt obligation of the ISSUER, during the term of this Agreement, without the consent of the ISSUER. Given the special, limited role of bond counsel described above, the ISSUER acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG and/or WILLIAMS may have had, have or enter into, and the ISSUER specifically consents to any and all such relationships.

The ISSUER reserves the right to engage special legal counsel on any matter deemed appropriate by the ISSUER, following consultation with BOND COUNSEL, to advise the ISSUER or to assist BOND COUNSEL.

BOND COUNSEL shall maintain working relationships with attorneys specializing in fields of interest to governmental entities, including but not limited to special tax matters, and continuing disclosure. BOND COUNSEL may recommend hiring by separate agreement special legal counsel with special knowledge and expertise to represent the ISSUER or assist BOND COUNSEL when it deems it reasonable and in the best interest of the ISSUER.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the ISSUER and BOND COUNSEL any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the ISSUER and BOND COUNSEL.

BOND COUNSEL may not assign its obligations under this Agreement without written consent of the ISSUER except to a successor partnership or corporation to which all or substantially all of the assets and operations of BOND COUNSEL are transferred. The ISSUER may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the debt obligations on behalf of the ISSUER. The ISSUER shall not otherwise assign its rights and obligations under this Agreement without written consent of BOND COUNSEL. All references to BOND COUNSEL and the ISSUER in this Agreement shall be deemed to refer to

any such successor of BOND COUNSEL and to any such assignee of the ISSUER and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
(405) 235-3413 (Telephone)
(405) 235-2807 (Facsimile)
Attention: Jered T. Davidson, Esq.

WILLIAMS:

Williams, Box, Forshee & Bullard, P.C.
522 Colcord Drive
Oklahoma City, OK 73102
(405) 232-0080 (Telephone)
(405) 236-5814 (Facsimile)
Attention: John Michael Williams, Esq.

ISSUER:

Board of County Commissioners of Oklahoma County, Oklahoma
Oklahoma County Annex Building
320 Robert S. Kerr, Suite 307
Oklahoma City, OK 73102
(405) 713-1300 (Telephone)
(405) 713-7158 (Facsimile)
Attention: County Treasurer

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The ISSUER and BOND COUNSEL have executed this Agreement by their duly authorized representatives as of the date provided above.

**BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA**

By: _____
Chairman, Board of County Commissioners

(SEAL)

ATTEST:

County Clerk

Reviewed as to form and legality this 9th day of Aug, 2022.

By: 
Assistant District Attorney

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Jered T. Davidson

**WILLIAMS, BOX, FORSHEE & BULLARD,
P.C.**

By: _____
John Michael Williams

REQUISITION

12301524-00 FY 2023

BILL TO

OKLAHOMA COUNTY COMMISSIONERS -----
320 ROBERT S KERR -----
ROOM 101 -----
OKLAHOMA CITY , OK 73102

VENDOR

THE PUBLIC FINANCE LAW GROUP PLLC
5657 N CLASSEN BLVD, SUITE 100

OKLAHOMA CITY, OK 73118

SHIP TO

OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
08/09/22	001104			General Government	
LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Bond Council and Special Projects FY 23	25000.00	EACH	1.00000	25,000.00

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

REQ TOTAL 25,000.00

** END OF REPORT - Generated by Jessica Brody **