

CONSULTANT AGREEMENT

1. PARTIES: This agreement is made between Brian Maughan, Kevin Calvey and Carrie Blumert, as the Board of County Commissioners of Oklahoma County, (Client”) and Kevin R. Nelson on behalf of the Nelson Law Firm, PLLC, ("Consultant”).

2. SERVICES TO BE PROVIDED. The services to be provided by Consultant to Client are as follows:

Research and advice regarding matters as agreed to between the parties related to the performance of the official duties of the Office of the County Clerk.

3. RESPONSIBILITIES OF CONSULTANT AND CLIENT. Consultant will perform the services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Consultant; keep Consultant reasonably informed of developments; and timely make any payments required by this agreement. Consultant will provide his own work location and equipment. However, Client may require Consultant to perform the Services at Client’s locations or facilities.

4. COMPENSATION. Client will pay Consultant for the services provided under this agreement as follows:

Monthly Retainer. In consideration for the services to be performed by Consultant, Client agrees to pay Consultant the sum of \$3,000.00 per month plus costs, not to exceed \$30,500.00 during the term of this agreement. Payments will be due on the 1st day of each month following receipt of billing. It is understood that this agreement is based upon an estimate of the average hours for services under this agreement, 20 hours per month. If, while this agreement is in effect, the number of hours is anticipated to exceed this amount, the parties agree to negotiate changes to the rates or time committed to the Client in good faith.

The Consultant hereby acknowledges that the payments set forth represent compensation for services as an independent contractor and that Consultant will be solely responsible for payment of all income taxes, employment taxes and social security taxes.

5. COSTS. Client will pay all costs in connection with Consultant's services to Client under this agreement. Costs will be advanced by Consultant and then billed to Client. Costs include, but are not limited to, authorized travel outside the Oklahoma City Metro area at a rate commensurate with the Oklahoma Travel Reimbursement Act, messenger service fees, postage, copying and binding, and any fees not anticipated that are related to the services provided under this agreement. In no event will expenses exceed \$500.00 during the term of this Agreement.

6. GENERAL PROVISIONS. This agreement sets forth the entire understanding of the parties. Any amendments must be in writing and signed by both parties and approved as required by law prior to their effect. Neither this Agreement nor any of the rights or obligations hereunder can be assigned or delegated whether voluntarily, by operation of law or otherwise. This agreement shall be construed under the laws of the State of Oklahoma. If any provision of this agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this agreement shall remain in full force and effect and construed so as to best

effectuate the original intent and purpose of this agreement.

7. TERM AND TERMINATION. This Contract shall commence on September 6, 2022 and shall terminate on June 30, 2023. The Contract is renewable for an additional year upon written agreement of both parties. Unless terminated earlier, this contract will automatically terminate at the end of the current fiscal year (June 30, 2023) pursuant to Article 10, Section 26 of the Oklahoma Constitution. It is agreed that either party may terminate this contract at any time before June 30, 2023 for any reason after giving a 30-day written notice of termination. It is further agreed the Client may terminate this Contract immediately if the Consultant fails to provide services in accordance with this contract or materially breaches the provisions of the Contract.

The foregoing is agreed to by:

**BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY**

By: Brian Maughan

9-6-2022
Date Executed

By: Kevin Calvey

9-6-2022
Date Executed

By: Carrie Blumert

9-6-2022
Date Executed

By: Kevin R. Nelson on behalf of
Nelson Law Firm
2941 NW 156th St.
Edmond, OK 73013

Date Executed

#591

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.

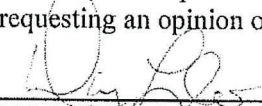
IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 08/24/22

COUNTY DEPARTMENT MAKING REQUEST:

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Approval as to form and legality the contract between the Board of Oklahoma County Commissioners on behalf of the Oklahoma County Clerk and Nelson Law Firm, PLLC to provide research and advice regarding matters related to the performance of the Oklahoma County Clerk. Funds in the amount of \$30,000 will be encumbered upon receipt of W-9 from vendor and prior to BOCC submission.

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).



COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

must provide maximum amt of contract over which billing cannot exceed & encumber these amts

**DAVID W. PRATER
DISTRICT ATTORNEY**

By: 

RECEIVED

AUG 24 2022

**CIVIL DIVISION
DISTRICT ATTORNEY**

Bill To OKLAHOMA COUNTY CLERK 320 ROBERT S. KERR SUITE 203 OKLAHOMA CITY, OK 73102	Requisition 12301846-00 FY 2023 Acct No: 1150-10-170-000-000-000-51001 - Review: Buyer: 6065ccambhar Status: Released
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 Vendor
 NELSON LAW FIRM PLLC
 2941 NW 156TH ST

EDMOND, OK 73013

 Ship To
 OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

 Deliver To
 OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	004376				County Clerk

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

BOCC 9/6/22 001 BLANKET- PROFESSIONAL SERVICE- CONSULTING	30500.00 EACH	1.00000	30500.00
1 1150-10-170-000-000-000-51001 -			30500.00

 Ship To
 OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

 Deliver To
 OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total	30500.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1150-10-170-000-000-000-51001 -	30500.00	100606.41

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

Activity	Date	Clerk	Comment
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Deliver To
 OKLAHOMA COUNTY CLERK
 320 ROBERT S. KERR
 SUITE 203
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/30/22	004376				County Clerk

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/30/22 Deborah McDonald	Auto	approved by: 6065ccshemcg	
Approved	08/30/22 Maaiké Potter	Auto	approved by: 6065ccshemcg	
Approved	08/30/22 Maria Pinley	Auto	approved by: 6065ccshemcg	
Approved	08/30/22 Sheena McGrady			
Approved	08/30/22 Danny Lambert	Auto	approved by: 6065ccshemcg	
Approved	08/30/22 Charlotte Swindle	Auto	approved by: 6065ccshemcg	
Queued	08/30/22 Chantel Boso	Auto	approved by: 6065ccshemcg	
Queued	08/30/22 Shanika Babcock	Auto	approved by: 6065ccshemcg	
Queued	08/30/22 Ashley McMichael	Auto	approved by: 6065ccshemcg	
Queued	08/30/22 Lauren Adkison	Auto	approved by: 6065ccshemcg	
Queued	08/30/22 Long Tran	Auto	approved by: 6065ccshemcg	

Authorized By: _____ Date: _____
Signature