

**RETAINER AGREEMENT
FOR PROFESSIONAL AND LEGAL SERVICES**

THIS AGREEMENT is made and entered into this 20th day of June, 2023, by and between the City of Bethany, the Bethany Public Works Authority, the Bethany Development Authority and the Bethany Hospital Trust, hereinafter collectively referred to as the “City” and Robert Ray Jones, Jr., hereinafter referred to as “Attorney”.

WHEREAS, it is in the best interest of the City that counsel be retained to render advice, counsel and representation to and for the City as needed and to serve in the position of City Attorney as provided by the Bethany City Charter and ordinances;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. Pursuant to Article V, Section 5-1 of the City Charter, the Attorney will serve as the City Attorney to provide counsel and advice during the term of this Agreement regarding matters of importance to the interests of the City, including legal representation of the City, as requested by the City and agreed to by the Attorney.

2. It is understood and agreed, with respect to the services the Attorney will render pursuant to paragraph 1 above, that the Attorney will perform such services exclusively as an independent contractor to, and not as an agent or employee of, the City.

3. The Attorney will hold in a fiduciary capacity for the benefit of the City all confidential information, data or policies relating to the City obtained by the Attorney during the term of this Agreement. The terms of this section do not apply to any information that becomes a part of the public record.

4. All services performed by the Attorney under this Agreement will be performed by Robert Ray Jones, Jr, or other attorneys with expertise selected by the Attorney as warranted and approved by the City.

5. The Attorney agrees that in the performance of this Agreement he will comply with all applicable provisions of the City Charter and Ordinances as well as all applicable state and federal laws.

6. Attorney's basic compensation will be in the form of a monthly retainer in the amount of \$5,000.00 per month. Services included in the retainer will consist of attendance and reasonable preparation time for all regular and special meetings of the City Council and the Planning Commission. The retainer will also include review and preparation of routine contracts, resolutions and ordinances as well as consultation as to routine legal matters with the Mayor and members of the City Council, Planning Commission and Committees of each, and consultation as to routine legal matters with City staff and employees.

7. Additional services beyond those described in Paragraph 6 above may be required. With the prior approval of City Council, these services may be performed by attorneys selected by Attorney. Examples of such additional services could include, but not be limited to: litigation; negotiations of collective bargaining agreements, adversarial hearings including arbitration proceedings; preparation of ordinances or contracts requiring extensive research or negotiations; appearances before administrative agencies and state and federal courts; and/or consultations with members of the City Council, Planning Commission, or City employees requiring extensive legal research. When such services are performed by the Attorney, they will be billed at a rate of \$185.00 per-hour. In addition, the City shall reimburse the Attorney for necessary expenses such as mileage at the rate approved by the IRS for any travel outside the Oklahoma City metropolitan

area, other travel expenses, copying, filing and other fees and any other similar expense items which are incurred by the Attorney in representing the City on matters as set forth in this paragraph. Other non-legal professional services may be needed to assist Attorney in rendering legal counsel to the City. With the prior approval of the City Council, the Attorney may retain the services of needed professionals for the purpose of evaluating actual or potential claims and rendering of expert opinions.

8. The City further agrees to compensate the Attorney or other attorneys, or professional service contracts selected and utilized by the Attorney for services under this Agreement in Attorney's absence or unavailability or in specialized legal matters.

9. The City agrees to waive any conflicts that may exist due to the Attorney's representation of other clients of the Attorney.

10. The Attorney will submit monthly a claim for payment for services to the City, which payment will be made after approval of the claim by the City. For payment under paragraph 7, the claim will include, at a minimum, the date services were rendered, and the nature of services rendered, the person performing such service, the time expended for services and the total amount claimed.

11. Upon request, Attorney will provide proof of malpractice insurance in an amount no less than Five Hundred Thousand (\$500,000.00) dollars.

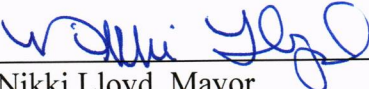
12. This Agreement will commence on June 20, 2023 and will remain in full force and effect for the term as set forth in Article V. Section 5-1 of the City Charter.

13. No alteration or variation of the terms or conditions of this Agreement will be valid unless made in writing and signed by the parties hereto. However, this Agreement may be amended, in writing, by mutual consent of the parties. Further, this Agreement may be terminated

by the City in accordance with the provisions of Article V, Section 5-1 of the City Charter. It may be terminated by the Attorney upon thirty (30) days' written notice to the Mayor. The City may waive the thirty (30) day notice requirement at its sole discretion.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

CITY OF BETHANY, OKLAHOMA


By: Nikki Lloyd, Mayor



ROBERT RAY JONES, JR.

