

Authority Request No. 271

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

CPIC
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

Jose G. Lopez
Assistant District Attorney



CREATIVE PLANNING INSTITUTIONAL CONSULTING, LLC
SERVICE AGREEMENT ("AGREEMENT")
Oklahoma County Retirement System

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 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 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:

- 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 CPIC

The fees for the **Contract Term** outlined above will be **\$12,400**.

Timetable

All work will be completed and delivered to the Client on the later of September 1, 2026, or a week after receiving the draft or final audited financial statement for the plan assets if later and assuming receipt of complete census data and preliminary plan assets as of July 20, 2026 for the fiscal 2027 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 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.



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 CPIC 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 CPIC 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: _____

Date: _____

Creative Planning Institutional Consulting, LLC

By: _____

Print Name: _____

Date: _____

Rodriguez, Albert

To Wilkerson, Jon; **County Clerk - Finance**



 You replied to this message on 5/14/2026 1:20 PM.

Jon,

Check #1494 Johnston & Ahlswede, P.C. for \$6,000

Check #1495 Creative Planning Institutional Consulting \$12,400

Let me know when these have been approved and I will print out the checks.

Thank you,



Albert Rodriguez
Finance Department
Office of Maressa Treat, Oklahoma County Clerk
Cell: (405) 713-7151