

APPROVED

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JUN 29 2015

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

PROFESSIONAL SERVICE AGREEMENT

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This Professional Service Agreement (Agreement) is made and entered into by and between the Stanley Glanz, Tulsa County Sheriff, and McDonald, McCann, Metcalf & Carwile (Outside Counsel).

PAT KEY
TULSA COUNTY CLERK

I. PURPOSE OF REPRESENTATION

Tulsa County Sheriff has retained Outside Counsel pursuant to 19 O.S. § 527 to provide counsel and legal advice to the County Sheriff, relative to Petition to Impanel Grand Jury, Tulsa County District Court Case No. GJ-2015-1.

II. OUTSIDE COUNSEL REPORTS TO THE SHERIFF'S IN HOUSE ATTORNEY

Outside Counsel agrees to keep the County Sheriff's Office informed of the status of the matters covered by this Agreement by:

- a. communicating orally with the Sheriff's in house legal counsel, or his/her designated representative, as needed and as requested by the Sheriff's Office;
- b. providing timely copies of all pleadings, discovery and correspondence (unless correspondence is protected by attorney-client privilege as asserted by the Employees/Employee) to the Sheriff's in house Attorney, and
- c. submitting to the Sheriff's in house Attorney a detailed monthly statement identifying by separate entries:
 - 1. each date work was performed under the Agreement,
 - 2. the amount of time billed for the work,
 - 3. the attorney or paralegal billing for the entry,
 - 4. the hourly rate of the attorney or paralegal billing the entry,
 - 5. a description of the work performed, and
 - 6. the dollar amount billed for the entry.

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III. CONFLICTS OF IN INTEREST

Outside Counsel must conduct a conflicts check covering potential and actual conflicts of interest before representing the Employees/Employee or other defendants. Outside Counsel must promptly notify the Sheriff's in house Attorney in writing of all actual or potential conflicts. Outside Counsel must disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation. No waiver of an actual or potential conflict will be valid unless in writing and executed by the Employees/Employee. Outside Counsel must all obtain any necessary third party waivers in writing prior to representing the Employees/Employee. Outside Counsel will monitor whether any actual or potential conflicts arise in connection with Outside Counsel's proposed representation of other defendants while representing the Employees/Employee and shall promptly notify the Sheriff's in house Attorney in writing of any such conflicts.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

By executing this Agreement, Outside Counsel agrees to act in a timely manner in conducting work under this Agreement.

V. FEES AND EXPENSES: OUTSIDE COUNSEL OBLIGATIONS

Tulsa County Sheriff agrees to pay Outside Counsel an hourly fee which will not exceed the following hourly rates:

Attorney (John J. Carwile/James P. McCann):	\$265.00 per hour maximum
Associate Attorneys	\$165.00 per hour maximum

The fees set forth above will take place immediately upon approval by the County. In addition to legal fees, the Tulsa County Sheriff will pay costs and expenses reasonably incurred in these matters as follows:

- necessary copying costs,
- out-of-pocket long distance telephone charges,
- out-of-pocket automated research costs,
- out-of-pocket postage charges,
- courier and messenger services,
- local mileage and parking,
- reasonable travel expenses if travel is required,
- other items as necessary if Sheriff's in house Attorney approves prior to expenditure.

VI. SETTLEMENT

Settlement possibilities should be identified and considered early and at subsequent stages in the proceedings. Outside Counsel must promptly report settlement overtures. Cases may be settled only with the prior approval of the Sheriff's in house Attorney and the Tulsa County Board of County Commissioners. The County is prohibited from paying any amounts for exemplary or punitive damages on behalf of the Employees/Employee and is further prohibited from paying any amount in excess of the limits provided in 51 O.S. §§154 and 162. There is no limit or cap in cases alleging constitutional violations, and brought pursuant to 42 USC 1983, such as "Civil Rights" cases.

VII. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance acceptable to the Sheriff's in house Attorney with appropriate and adequate coverage. Outside Counsel shall submit a certificate from its insurance carrier that provides that written notice will be provided to the Sheriff's in house Attorney before cancellation of the insurance is effective. Outside Counsel shall promptly advise the Sheriff's in house Attorney if its insurance is cancelled or lapses.

VIII. RIGHT TO AUDIT

The Tulsa County Sheriff shall have the right by use of internal or external resources to audit Outside Counsel's time records and billings, upon reasonable notice provided in writing to Outside Counsel. Outside Counsel will cooperate with an audit request by providing reasonable access to appropriate records and personnel necessary to conduct an audit.

IX. ACCEPTANCE

This Agreement constitutes the entire agreement between the Tulsa County Sheriff and Outside Counsel and supersedes all prior agreements, written or oral, relating to the subject matter. Any change must be made or confirmed in writing, duly executed by both parties.

X. ASSIGNABILITY OF AGREEMENT

This Agreement is personal in nature and may not be assigned by Outside Counsel.

XI. TERMS

This Agreement is effective from June 11, 2015, through June 10, 2016. The Parties, upon mutual agreement, may renew this Agreement at the end of the contract term for successive one-year periods.

Outside counsel is employed pursuant to 19 O.S. § 527 to represent the Tulsa County Sheriff in the performance of the official duties of his office. If outside counsel determines that:

- a. the Employees/Employee reasonably fails to cooperate in good faith in the defense of the action; or
- b. the actions or omissions from which this litigation arises are reasonably determined to be the result of the fraudulent conduct or corruption by the Employees/Employee,

Outside counsel shall notify the County at once and this contract shall immediately terminate.

XII. SEVERABILITY

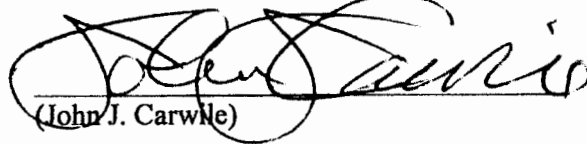
In the event that any one or more of the provisions of this Agreement executed pursuant hereto shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties, underlying the invalid, illegal or unenforceable provision.

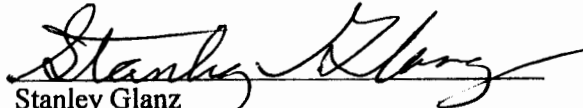
IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on, and is effective as of, the date set forth below.

DATED this 11th day of June, 2015.

McDonald, McCann, Metcalf & Carwile, L.L.P.

By:


(John J. Carwile)


Stanley Glanz
Tulsa County Sheriff

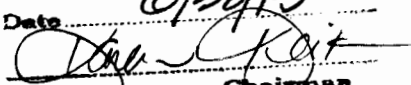
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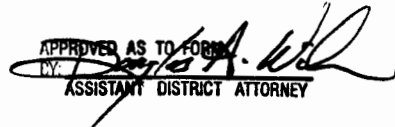
By:
County Clerk

Attest:





APPROVED
Date 6/30/15

Chairman
Board of Co. Comm. PRO TEM

APPROVED AS TO FORM
BY 
ASSISTANT DISTRICT ATTORNEY