

## CONSULTING SERVICES AGREEMENT

This Agreement entered into by and between the Oklahoma County Criminal Justice Authority, a public trust, hereinafter called "OCCJA," and Collins Zorn & Wagner hereinafter called "Law Firm," constitutes the entire Agreement between the OCCJA and Law Firm.

### ARTICLE I QUALIFICATIONS

Law Firm is a private entity and not an agent of the OCCJA or any other division or department of Oklahoma County.

Law Firm agrees to represent Michael Thomas Hughes in *Cooper v BOCC, OCCJA & Hughes*, USDC, WD Okla. No. CIV-2022-1027. Law Firm's representation of Hughes will NOT be under the control of OCCJA or any Oklahoma County office. Invoices will be submitted to the OCCJA with sufficient detail that is not privileged in the Law Firm's unilateral determination when any applicable insurance under which the Law Firm was originally hired is exhausted.

### ARTICLE II AGREEMENT PERIOD

This Agreement shall become effective 1st day of July 2023 and shall terminate at the close of the 30th day of June 2024.

### ARTICLE III NO PERSONAL BENEFIT TO OFFICIALS AND EMPLOYEES

No official or employee of the OCCJA or any employee of the Oklahoma County Government shall receive any share or part of the fees paid under the Agreement, or any benefit that may arise therefrom, and no employee of the OCCJA or officer, official or employee of Oklahoma County shall serve as an employee of the Law Firm's organization.

### ARTICLE IV ALLOWABLE COST AND PAYMENT

Law Firm will provide the legal services described above for the defendant listed above. OCCJA agrees to pay Law Firm \$235.00 per hour for the services of a partner, \$185 per hour for the services of an associate, and \$95 per hour for the services of paralegals. All other expenses will be billed to OCCJA at actual cost. Total reimbursement pursuant to this contract cannot exceed Fifty Thousand Dollars (\$50,000.00).

Payment for services rendered will be made only upon receipt of documented billing claims. These billing claims shall be submitted each month and no later than June 30, 2024 in the format and in accordance with procedures prescribed by OCCJA from time to time.

In the event billing claims are subsequently disallowed by the OCCJA pursuant to the Agreement, the Law Firm shall repay the OCCJA on demand, the amount of any such disallowed claim(s) or at the discretion of OCCJA may deduct such amounts from subsequent payments to be made to the Law Firm hereunder without prejudice however to OCCJA's right thereafter to establish the appropriateness of any billing under this

Agreement.

#### **ARTICLE VII EQUAL OPPORTUNITY AND DISCRIMINATION**

OCCJA and the Law Firm agree they are equal opportunity employers and in compliance with Federal regulations, at Title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and execute orders there under and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin or handicap.

#### **ARTICLE VIII LIABILITY**

Law Firm shall perform work under this Agreement as an independent contractor and agrees that OCCJA is to be free from all liabilities and damages resulting from performance hereunder. It is further agreed that Law Firm will indemnify and hold harmless OCCJA against all claims and causes of action of any kind and character, which may arise as a result of Law Firm's performance under this contract.

Law Firm agrees not to hold OCCJA liable for any personal loss of property or personal injury or death, which may result from rendering of any services by Law Firm pursuant to this Agreement.

#### **ARTICLE IX COMPLIANCE WITH LAW**

Law Firm agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance shall be the responsibility of Law Firm without reliance on, or superintendent of, or direction by OCCJA.

Law Firm understands they are responsible for payment of wages and benefits required by federal law (i.e., FICA) to any persons employed by Law Firm to fulfill obligations of this contract.

#### **ARTICLE XII OWNERSHIP INFORMATION**

Law Firm affirms that no person who has ownership or controls interest in, or is an agent or managing employee, has been convicted of a criminal offense involving moral turpitude.

#### **ARTICLE XIII CANCELLATION TERMINATION**

Either party may terminate this Agreement at any time for any reason.

#### **ARTICLE XIV MODIFICATION**

Law Firm is not authorized to change any provision of this Agreement. All changes shall be

consummated by formal written amendment agreed and executed by both OCCJA and Law Firm.

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, and Article 10 Section 26 of the Oklahoma Constitution.

For the faithful performance of the terms of this Agreement the parties hereto in their capacities as stated affix their signatures.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Law Firm

Oklahoma County Criminal Justice Authority

\_\_\_\_\_

\_\_\_\_\_  
Chairman