

#873

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA. COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 11/16/2021

COUNTY DEPARTMENT MAKING REQUEST: Benefits and Retirement

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Please review the attached Engagement Letter from Hartzog, Conger and Cason as to form and legality.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Jon Wilkerson
Jon Wilkerson
Benefits and Retirement

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DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: Revised

11-18-21

DAVID PRATER
DISTRICT ATTORNEY

By: _____



November 16, 2021

Oklahoma County
Board of County Commissioners
320 Robert S. Kerr Ave. Room 203
Oklahoma City, Oklahoma 73102

Re: Engagement to Assist the Oklahoma County
Defined Contribution Retirement System
(the "Defined Contribution Plan")

Dear Madam and Sir:

Please accept this letter as our proposal to the Oklahoma County Board of County Commissioners (the "Board") for the purpose of providing legal services as described below.

Scope of Services

We understand that the services (the "Engagement") we will provide will consist of assistance and advice in connection with the (i) proposed Master Services Agreement (the "Defined Contribution Services Agreement") between the Board and BOKF, NA for Retirement Investment and Administrative Services in connection with the Defined Contribution Plan identified as solicitation P21120-19 (the "RFP") and (ii) a proposed agreement with BOKF, NA to provide services with respect to the Oklahoma County Code Section 457 Plan (the "457 Plan Services Agreement"). We anticipate that our services in connection with the engagement will involve at a minimum:

1. Review of drafts of the Defined Contribution Services Agreement to determine consistency with BOKF's proposal to provide services in response to the RFP and reasonableness of provisions of the proposed Defined Contribution Services Agreement and the proposed 457 Plan Services Agreement.
2. Collaborate with Oklahoma County officials and the Oklahoma County Retirement Board to evaluate and negotiate the terms of the Defined Contribution Services Agreement and the 457 Plan Services Agreement.

While this engagement letter is intended to deal with the specific services described above, the terms and conditions of this engagement letter will also apply to any additional services that we may agree to provide that are outside the initial scope of our representation.

Staffing

Although I will be the attorney primarily responsible for the representation, it may be appropriate to engage the assistance of others in our firm from time to time. When questions or

comments arise about our services, staffing, billings, or other aspects of our representation, please contact me.

Responsibilities

In reliance upon information and guidance provided by you, we will provide legal counsel and assistance to you in accordance with this engagement letter, we will keep you reasonably informed of progress and developments, and we will respond to your inquiries.

Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning your matters or various courses of action and the results that might be anticipated. Any such statement made by any employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

Fees, Disbursements, and Other Charges

Our fees will be based on the amount of time spent by attorneys and legal assistants on your matters. The time for which you will be charged will include, telephone and office conferences with County Personnel. Our fees will be based on the following fee schedule:

	<u>Hourly Rate</u>
James Prince (Lawyer)	\$395
(Legal Assistant)	\$120

Our total fees for this Engagement will not exceed \$7,500 without further written agreement.

Fees, disbursements and other charges are generally payable upon presentation of our invoices.

Term

The term of our Engagement will end on June 30, 2022.

General Provisions

Attached to this engagement letter, is a statement entitled General Provisions setting forth additional terms and conditions, which are incorporated into this engagement letter and apply to our representation to the extent not expressly inconsistent with this engagement letter.

Effective Date: Entire Agreement

The effective date of this engagement letter is the date first written above and this engagement letter constitutes the entire agreement between you and us regarding the matters described in this engagement letter. If twelve months have expired and we have not been asked to perform any additional services, we will then consider our attorney/client relationship with you terminated; however, we will continue to hold all non-public information provided by, and related to, you as privileged.

Contact Information

If this engagement letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing the enclosed copy in the space provided below and return it to me.

We are pleased to have this opportunity to be of further service and to work with you.

Very truly yours,
Hartzog Conger Cason

By James C. Prince

Acceptance

The terms and conditions set forth in this engagement letter are acceptable to the Oklahoma County Commissioners.

Attest: _____

"THIS CONTRACT IS NULL AND VOID UNLESS THE AMOUNT OF THE CONTRACT
HAS BEEN ENCUMBERED BY THE OKLAHOMA COUNTY CLERK,
PURCHASE ORDER NUMBER: _____
HAS BEEN ISSUED BY OKLAHOMA COUNTY"

General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Hartzog Conger Cason and our clients:

1. Although we may from time to time for a client's convenience furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.
2. Fees, disbursements, and other charges will be billed monthly and are payable upon presentation.
3. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.
4. We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.

Bill To OKLAHOMA COUNTY - HR & SAFETY 320 ROBERT S. KERR SUITE 222 OKLAHOMA CITY, OK 73102	Requisition 12203597-00 FY 2022 Acct No: 1001-10-110-000-000-000-54455 - Review: Buyer: 6065hrjesbro Status: Released	Page 1
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Vendor HARTZOG CONGER CASON LLP 201 ROBERT S KERR AVE STE 1600 OKLAHOMA CITY, OK 73102-4216	Ship To OKLAHOMA COUNTY - HR & SAFETY 320 ROBERT S. KERR SUITE 222 OKLAHOMA CITY, OK 73102
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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
11/29/21	004049				General Government

LN	Description / Account	Qty	Unit Price	Net Price
001	Consulting services related to retirement plan RFP	7500.00 EACH	1.00000	7500.00
1	1001-10-110-000-000-000-54455 -			7500.00

Ship To
 OKLAHOMA COUNTY - HR & SAFETY
 320 ROBERT S. KERR
 SUITE 222
 OKLAHOMA CITY, OK 73102

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

Requisition Link	Requisition Total	7500.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1001-10-110-000-000-000-54455 -	7500.00	8089420.19
General Government	Professional Services-Other	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	11/29/21	Becky Ellis	
Queued	11/29/21	Deborah McDonald	

Bill To OKLAHOMA COUNTY - HR & SAFETY 320 ROBERT S. KERR SUITE 222 OKLAHOMA CITY, OK 73102	Requisition 12203597-00 FY 2022 Acct No: 1001-10-110-000-000-54455 - Review: Buyer: 6065hrjesbro Status: Released
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Vendor
 HARTZOG CONGER CASON LLP
 201 ROBERT S KERR AVE STE 1600

 OKLAHOMA CITY, OK 73102-4216

Ship To
 OKLAHOMA COUNTY - HR & SAFETY
 320 ROBERT S. KERR
 SUITE 222
 OKLAHOMA CITY, OK 73102

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/29/21	004049				General Government

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 11/29/21 Kelly Henley			
	Queued 11/29/21 Maaike Potter			
	Queued 11/29/21 Sheena McGrady			
	Queued 11/29/21 Danny Lambert			
	Queued 11/29/21 Dorinda Berry			
	Queued 11/29/21 Charlotte Swindle			
	Pending Chantel Boso			
	Pending Shanika Babcock			
	Pending Ashley McMichael			
	Pending Lauren Adkison			
	Pending Long Tran			