

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services is entered into this ____ day of _____, 2025, by and between Oklahoma County, State of Oklahoma, acting by and through the Board of County Commissioners of Oklahoma County, (the "County") and the law firm of Pierce Couch Hendrickson Baysinger & Green, L.L.P. (the "Firm") for the provision of legal services as described herein. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree to the following:

1. Scope of Engagement. The Board of County Commissioners has been sued in the following described litigation: *Billy Joe Altstatt, as brother and Guardian of Johnny Altstatt, an incapacitated person, v. Board of County Commissioners of Oklahoma County, et al.*, Case No. CIV-22-811-D, United States District Court for the Western District of Oklahoma (hereinafter the "Lawsuit"). The Firm will provide legal representation for the following named Defendants: Tommie Johnson III, in his individual and official capacities; Board of County Commissioners for Oklahoma county, Kevin Calvey in his individual capacity, Carrie Blumert in her individual capacity, and Brian Maughan in his individual capacity ("Represented Defendants").

2. Representations and Warranties. The Firm represents and warrants that all attorneys working on the Lawsuit are licensed to practice in Oklahoma and have been admitted to the United States District Court for the Western District of Oklahoma. Further, all attorneys working on the Lawsuit are covered by at least Seven Million Dollars (\$7,000,000.00) in malpractice insurance.

3. Personnel. Partners Robert S. Lafferrandre, Randall J. Wood and Jeffrey Hendrickson will be primarily responsible for representing the Represented Defendant in the Lawsuit. It is understood that the Firm may assign other employees/associates of the Firm to appear or assist in the representation of the Represented Defendant. It is further understood that it may be necessary for the Firm to retain the services of professionals, or expert witnesses, on behalf of the Represented Defendant. The Firm will obtain the consent of the County before retaining such expert professionals, and obtain an advance approval of the cost to retain expert witnesses. Member and associate attorneys, legal interns, legal assistants and law clerks employed by or under contract with the Firm will be utilized as needed under Partner supervision.

4. Conflicts of Interest. The Firm represents that it is not aware of any pending matters involving conflicts of interest between the Represented Defendant and the Firm. The Firm does not anticipate accepting future representation adverse to the Represented Defendant's interests. However, the parties understand that unforeseen conflicts may arise. The Firm will discuss potential conflicts of interest as they arise.

Incorporated into this Paragraph is the discussion of the Firm's declination of representation of Defendant Hedderman.

5. Fees; Expenses.

The Firm shall charge for legal services at the following rates:

Partners Robert S. Lafferrandre, Randall J. Wood and

Jeffrey C. Hendrickson:

\$230 per hour

Associates of the Firm:

\$200 per hour

Computations for billing herein are based upon the nearest one-tenth (1/10) of an hour with a minimum billing of one-tenth of an hour, or six minutes, for services less than six minutes duration.

Any charges incurred by the Firm for costs charged by third parties, including, but not limited to, charges for expert or other witness fees, demonstrative exhibits, deposition costs, transcripts, Internet research, copies, postage, exhibits, photographs, graphics, computer presentations or other items shall be advanced by the Firm, and charged to the County at the same cost charged to the Firm; that is, the Firm will not mark up the costs. The Firm will provide photocopies of all invoices from third parties when the Firm submits statements to the County.

6. Billing Procedures. The Firm will submit statements of account to the County on a monthly basis. Each statement will contain a disclosure of the time expended by each person on a daily basis, a brief description of the services rendered, a description of expenses advanced, together with true and complete photocopies of invoices from third parties.

7. Condition of the County's Payment. The Firm estimates the projected fees and expenses with regard to this Lawsuit for the Fiscal Year ending June 30, 2026, shall not exceed \$100,000 the Contracted Amount. The Firm has asked the Board to encumber the amount of **One Hundred Thousand and No/100 Dollars (\$100,000.00)**, against which the Firm will file claims for any fees, costs or expenses as they become due and payable. This is an estimate of the expected charges on this case up until the end of the current Fiscal Year. Any projection provided will constitute a good faith estimate to assist the County in projecting future costs and, unless otherwise specifically agreed, the projection will not constitute a guaranteed fee for the matter. If, at any time, the Firm determines that the Firm's work or expenses to be advanced could exceed the contracted amount above, the Firm agrees to immediately advise each member of the Board in writing in order to allow the parties to amend the Agreement to reflect the revised not to exceed amount for the Fiscal Year ending June 30, 2026. **THE FIRM ACKNOWLEDGES THAT THE BOARD CANNOT, BY LAW, PAY THE FIRM ANY AMOUNT IN EXCESS OF THE AMOUNT OF THE**

CONTRACT APPROVED BY THE BOARD. FURTHER, IF THE FIRM PERFORMS WORK OR ADVANCES EXPENSES THAT CAUSE THE ENCUMBERED AMOUNT TO BE EXCEEDED, SUCH EXCESS CANNOT AND WILL NOT BE PAID BY THE BOARD, BUT WILL REMAIN THE RESPONSIBILITY AND LIABILITY OF THE FIRM.

8. Termination. In the event the Firm's representation of the Represented Defendant is terminated at any time and for any reason, the Firm agrees to cooperate in all ways reasonably requested by the County and the Represented Defendant in the transfer of pending matters to successor legal counsel. All files generated by the Firm are the property of the Firm; however, on payment of the Firm's out-of-pocket expenses, copies of Firm files will be made available to the Represented Defendant. The County understands **that the practice of law is not an exact science and that the Firm cannot guarantee the outcome of this or any litigation.**

9. Entire Agreement. This Contract contains the entire agreement between the County and the Firm, and is binding on all parties. Any deletions, additions or changes must be evidenced by a written agreement expressly modifying this document and signed by the County and the Firm.

SIGNATURES APPEAR ON NEXT PAGE

PIERCE COUCH HENDRICKSON
BAYSINGER & GREEN, L.L.P.

By: Randall J. Wood
Randall J. Wood, Partner

BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

By: _____
Chairman

By: _____
Member

By: _____
Member

ATTEST:

County Clerk

Approved as to form and legality this 17 day of June, 2025.

Karen E. Egan
Assistant District Attorney

<p>Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102</p>	<p>Requisition 12600473-00 FY 2026</p> <p>Acct No: UNDEFINED ACCOUNT.</p> <p>Review: Buyer: 6065cmjesc1a</p> <p>Status: Created</p>
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<p>Vendor PIERCE COUCH HENDRICKSON BAYSINGER & 1109 NORTH FRANCIS AVE</p> <p>OKLAHOMA CITY, OK 73106</p> <p>Tel#405-235-1611 Fax 405-235-2904</p>	<p>Ship To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102</p>
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Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	001403				General Government

LN	Description / Account	Qty	Unit Price	Net Price
001	Contract for legal services with Pierce Couch Hendrickson Baysinger & Green, L.L.P. to provide legal representation Billy Joe Altstatt, as brother and Guardian of Johnny Altstatt, an incapacitated person, v. Board of County Commissioners of Oklahoma County, et al., Case No. CIV-22-811-D, United States District Court for the Western District of Oklahoma This contract shall commence on July 1, 2025, and terminate on June 30, 2026. The amount of the contract shall not exceed \$100,000.	100000.00 EACH	1.00000	100000.00

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

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 OKLAHOMA CITY, OK 73102

Requisition Link

Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12600473-00 FY 2026 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065cmjesc1a Status: Created
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 ROOM 101
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	001403				General Government

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				100000.00

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

Amount Remaining Budget

County Request No. _____

434

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: 6/16/2025 Department: County Manager

State the nature of the legal request: Request for legal services - Review as to legality and form - FY26 Alstatt vs BOCC - Pierce Couch Hendrickson Baysinger & Green, L.L.P.

RECEIVED

JUN 16 2025

CIVIL DIVISION
DISTRICT ATTORNEY

Jessica Clayton
Signature

Reply of District Attorney's Office: _____

Revised

Date of Reply: 6/17/25

Jay E. H.
Assistant District Attorney