

## 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 Oklahoma County Sheriff, in his official and individual capacity, has been sued in the following lawsuit: *Jackie Ray Shaw, Jr., v. Steven Brewer, Deputy Sheriff, Detention Officer, in his official and individual capacities, Oklahoma County Jail; Oklahoma County Sheriff P.D. Taylor in his official and individual capacities*, Case No. CIV-21-1181-4, United States District Court for the Western District of Oklahoma (hereinafter the "Lawsuit"). The Firm will provide legal representation for the following named Defendants: The Sheriff of Oklahoma County, in his Official and Individual Capacity. ("Represented Defendant"). Specifically, the Firm will assist the Sheriff's Office in the preparation of an Investigation Report regarding the allegations of Mr. Shaw, as requested by the Court.
- 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 Defendants 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 Defendants. 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 Defendants. 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 Defendants and the Firm. The Firm does not anticipate accepting future representation adverse to the Represented Defendants' 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 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 \$5,000. The Firm has asked the Board to encumber the amount of **Five Thousand and No/100 Dollars (\$5,000.00)**, 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**

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.

\_\_\_\_\_  
Assistant District Attorney

<b>Bill To</b> OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	<b>Requisition 12300891-00 FY 2023</b>  Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065bbkeltho Status: Created
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<b>Vendor</b> PIERCE COUCH HENDRICKSON BAYSINGER & 1109 NORTH FRANCIS AVE  OKLAHOMA CITY, OK 73106  Tel#405-235-1611 Fax 405-235-2904	<b>Ship To</b> OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 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
06/30/22	001403				General Government

  

LN Description / Account	Qty	Unit Price	Net Price
001 Shaw vs SOCO CIV-21-1181-4	5000.00 EACH	1.00000	5000.00

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	5000.00
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\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount Remaining Budget
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