



Wyrick Robbins Yates & Ponton LLP
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LYNN C. PERCIVAL
lpercival@wyrick.com

January 23, 2020

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

VIA ELECTRONIC MAIL

City of Broken Arrow
c/o Mr. Daniel Littlefield
DLittlefield@brokenarrowok.gov

Re: Engagement Letter

Dear Mr. Littlefield:

We are pleased that you have decided to retain our firm to represent the City of Broken Arrow (the "Client"). We welcome this opportunity to be of service and look forward to working with you on this engagement.

Enclosed as a part of this letter are our Terms of Engagement for Legal Services. This supplement includes additional information regarding our legal services, our relations with our clients, our billing and payment arrangements, and other matters. These Terms of Engagement are incorporated into this letter and will apply to all matters on which we may agree to represent the Client, unless we expressly agree otherwise in writing.

Please review this letter and the Terms of Engagement for Legal Services carefully. If either this letter or the Terms of Engagement for Legal Services is not consistent with your understanding of our engagement in any respect, or if you have any questions regarding the nature and terms of our engagement, please contact me promptly so that we can address your concerns at the outset.

1. **The Scope of Our Engagement**

In this engagement, we will provide legal advice and guidance to the Client with respect to privacy and data security.

At this time, we do not anticipate that this representation will involve litigation related to any matters, and any representation of the Client in litigation will need to be separately agreed between us.

2. **Communications**

Good communications between us are essential. Please inform us immediately of any developments that might affect the handling of the matters for which we have been engaged to provide our legal services. We will do likewise. If you ever have any questions or concerns about the handling of your work, please contact me at once.

3. **Staffing and Charges**

I will have primary responsibility for this engagement and will make use of other attorneys and paralegals in the firm, as necessary, in the exercise of my professional judgment. For instance, in some matters it may be more cost effective to involve an attorney with particular expertise, whose billing rate may be higher but who can address an issue quickly and efficiently; for other less specialized tasks, it may be more cost effective to involve an associate attorney or paralegal whose billing rate will generally be lower than a partner of the firm. My current billing rate is \$410 per hour and the hourly rates for our team range from \$230 to \$490. Our billing statements are ordinarily sent on a monthly basis by email, but you may indicate below if you prefer to receive the statements via U.S. Mail. The fees for this matter will not exceed \$25,000.

Additional information with regard to the ranges of fees charged by our firm, as well as our policy regarding costs, expenses and disbursements can be found in Sections 2 and 3 of the attached Terms of Engagement for Legal Services.

4. **Retainer**

Because of the anticipated scope of this engagement, we will not expect the payment of an advance retainer at this time. During the course of the engagement, the Client will be billed on a monthly basis in accordance with Sections 2 through 5 of the attached Terms of Engagement for Legal Services. Should the scope of our representation expand over time (for example, should we agree to represent the Client in additional matters) we reserve the right to request payment of a retainer based upon the expected work to be done at that time. In the event we ask for a retainer, we will continue to issue statements of account and expect payment monthly. The retainer would be held and applied to our final statement (with any unused amount being

Mr. Daniel Littlefield
January 23, 2020
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returned to the Client), unless in our discretion we determine to apply it sooner against one or more outstanding statements.

If the engagement terms described in this letter are acceptable, please indicate your agreement by having this letter signed by an authorized officer and returning a copy to us. Facsimile and pdf signatures are as effective as original signatures, and separately signed counterparts will be construed together and constitute one, fully-executed document. For your convenience you may scan a signed copy of this letter and e-mail it to me at lpercival@wyrick.com. If you have any questions about anything discussed in this letter, please contact me.

On a personal note, we are very pleased that you have selected our firm to represent the Client. We look forward to serving you and we will use our best efforts on your behalf.

With best regards, I am

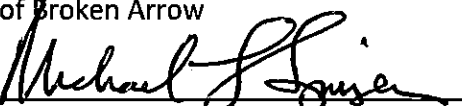
Very truly yours,

WYRICK ROBBINS YATES & PONTON LLP

By: 
Lynn C. Percival, Partner


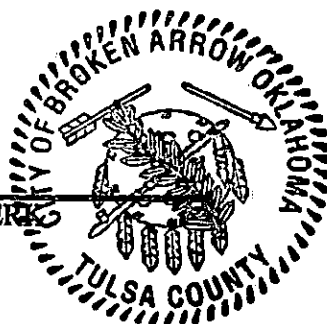
Accepted and Agreed:

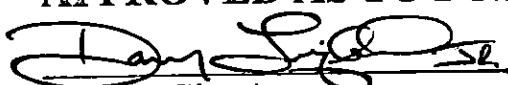
City of Broken Arrow

By: 
Michael Spurgeon, City Manager

Date: 1/24/2020

Unless otherwise instructed, our billing statements will be sent by email to
DLittlefield@brokenarrowok.gov.

ATTEST:

(Seal) CITY CLERK


APPROVED AS TO FORM:

Deputy City Attorney



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AFFIDAVIT OF OUTSIDE COUNSEL

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 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 to the knowledge of Affiant, Affiant has complied with all applicable laws related to equal employment opportunity.

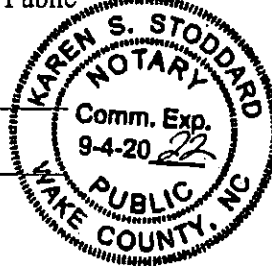
By: [Signature]
Lynn Percival
Partner, Wyrick Robbins Yates & Ponton LLP

Subscribed and sworn to before me this 23rd day of January, 2020

[Signature]
Notary Public

My commission expires: 09/04/2022

My commission number: 201725100168



WYRICK ROBBINS YATES & PONTON LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

We at Wyrick Robbins Yates & Ponton LLP (the "Firm" or "we") appreciate the opportunity to represent you. We believe that a clear understanding is the best basis for a good business relationship. The Terms of Engagement contained in this memorandum (the "Engagement Terms") form the basis upon which the Firm will provide its legal services to you. If you have any questions about these terms, the lawyer who sent you these Engagement Terms is the best person for you to contact.

The Engagement Letter accompanying these Engagement Terms and the Engagement Terms themselves supersede any prior discussions or understandings and will, taken together, be considered the Engagement Agreement for this engagement and for any subsequent services that we may mutually agree upon in the future, unless altered or replaced by a later written Engagement Agreement.

1. Scope of Representation.

The Firm has been engaged only to represent the client(s) ("you") named in the accompanying Engagement Letter (this "Engagement"). Our representation of a corporation, partnership, governmental entity, limited liability company, joint venture, trade association or any other entity does not include representation of the persons or entities that are shareholders, directors or officers of a corporation (or of its parent, subsidiaries, or affiliates); member or managers of a limited liability company; partners of a partnership or joint venture; or employees, elected officials, or other individuals affiliated with any governmental entity; or individual members of a trade association or other organization. The Firm's professional duties are only to the person or entity that is the client of the Firm (and not to any related person or entity). You agree that, insofar as there might otherwise have been any real or perceived conflict because we represent clients with interests that are adverse to persons or entities with which you have a relationship, any such conflict is waived. Should it be the case that the Firm should agree to represent individual employees, shareholders, partners, members, parents, subsidiaries, affiliates or entities related to the clients in this Engagement, such representation(s) will be the subject of separate engagement letters.

2. Legal Fees.

Our professional services (unless otherwise agreed in writing in the accompanying Engagement Letter) will be billed based on Firm time spent pursuing this engagement and computed based on the then-current hourly rates for those who perform the services (including lawyers, paralegals and other staff members). Current hourly rates for lawyers range from \$210.00 to \$530.00. Hourly rates for paralegals and other staff members range from \$110.00 to \$210.00. In connection with certain forms of legal work in which a particularly high degree of experience

and/or rapid, time-critical turnaround is required, we may apply our premium rates, which generally exceed our normal hourly rates by 20%. Hourly rates generally are reviewed and adjusted at the end of each calendar year. In preparing statements for our services, we use the hourly rates in effect at the time such services were rendered.

Where requested, we may provide an estimate of the overall costs of an engagement. Because the estimation of such costs at the outset of the engagement inherently involves many unknown factors, any such estimate is only just that, an estimate, and is not a limitation on the amount that may be billed in fulfilling the engagement.

3. Costs/Expenses/Disbursements.

As part of your monthly statement you will be billed for costs and expenses we incur on your behalf. Costs may include, but are not limited to, expenses incurred for travel, overnight courier delivery fees, filing fees, deposition fees, and expert witness fees, as well as reimbursement for all project-related expenses incurred by the Firm. We do not charge for faxes, postage or long distance telephone charges (except conference calls we initiate), nor do we include any standard administrative fee or charge. Although the Firm may assume responsibility for retaining appropriate service providers for you, you will be responsible for paying all fees and expenses directly to the service providers timely when they are billed. While the Firm may upon occasion choose to advance a particular expense amount because of a time constraint, that would be the exception; it is your responsibility to provide any and all expense amounts in advance when requested by the Firm.

4. Billing.

The Firm will send you statements for professional services and expenses on a monthly basis. The format of the bill will be in detailed form, showing the timekeeper, work performed, and time spent per day.

5. Payment.

We expect payment of our statements upon your receipt of our statement, without regard to the completion of any proposed transaction, litigation, or other work. In the event of non-payment, the Firm reserves the right to postpone or defer providing additional services until payment is made. If the Firm determines that the account is delinquent, notifies you that the account is delinquent, and terms of payment satisfactory to the firm are not established, the Firm reserves the right to terminate its representation of you. In that event, you agree to consent to, and not to oppose such termination and (if appropriate) to sign a substitution of counsel and/or any other documentation deemed necessary or desirable by the Firm to effectuate that termination, which will include the withdrawal of the Firm from any prior appearance in any court or agency on your behalf. The termination of your representation by the Firm does not affect your responsibility for the payment of Firm services and expenses incurred on your behalf prior to termination.

6. Third Party Responsibility for Payments on Your Behalf.

If an insurer or other third party has undertaken to pay any portion of the bills for Firm services rendered on your behalf, you nevertheless will remain fully responsible for payment of any amounts billed to you or on your behalf by the Firm that are not paid by the third party. Unless otherwise specifically agreed in the accompanying Engagement Letter, if we have undertaken to represent multiple clients in this engagement, each of you understands and agrees that each client will be jointly and severally responsible for payment of the Firm's services and expenses.

7. Your Right to Terminate.

You may terminate our engagement on any or all matters at any time for any reason. This termination will not, however, remove your responsibility to pay for all services and expenses incurred on your behalf until the time of termination. In addition, in appropriate cases, you will also be responsible for paying those expenses incurred by our Firm in carrying out a transition of your representation to a lawyer or law firm designated by you as the successor to do your work.

8. The Firm's Right to Terminate.

Subject to the required permission of any court or agency for which an appearance has been entered on your behalf, and subject to all applicable ethical and legal requirements, the Firm reserves the right to terminate this engagement upon reasonable notice. In that event, you would have a reasonable opportunity to arrange for successor lawyers and we would assist in an orderly transition of representation. Reasons for the Firm to terminate its representation could include, but are not limited to: your failure to pay submitted invoices in a timely manner; your insistence on a course of representation determined by the Firm to place the Firm at risk in violating applicable legal or ethical standards governing the practice of law; your failure to be truthful with the Firm or in any proceeding involving a court or agency, as related to the engagement; or your failure to cooperate or assist in implementing a course of action recommended by the Firm as being necessary and/or desirable to the successful achievement of the goal(s) of the engagement.

9. Termination at End of Engagement.

If not previously terminated, the attorney-client relationship between you and the Firm will terminate after the last services rendered in completion of the engagement described in the accompanying Engagement Letter.

10. No Continuing Obligations by Firm After Completion of Engagement.

Unless a separate specific engagement is undertaken by the Firm in a separate engagement letter, the Firm is not responsible for monitoring the completed engagement, or the manner in which anything related to the engagement or to your legal rights, duties or obligations might be

affected by post-engagement circumstances, including but not limited to legislative or judicial changes to relevant laws or regulations, or to statutes of limitation or repose.

11. Document Return/Retention.

Unless relevant to separate ongoing engagement on your behalf, at the end of this engagement you may request the turnover to you of the contents of the Firm's file(s) involved in this engagement. If you do not make this request, the Firm reserves the right and you authorize us to retain or to destroy the file(s) in the Firm's sole discretion, with no notice to you, with the exception of the Original Special Documents and Property described in the next paragraph.

The following Original Special Documents and Property (not requested by you to be returned) may be retained by the Firm in the Firm's sole discretion: executed releases, settlement agreements, purchase and sale contracts, licenses, closing documents for mergers and acquisitions, leases, deeds, title policies, judgments, trademarks, wills and trusts, powers of attorney and other dispositive estate planning documents. (This list is not exclusive; other items may be retained in the Firm's sole discretion).

It is your obligation to provide current, updated information to the Firm regarding your mailing address, e-mail address, and telephone contact number(s), should the need arise to contact you about your client files and documents.

The Firm may make copies of any or all parts of your file(s) at its sole expense, for its own records.

12. Client Responsibilities Related to Insurance.

It is possible that you may have insurance coverage relating to part or all of the matter(s) involved in this engagement. It is your responsibility to check carefully to determine whether you have insurance that would provide any sort of coverage for any potential liability, losses, indemnification, or benefit of any sort that could come into play in any way as part of this engagement. If there is any such insurance coverage, it is your duty to provide notice in accordance with any applicable policy to the appropriate insurer. While the Firm will assist you in determining potential coverage of any policies you bring to the Firm's attention, **THIS ENGAGEMENT DOES NOT INCLUDE ADVISING YOU WITH REGARD TO THE EXISTENCE, AVAILABILITY OR APPLICABILITY OF INSURANCE COVERAGE RELATED TO ANY PORTION OF THIS ENGAGEMENT UNLESS AND UNTIL YOU PROVIDE US WITH COPIES OF SUCH INSURANCE POLICIES AND SPECIFICALLY REQUEST OUR ADVICE AS TO POTENTIAL COVERAGE OF SUCH POLICIES.**

13. Questions/Resolution of Problems.

If you have any questions, concerns or complaints about any statement for services or about the quality of services provided by the Firm as part of this engagement, you are encouraged to raise those questions, concerns, or complaints first with the lawyer having primary responsibility for the engagement. If your inquiry does not produce a satisfactory result, please contact Charles George at 919.781.4000 or cgeorge@wyrick.com so that your inquiry may receive prompt investigation and resolution.