

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services is entered into this ____ day of June, 2022, 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 County has been sued in the following case: *Dakota Simco-Horvath v. (1) Steven Blake Brewer, in his individual capacity, (2) Board of County Commissioners for Oklahoma County, (3) Board of Trustees for the Oklahoma County Criminal Justice Authority, (4) Tommie Johnson, III, in his official capacity, (5) Paul D. Taylor, in his official and individual capacities* 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 Defendants: Board of County Commissioners for Oklahoma County, Tommie Johnson, III, in his official capacity, Paul D. Taylor, in his official and individual capacities ("Represented Defendant"). It is the Firm's position that its representation of the other Defendants creates a conflict of interest with regard to the requested defense of Defendant Steven Blake Brewer and as such serves as the Firm's basis for declining representation of Defendant Brewer.

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. Robert S. Lafferrandre and Randall J. Wood 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. Lafferrandre's and/or Mr. Wood'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. 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 and Randall J. Wood:	\$225 per hour
Associates of the Firm:	\$195 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

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, 2023, shall not exceed \$70,000, the Contracted Amount. The Firm has asked the Board to encumber the amount of **Seventy Thousand and No/100 Dollars (\$70,000.00)**, 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, 2023. **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 _____ day of June, 2022.

[Signature]
Assistant District Attorney

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

Requisition 12300356-00 FY 2023

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

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Vendor
 PIERCE COUCH HENDRICKSON BAYSINGER & GRO
 1109 NORTH FRANCIS AVE
 OKLAHOMA CITY, OK 73106

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

Tel#405-235-1611
 Fax 405-235-2904

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
06/15/22	1001403				General Government
LN Description / Account		Qty	Unit Price	Net Price	
001 Horvath vs BoCC CIV-21-514-F		70000.00 EACH	1.00000	70000.00	

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

70000.00

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

Amount Remaining Budget

440

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: 6/16/2022

COUNTY DEPARTMENT MAKING REQUEST: District #2

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

FORM & 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).

[Signature]
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Reviewed 6/17/22

**DAVID W. PRATER
DISTRICT ATTORNEY**

By: [Signature]