

Authority Request No. 269

**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: 5/6/26 Department: Benefits & 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, 2026, as to  
form and legality.

**RECEIVED**

**MAY 06 2026**

**CIVIL DIVISION**

**DISTRICT ATTORNEY**

Jon Wilkerson  
Signature

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

OK

Date of Reply: 5/6 2026 Jon Wilkerson  
Assistant District Attorney



CREATIVE PLANNING INSTITUTIONAL CONSULTING, LLC  
SERVICE AGREEMENT (“AGREEMENT”)

**Oklahoma County Medical and Prescription Drug Benefits**

For Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027

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

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

**Primary Contact Address:** 320 Robert S. Kerr, Room 220  
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 Creative Planning Institutional Consulting (CPIC)**

All services to be provided by CPIC are subject to your full cooperation and prompt submission of complete and accurate information. CPIC will rely on all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. CPIC will have no responsibility to verify such information and no liability for errors or omissions because of relying on such information. CPIC 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, 2026 to June 30, 2027** and CPIC will provide the following actuarial services under this agreement:

- **Reserves:** We will calculate the estimated reserves for incurred but not paid (IBNP) claims and estimate future claims not yet reported as of June 30.
- **Projected Funding Rates:** We will provide the monthly funding rates for the existing Client tier structure. The rates will separately specify the amounts for claims and fixed costs, such as administrative costs. We will determine what the monthly employee and retiree contributions should be by tier.
- **COBRA Rates:** We will calculate and certify the COBRA rates by tier. The rates will include stop loss premiums, employee contributions, employer contributions and fixed costs.
- **Tiered Premiums:** We will calculate the recommended premium equivalent rates, COBRA rates and employee contributions under the current tier structure.

The contract may be renewed each year by separate agreement.

**Fees for services provided by CPIC**

The fees for the **Contract Term** outlined above will be **\$24,000**.



### **Timetable**

All work will be completed and delivered to the Client by September 1, 2026 assuming receipt of complete census data as of July 20, 2026.

### **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 CPIC shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that CPIC 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 CPIC).

The Client agrees that CPIC 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 CPIC at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, CPIC 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 CPIC, whether intentional or by error, could result in an impairment of CPIC's services.



### Client Responsibilities and Representations

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

- Providing all information required by CPIC 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.

### 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: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Creative Planning Institutional Consulting, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bill To  
 OK COUNTY BENEFITS/RETIREMENT  
 320 ROBERT S KERR  
 ROOM 203  
 OKLAHOMA CITY, OK  
 73102

Requisition 12700058-00 FY 2027

Acct No:  
 UNDEFINED ACCOUNT.  
 Review:  
 Buyer: 6065ccrobtho  
 Status: Created

Page 1

Vendor  
 CREATIVE PLANNING HOLDCO LLC  
 4000 MACARTHUR BLVD STE 1050

Ship To  
 OK COUNTY BENEFITS/RETIREMENT  
 320 ROBERT S KERR  
 ROOM 203  
 OKLAHOMA CITY, OK 73102

NEWPORT BEACH, CA 92660

Deliver To  
 OK COUNTY BENEFITS/RETIREMENT  
 320 ROBERT S KERR  
 ROOM 203  
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/26	005765				Employee Benefits Departmen
LN	Description / Account	Qty	Unit Price	Net Price	
001	FY27 CPIC Med and Rx Actuary Blanket 26-27	24000.00 EACH	1.00000	24000.00	

Ship To  
 OK COUNTY BENEFITS/RETIREMENT  
 320 ROBERT S KERR  
 ROOM 203  
 OKLAHOMA CITY, OK 73102

Deliver To  
 OK COUNTY BENEFITS/RETIREMENT  
 320 ROBERT S KERR  
 ROOM 203  
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total 24000.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
 Account

Amount Remaining Budget

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature