

### **THIRD AMENDED ATTORNEY ENGAGEMENT AGREEMENT**

This Attorney Engagement Agreement (Agreement) is made and entered into by and between the City of Broken Arrow, a municipal corporation (City), and Tammy K. Ewing, 751 W. 150<sup>th</sup> Street, Glenpool, Oklahoma 74033 ("Outside Counsel").

Whereas, on May 31, 2018, Outside Counsel and the City of Broken Arrow entered into an Attorney Engagement Agreement to prosecute municipal court cases as identified in the agreement; and

Whereas, on September 9, 2018, the parties amended the agreement to extend the contract term and services to be provided by Outside Counsel; and

Whereas, Outside Counsel and the City of Broken Arrow desire to modify a term as set forth in the Agreement; and

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the Agreement, and other good and valuable consideration, the sufficiency of which the parties hereto hereby acknowledge, do covenant and agree to the following:

#### **ARTICLE A Amendment to the Amended Agreement**

A.1 Amendment to Section IV of the Amended Agreement: Section IV. Fees and Expenses, is hereby amended to read in its entirety as follows:

#### **IV. FEES AND EXPENSES**

City agrees to pay Outside Counsel an hourly fee of \$125.00. The maximum fees and costs and expenses shall not exceed \$50,000.00.

The parties recognize that the City is a political subdivision of the State of Oklahoma and cannot make payments for services rendered unless funds have been encumbered for such services. City shall not be responsible for any fees or expenses related to this matter until this Agreement is duly executed by the City Manager.

The City agrees to only pay for Outside Counsel's time spent providing legal services to City. The following types of expenditures will not be paid by City:

- Travel time;
- Administrative overhead, including time spent docketing or calendaring dockets, reviewing or processing this Agreement or invoices for services rendered under this Agreement, or any clerical or secretarial work; and
- Refreshments or meals.

A.2. Amendment to Section XIII of the Amended Agreement: Section XIII. Term, is hereby amended to read in its entirety as follows:

**XIII. TERM**

This Agreement shall commence on June 6, 2018 and shall remain in full force and effect through November 30, 2018, unless the term of this Agreement is extended by agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of THIS 16<sup>th</sup> day of October, 2018.

By:  CITY OF BROKEN ARROW, a municipal corporation  
Tammy K. Ewing

By: \_\_\_\_\_  
Craig Thurmond, Mayor

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED:   
Acting Deputy City Attorney

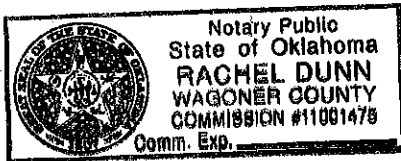
# AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF Tulsa     )

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Broken Arrow will be true and correct. Affiant further states that the work, services or materials furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Broken Arrow or of any public trust where the City of Broken Arrow is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws relating to equal employment opportunity.

By: Tammy K. Ewing  
Tammy K. Ewing

Subscribed and sworn to before me this 5<sup>th</sup> day of October, 2018.



Rachel Dunn  
Notary Public

My commission expires: 2-22-2019

My commission number: \_\_\_\_\_

**THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT**