

## ATTORNEY-CLIENT CONTRACT FOR SERVICES

Now on this 6<sup>th</sup> day of March, 2023, this ATTORNEY-CLIENT CONTRACT for services is entered between the Board of County Commissioners of Muskogee County, Oklahoma, hereafter referred to as **CLIENT or CLIENTS**, and the law firm of COLLINS, ZORN & WAGNER, PLLC, hereafter referred to as **CZW**. In consideration of the mutual promises, covenants and conditions and based upon the consideration set forth herein the parties agree as follows:

### 1. Scope of Representation

CLIENT has agreed, the Board of County Commissioners for Muskogee County is to employ CZW for the following services: to represent CLIENT and provide legal services regarding its current conflict with the Title 19 Muskogee County Fire Departments.

Where necessary, CZW shall appear as attorney for CLIENT, and may act on behalf of CLIENT, or at the direction of CLIENT, with regard to all aspects of providing a legal defense for CLIENT in the above mentioned case.

### 2. Staffing and Fee Arrangements

Andy Artus (a partner in CZW) will be the primary contact for CZW. CZW will use other firm lawyers, paralegals, legal assistants, and staff to work on the defense of the case as CZW believes appropriate under the circumstances. CZW may delegate work to lawyers or support personnel with special experience in a given area or to whom CZW otherwise believe will enable CZW to provide services on an efficient, timely and cost-effective basis.

CZW shall be paid at the following hourly rates for work performed hereunder by personnel of CZW:

Partner	180.00 per hour
Associate	160.00 per hour
Paralegal	95.00 per hour
Legal Assistant	60.00 per hour

Such time shall be billed by CZW, and paid by CLIENT, on a monthly basis. 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 in duration.

CLIENT will pay CZW for actual hours (or fractions) worked preparing for and defending the case, including travel time, at the hourly rates above set forth. CZW will submit its bills for payment to the County Commissioners for Muskogee County, c/o, County Clerk's Office, P.O. Box 2207, Muskogee, OK 74402. CLIENT will be responsible for the payment of all fees and expenses incurred by CZW in connection with the representation of CLIENT in the above styled case.

### **3. Costs and Expenses**

In addition to the legal services as stated in paragraph two (2) above, CZW's invoices also will include charges for services and expenses customarily invoiced by law firms, in addition to fees for legal services performed in connection with the representation. These other charges and expenses may include travel expenses, including mileage, parking, airfare, lodging, meals, and ground transportation. Further, CZW's invoices may include charges for costs and services such as postage, overnight mailing services, computerized legal research, long distance telephone calls, faxes, copying, document or image production and other non-overhead expenses incurred for CLIENT's benefit.

Copying costs for in-house copying shall be charged at \$0.10 per page for black and white copies and \$0.15 per page for color copies.

Travel mileage costs shall be reimbursed at the Internal Revenue Service's legal mileage reimbursement rate in effect at the time the costs are incurred.

The fees and services of third parties in connection with the representation of CLIENT by CZW, such as experts, consultants, messenger and delivery services, process servers, court reporters, witness fees, filing services, and printer/copier service providers also will be charged if incurred. To the extent CZW advances such costs, CZW will be reimbursed by CLIENT for same. Such costs and fees may be billed directly through this agreement.

### **4. Court Ordered Attorney Fees and Expenses**

If the CLIENT is the prevailing party, sometimes appropriate statutes provide for attorney fees and court costs to be set by the court and paid by the opposing party. However, regardless of what is awarded by the Court, CZW will be reimbursed by CLIENT, their actual expenses and will be paid their attorney fees at their hourly rates as mentioned above in sections two (2) and three (3) above.

Alternatively, if the CLIENT is **not** the prevailing party sometimes appropriate statutes provide for expenses or litigation costs, pre and post judgment interest, as well as attorney's fees, to be set by the Court, and the CLIENT may be ordered to pay the same to the Plaintiff. If an award of attorneys' fees or expenses, or litigation costs, is entered against CLIENT, the CLIENT is solely responsible for said award.

### **5. Other Provisions:**

A. CLIENT understands that the preparation and trial of this matter may be very time



consuming and may require the gathering and production of volumes of materials. CLIENT agrees to fully cooperate with CZW and exercise CLIENT's best efforts to gather and assimilate these materials on a prompt basis. CLIENT also understands that in certain types of litigation it is possible that CLIENT could be responsible for the opposing parties' attorney fees and costs. This can occur due to a failure to cooperate in discovery (depositions, document production, etc.), due to a prior contractual relationship between the parties, or because the law simply allows it. For example, in some civil rights cases a prevailing party can recover attorney fees from the other party; in most civil lawsuits a prevailing party can recover certain costs. CLIENT is aware that opposing attorneys seem to be getting more and more aggressive in this regard and that the law could possibly change to CLIENT's detriment even after the date of this contract.

**B. CLIENT agrees to cooperate fully and truthfully with CZW at all times.**

CLIENT will keep CZW advised as to present address, telephone number and contact information at all times. CLIENT also agrees to use CLIENT's very best efforts to help obtain information, documents, witnesses and anything else that CZW deems helpful to the defense of this action. In the event that CLIENT fails to substantially fulfill this or any obligation to CZW, CLIENT will be given reasonable warning that the obligation must be fulfilled before CZW will withdraw from the case. If the situation is not immediately corrected CZW shall be permitted to withdraw without further obligation under the terms of the agreement. Nothing contained herein shall preclude CZW from withdrawing for other good cause, such as failure of CLIENT to timely pay CZW for its billed services. In the event of a withdrawal, CZW will take such steps as are reasonably practicable to protect CLIENT's interests, such as giving reasonable notice to the CLIENT and allowing time for employment of other counsel.

C. CLIENT may discharge CZW at any time without cause. In the event of discharge, the CLIENT will not be liable for any professional services or other charges after notice of discharge has been received by CZW, excepting only those subsequent services and charges, if any, provided at the request of CLIENT which are involved in turning over the matter to successor counsel. All files generated by the CZW are the property of the CZW; however, on payment of the CZW's out-of-pocket expenses, copies of CZW files regarding the above styled lawsuit will be made available to Client or its successor attorney. In the event of discharge, CZW will submit a final bill within thirty days of notice of discharge.

D. It is further agreed that this case will not be compromised or settled without the consent of CLIENT and that CLIENT will not settle or compromise the case without keeping CZW fully informed.

E. CLIENT and CZW agree that in the event of a dispute concerning this contract that venue will be exclusively in Oklahoma County, that the laws of the State of Oklahoma apply and that the prevailing party will be entitled to a reasonable attorney fee and costs of litigation.

**6. Disclaimer of Guarantee**

It is difficult if not impossible to predict the result or success of any legal engagement or of

its costs. CZW may express opinions or beliefs concerning litigation or various courses of action, and the results that might be anticipated and the associated costs. Any such statement is intended to be an expression of professional judgment only, based on the state of the law and information available to CZW at the time. Such statements are not promises or guarantees of any particular result or outcome or cost projection. CLIENT understands that the outcome of litigation is subject to the uncertainties and risks inherent in the litigation process, including changes or uncertainty in law, and the unpredictability of the action of opposing counsel, arbitrators, and courts. CLIENT acknowledges that CZW has not made, and will not make in the future, any promises or guarantees to CLIENT concerning the outcome or costs of the representation. Payment of CZW's fees and costs is not contingent on the ultimate outcome of this engagement. Nothing in this contract, or in any future oral or written communication, is intended to or shall be considered as any such promise or guarantee.

**7. Duration of Contract**

Except as is mentioned in paragraph five (5) of this contract, the terms of this contract shall begin March 6, 2023 and continue through the duration of the above-referenced legal conflict and will cease upon the finalization of that case.

**8. Entire Agreement**

This contract constitutes the entire agreement between CLIENT and CZW regarding CLIENT'S engagement of CZW to undertake the representation of CLIENT in the defense of the above mentioned case, and it is not subject to any oral agreements or understandings. No obligation or undertaking that is not set forth expressly in this contract shall be implied on the part of either CLIENT or CZW. This contract can, however, be modified in writing as long as the document modifying this agreement is signed by the signatory against whom the modification is to be enforced and such document expressly mentions that it is modifying this contract.

ACCEPTED AND AGREED TO ON THE DATE ABOVE WRITTEN BY:

  
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Ken Doke, Commissioner

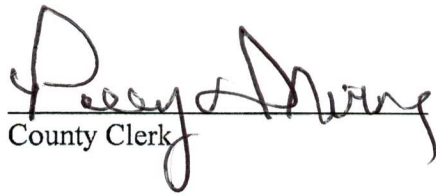
  
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Keith Hyslop, Commissioner

  
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Kenny Payne, Commissioner

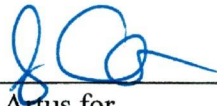
for the BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY, OKLAHOMA.

Attest:

By:

  
County Clerk





Andy Artus for  
COLLINS, ZORN & WAGNER, PLLC  
Tax identification number: 73-1486722