



APPROVED
8/26/2019

Nolan M. Fields IV
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TO: Board of County Commissioners
Karen Keith, Chairman
Stan Sallee
Ron Peters

DATE: August 21, 2019

REFERENCE: Agreement for Legal Representation of the Sheriff by the Law Firm of Norman Wohlgemuth Chandler Jeter Barnett & Ray in case no. CJ-2018-4673, *Cessor v. Board of Cnty. Comm'rs for the County of Tulsa, et al.*, pending in the District Court of Tulsa County

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. Outside counsel has already signed the item and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

Nolan M. Fields IV
Assistant District Attorney

CC:
Tim Harris, TCSO General Counsel

CMF# 20190417

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NORMAN WOHLGEMUTH CHANDLER JETER BARNETT & RAY

ATTORNEYS AT LAW
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JO LYNN JETER

jjj@nwcjlaw.com

August 21, 2019

Via Email and U.S. Mail

PRIVILEGED & CONFIDENTIAL

Douglas Wilson, Esq.
Assistant District Attorney
Chief of the Civil Division
500 S. Denver, 8th Floor
Tulsa, OK 74103
douglas.wilson@tulsacounty.org

Re: *Joshawa Cessor v. Board of County Commissioners for the County of Tulsa, et al.*, District Court for Tulsa County, Case No. CJ-2018-4673

Dear Doug:

This letter confirms the engagement of Norman Wohlgemuth Chandler Jeter Barnett & Ray, P.C. ("NWCJ") in connection with the above captioned litigation in accordance with the provisions of 19 O.S. § 527. NWCJ shall represent Sheriff Vic Regalado.

It is the firm's normal routine in opening a new file to provide an engagement letter such as this to our clients. Its purpose is to set forth generally our mutual understanding of the legal services to be performed and the bases on which we will be paid for those services.

Our fees will be based on the amount of time spent by lawyers or paralegals, subject to certain specific adjustments. Each lawyer and paralegal in our firm has an hourly billing rate, and the rate multiplied by the number of hours spent on a project is the *initial* basis for determining our fees. We make substantial downward adjustments in the actual amounts of attorney fees incurred. This is done in the exercise of billing judgment with the intent to provide you with statements which are consistent with the services rendered, and in an effort to assure that you are not billed unnecessary duplications of services, research or other unwarranted expenses.

Joel Wohlgemuth, Barrett Powers and I shall be responsible for representation of Sheriff Regalado. For this matter, Joel has agreed to reduce his standard billing rate to \$275.00 per hour. My standard hourly rate will be reduced for this matter to \$225.00. Associate attorneys will be charged at the rate of \$185.00 per hour. Where appropriate and economical, we may assign various tasks to a paralegal with an hourly rate of \$65.00 per hour.

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In addition to the attorneys' fees that we incur on Sheriff Regalado's behalf, we may also incur certain costs, such as long distance telephone charges, special postage, delivery charges, telecopy charges, travel, photocopying, and use of other service providers, such as expert witnesses, if needed. In litigated matters, we include payments we must make for process servers, court reporters, witness fees, and so on. We also make separate charges for computerized legal research that in our experience significantly reduces lawyer research time. Except for specialized word processing services, we normally do not make a separate charge for stenographic or word processing unless there is an unusual situation arising out of your needs that requires overtime staff work.

Statements will be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. Payment will be due forty-five (45) days after the date of our statement. No retainer shall be required.

This agreement is submitted in triplicate, with each copy, when properly executed, having equal import. If the above engagement terms are satisfactory, please request that the Board of County Commissioners and the County Clerk execute a copy of this letter in the space provided below and return it to us by email or mail. You may retain the original for your files.

We appreciate the opportunity to serve Sheriff Regalado and wish to confirm our desire to provide him with the highest quality and most efficient legal services possible. Please do not hesitate to call should you have any questions with regard to the foregoing.

Sincerely,



Jo Lynn Jeter

Agreed:



Vic Regalado
Tulsa County Sheriff

Approved by:



Karen Keith, Chairman
Board of County Commissioners of Tulsa County

Attest:

By: 
Michael Willis, County Clerk

