
MEMO

APPROVED
8/12/2024



DATE: August 5, 2024

FROM: Matney M. Ellis
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Agreement – Collins, Zorn & Wagner, P.L.L.C

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma and Collins, Zorn & Wagner, P.L.L.C to provide legal representation in foreclosure action of a judgment lien at a compensation rate not to exceed \$5,000.00, as further described in the attached.

Respectfully submitted for your execution and approval.

MME / dcc

SUBMITTED FOR: The August 12, 2024 BOCC meeting agenda.

CMF# 20241523

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services is entered into this 12th day of August, 2024, by and between the Board of County Commissioners of Tulsa County (“Board”) and the law firm of Collins, Zorn & Wagner, P.L.L.C. (the "Firm") for the provision of legal services as described herein. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree to the following:

1. Scope of Engagement. The Board of County Commissioners of Tulsa County is seeking to foreclose on a judgment lien secured by and against property owned by Kenneth Lukasik and/or Janie McWolf. The Firm will provide legal representation for the Board of County Commissioners of Tulsa County by filing and prosecuting the foreclosure action against the named parties defendant.

2. Representations and Warranties. The Firm represents and warrants that all attorneys working on the Lawsuit are licensed to practice in Oklahoma. Further, all attorneys working on the Lawsuit are covered by at least Five Million Dollars (\$5,000,000.00) in malpractice insurance.

3. Personnel. Scott R. Eudey will be primarily responsible for representing the Board in the Lawsuit. It is understood that the Firm may assign other employees/associates of the Firm to appear or assist in the representation of the Board. It is further understood that it may be necessary for the Firm to retain the services of professionals, or expert witnesses, on behalf of the Board. The Firm will obtain the consent of the Board before retaining such expert professionals, and obtain an advance approval of the cost to retain expert witnesses. Member and associate attorneys, legal interns, legal assistants and law clerks employed by or under contract with the Firm will be utilized as needed under Mr. Eudey's supervision.

4. Conflicts of Interest. The Firm represents that it is not aware of any pending matters involving conflicts of interest between the Board and the Firm. The Firm does not anticipate accepting future representation adverse to the Board’s interests. However, the parties understand that unforeseen conflicts may arise. The Firm will discuss potential conflicts of interest as they arise.

5. Fees; Expenses. The Firm shall charge for legal services at the following rates:

Partners:	\$185.00 per hour
Associates:	\$175.00 per hour
Paralegals:	\$90.00 per hour
Legal Assistants:	\$60.00

CMF# 20241523

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 duration.

Any charges incurred by the Firm for costs charged by third parties, including, but not limited to, charges for expert or other witness fees, demonstrative exhibits, deposition costs, transcripts, Internet research, copies, postage, exhibits, photographs, graphics, computer presentations or other items shall be advanced by the Firm, and charged to the Board at the same cost charged to the Firm; that is, the Firm will not mark up the costs. The Firm will provide photocopies of all invoices from third parties when the Firm submits statements to the Board.

6. Billing Procedures. The Firm will submit statements of account to the Board on a monthly basis. Each statement will contain a disclosure of the time expended by each person on a daily basis, a brief description of the services rendered, a description of expenses advanced, together with true and complete

7. Condition of the Board's Payment. The Firm estimates the projected fees and expenses with regard to this Lawsuit for the Fiscal Year ending June 30, 2025, shall not exceed \$5,000.00. The Firm has asked the Board to encumber the amount of \$5,000.00, against which the Firm will file claims for any fees, costs or expenses as they become due and payable. This is an estimate of the expected charges on this case up until the end of the current Fiscal Year. Any projection provided will constitute a good faith estimate to assist the Board in projecting future costs and, unless otherwise specifically agreed, the projection will not constitute a guaranteed fee for the matter. If, at any time, the Firm determines that the Firm's work or expenses to be advanced could exceed the estimate, the Firm agrees to immediately advise each member of the Board in writing to allow the Board to encumber additional public funds. **THE FIRM ACKNOWLEDGES THAT THE BOARD CANNOT, BY LAW, PAY THE FIRM ANY AMOUNT IN EXCESS OF THE AMOUNT ENCUMBERED BY THE BOARD. FURTHER, IF THE FIRM PERFORMS WORK OR ADVANCES EXPENSES THAT CAUSE THE ENCUMBERED AMOUNT TO BE EXCEEDED, SUCH EXCESS CANNOT AND WILL NOT BE PAID BY THE BOARD, BUT WILL REMAIN THE RESPONSIBILITY AND LIABILITY OF THE FIRM.**

8. Termination. In the event the Firm's representation of the Board is terminated at any time and for any reason, the Firm agrees to cooperate in all ways reasonably requested by the Board and the Board in the transfer of pending matters to successor legal counsel. All files generated by the Firm are the property of the Firm; however, on payment of the Firm's out-of-pocket expenses, copies of Firm files will be made available to the Board. The Board understands **that the practice of law is not an exact science and that the Firm cannot guarantee the outcome of this or any litigation.**

9. Entire Agreement. This Contract contains the entire agreement between the Board and the Firm, and is binding on all parties. Any deletions, additions or changes must be evidenced by a written agreement expressly modifying this document and signed by the Board and the Firm.


SIGNATURES APPEAR ON NEXT PAGE

COLLINS, ZORN & WAGNER, P.L.L.C.





Chris J. Collins, President

BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: 
Chairman

By: 
Member

By: 
Member

Attest: 
Michael Willis, County Clerk



Dated this 12th day of August, 2024.

APPROVED AS TO FORM



Andrew Higginbotham
Assistant District Attorney
Tulsa County – Civil Division