

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services is entered into this 12th day of June, 2024, 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 Collins, Zorn & Wagner, P.L.L.C. (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 for Oklahoma County, Oklahoma, Steven Brewer, and other Defendants have sued in the following described litigation: *Dakota Simco-Horvath, Plaintiff v. Steven Blake Brewer, in his individual capacity, Board of County Commissioners for Oklahoma County, Tommie Johnson III, in his official capacity, and Paul D. Taylor, in his individual capacity*, Case No. CIV-21-514-G United States District Court for the Western District of Oklahoma (hereinafter the "Lawsuit"). The Firm will provide legal representation for the following named Defendant: Steven Blake Brewer, in his individual capacity (the Represented Defendant).

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 Five Million Dollars (\$5,000,000.00) in malpractice insurance.

3. **Personnel.** Chris J. Collins and Jordan L. Miller 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 Mr. Collins' and/or Mr. Miller's 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.

5. Fees; Expenses.

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

Partners:	\$235 per hours
Associates:	\$185.00 per hour
Paralegals:	\$95.00

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

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, 2025, shall not exceed \$85,000.00. The Firm has asked the Board to encumber the amount of \$85,000.00, 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 estimate, the Firm agrees to immediately advise each member of the Board in writing to allow the Board to encumber additional public funds. **THE FIRM ACKNOWLEDGES THAT THE BOARD CANNOT, BY LAW, PAY THE FIRM ANY AMOUNT IN EXCESS OF THE AMOUNT ENCUMBERED 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.

COLLINS, ZORN & WAGNER, P.L.L.C.



Chris J. Collins, President

BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

By: _____
Chairman

By: _____
Member

By: _____
Member

County Request No. 368

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: 05/20/2024 Department: District 2

State the nature of the legal request: _____

Please review as to form and legality - Professional Service Agreement with Collins Zorn and Wagner, PLLC - Simco - Horvath FY25

Requested by Jessica Clayton, Chief Deputy District 2

RECEIVED

MAY 30 2024

**CIVIL DIVISION
DISTRICT ATTORNEY**

County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 6/5/24 _____

Debra Ely
Assistant District Attorney

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

Requisition 12500169-00 FY 2025

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

Page 1

Vendor
 COLLINS ZORN & WAGNER PLLC
 429 NE 50TH STREET
 SECOND FLOOR

 OKLAHOMA CITY, OK 73105-1815

 Tel#405-524-2070

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

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
05/20/24	003764				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 Simco-Horvath vs BoCC CIV-21-514-G	85000.00 EACH	1.00000	85000.00

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

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

[Requisition Link](#)

Requisition Total 85000.00

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

Amount Remaining Budget