

THE RUDNICKI FIRM
ATTORNEYS AT LAW

March 7, 2023

SENT VIA ELECTRONIC MAIL

Bethany-Warr Acres Public Works Authority
Attn: Nikki Lloyd, Chairman
Email: nikki.lloyd@bethanyok.org

Re: Professional Services Agreement & Terms of Engagement (“Terms”)

Dear Chairman Lloyd,

Thank you and the other Trustees of the Bethany-Warr Acres Public Works Authority for selecting the undersigned and Rudnicki PLLC (“The Rudnicki Firm”) to provide professional legal services in connection with the Matter defined below. The purpose of these Terms is to confirm our understanding regarding the services The Rudnicki Firm has been engaged to provide.

I. SCOPE OF ENGAGEMENT

The undersigned attorney has continuously been engaged by the Bethany-Warr Acres Public Works Authority, a public trust, (“Client”) to act as “Trust Attorney” and provide certain legal services to Client pursuant to a Professional Services Agreement dated June 5, 2017.

It is our understanding that Client desires to continue to retain the undersigned attorney and his current law firm (The Rudnicki Firm) to represent Client as “Trust Attorney” and provide the legal services as more particularly described in an updated Professional Services Agreement dated March 1, 2023 (“Matter”).

The Rudnicki Firm does not represent Client in any other matters or legal proceedings besides the Matter defined above. Should Client wish The Rudnicki Firm to represent Client in additional matters or legal proceedings, Client shall notify The Rudnicki Firm via email and those matters and/or legal proceedings will be subject to the Terms listed herein.

II. CONFLICTS OF INTEREST

Although Client and The Rudnicki Firm do not see that a conflict of interest exists at this time, if a conflict were to arise with another entity, Client understands that The Rudnicki Firm cannot be engaged to represent or provide advice to Client against another existing client already represented by The Rudnicki Firm. None of the entities and individuals involved in the Matter subject to these Terms are existing clients, and acceptance of new cases will be subject to conflict checks.

In the event that an actual conflict arises, The Rudnicki Firm may need to withdraw as counsel, which may result in increased expenses and delay. This risk, too, is minimal, as The Rudnicki Firm will not undertake any new representation that is directly adverse to Client's interests in this engagement. To minimize risks further, an ethical wall may be created, as needed, to separate any matter from this engagement. In addition, sensitive, proprietary, or other confidential information of a non-public nature concerning Client that The Rudnicki Firm acquires as a result of our representation of Client will not be transmitted to lawyers who may work on such matters subject to said ethical wall.

III. HOURLY RATES, ADJUSTMENT TO HOURLY RATES, AND EXPENSES

The Rudnicki Firm will send invoices listing legal fees charged on an hourly basis and any other costs incurred for this Matter. The current discounted hourly rates of The Rudnicki Firm employees are:

Name	Discounted Rate¹ (Per Hour)
Johnny R. Blassingame (Attorney-OK, TX)	\$225
Associate Support	\$200
Other Non-Attorney Support	\$75 - \$125

As needed, other The Rudnicki Firm professionals may be used at rates comparable to those outlined above.

All hourly rates listed above are reviewed as of January 1 of each year. This review may result in adjustment to the hourly rates of the undersigned and other attorneys and paralegals working on this Matter. Adjustments in hourly rates will not exceed 2.5% in any one year. Upon adjustment of our hourly rates, Client will be billed at the new hourly rates. A notification of changes in hourly rates will be included in the first invoice as to which the change is effective.

In the course of providing services to Client, The Rudnicki Firm may incur expenses for services including but not limited to printing, photocopying, delivery services, postage, document binding, deposition fees, court costs, filing fees, expert and non-expert witness fees, travel expenses, lodging, meals, etc. The Rudnicki Firm does not charge for Westlaw, Lexis, long distance phone calls, or internal copy charges. The actual expenses incurred depend on the services that The Rudnicki Firm provides to Client. Client agrees to pay such costs and expenses, incurred in this Matter. Any expenses that are required will be charged at the amount The Rudnicki Firm incurs for same and Client will be consulted in advance of incurring any anticipated significant expense.

¹ As of January 1, 2023, the undersigned's standard rate is \$320 per hour. The rate offered to Client above constitutes an approximately 30% discount from the standard rate and is the highest discount offered to any client of the undersigned attorney.

IV. BILLING

It is understood that all invoices shall be paid by Client within 30 days of receipt of the invoice. Should late payment or nonpayment become an issue, The Rudnicki Firm may require a retainer for work on the Matter to continue. The terms of a retainer will be provided should this become necessary. Finally, if after any billing for services rendered, we do not hear from you within 30 days from your receipt of our statement, we will presume that you are in agreement with the charges.

V. CLIENT COMMUNICATION

It is important for The Rudnicki Firm and Client to maintain open communication with each other throughout the engagement. The Rudnicki Firm will regularly keep Client informed of the status of requested legal services and consult with Client whenever appropriate.

Within The Rudnicki Firm, the undersigned (Johnny R. Blassingame) will be your primary contact for this Matter and you can raise any issues you may have regarding representation and/or billing with me. Gila Brandenberger will be the paralegal assigned to this Matter and can be contacted as well. Jasmin Tovar is our legal assistant and can also answer questions as needed.

Please note that we maintain an email address casemanager@rudnickifirm.com that is maintained by staff members during business hours. You will frequently see this email copied on communications to you and you are invited to copy it on any communications sent to The Rudnicki Firm.

Client will assist and cooperate fully with The Rudnicki Firm with respect to this engagement. Client agrees to communicate with and provide The Rudnicki Firm with complete and accurate information as needed to further provision of requested legal services. Client agrees to be truthful and to fully disclose to The Rudnicki Firm all facts that may be relevant to the Matter or that The Rudnicki Firm otherwise may request.

In addition, Client will be available to discuss issues as they arise, comment on and approve draft documents The Rudnicki Firm prepares, and attend and participate in meetings, preparation sessions, administrative proceedings, and other related activities.

By executing this letter, Client expressly consents to communicating with us via electronic communications such as email, including attorney client privileged communications. Client further acknowledges and understands that electronic communications between us may possibly be accessed by unauthorized parties (e.g. "hackers") when communicated across the internet, network communications facilities, telephone, or other electronic means. Client also acknowledges and understand that **the Firm makes no warranties, express or implied, as to the security of any electronic communications.**

VI. ATTORNEY-CLIENT PRIVILEGE

Any and all communications between Client and The Rudnicki Firm related to the Matter subject to these Terms shall be considered attorney-client communications. Any assistance that

The Rudnicki Firm requests of the Client, or vice versa, relating to the Matter shall be considered work-product. Please be aware that disclosure of communications with The Rudnicki Firm outside of the Client will jeopardize the privilege protection that would otherwise cover such communications and work product.

The Rudnicki Firm may be under an independent ethical duty to reveal privileged information if: (a) it involves the commission of illegal or fraudulent acts that are committed in the course of the Matter subject to these Terms; (b) it involves the intent to commit a crime; or (c) The Rudnicki Firm is required to disclose the information by applicable law or enforceable court order.

VII. CLIENT DOCUMENTS

During the engagement, The Rudnicki Firm will maintain all documents relevant to this representation. At the conclusion of this engagement, The Rudnicki Firm will retain Client's documents for a period of seven years unless Client request that they be returned to Client. If Client has not requested possession of the file or any of its contents at the end of seven years, the file will be destroyed in accordance with our record retention program.

VIII. TERMINATION OF ENGAGEMENT

The Rudnicki Firm has the right to terminate this engagement and Client agrees to allow The Rudnicki Firm to withdraw from this Matter for good cause, subject to an obligation to give Client thirty (30) days' notice to permit Client to obtain alternative representation, and subject to applicable ethical provisions. Good cause means: (a) Client's failure to honor the Terms of this engagement, including nonpayment of invoices; or (b) circumstances where our continued representation would be unlawful or unethical. In the event of termination by The Rudnicki Firm, we will provide Client with reasonable assistance in effecting a transfer of representation to new counsel.

Client has the right to terminate our representation at any time. If considering termination, The Rudnicki Firm requests that Client provide thirty (30) days notice prior to terminating our services. If there are any outstanding fees or expenses after the termination of representation, The Rudnicki Firm will send a final invoice. This final invoice will be due upon receipt. Termination of services does not relieve Client of its obligation to pay for any incurred or outstanding fees or expenses.

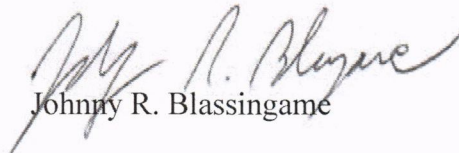
IX. ENTIRE AGREEMENT

These Terms, together with the Professional Services Agreement dated February 7, 2023, constitutes the sole and entire agreement between The Rudnicki Firm with respect to the Matter and the Client's engagement of the undersigned attorney, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the same. This Agreement may only be modified if agreed to in writing by both The Rudnicki Firm and Client.

The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this Matter or the legal services provided. We make no express warranties concerning our legal services, and expressly disclaim any implied warranties concerning them.

The Rudnicki Firm appreciates the opportunity to work with Client. Please indicate Client's acceptance of these terms by signing one copy of this letter and returning it to me for our file.

Very truly yours,



Johnny R. Blessingame

I have read the preceding Terms of Engagement that detail The Rudnicki Firm's representation of Client in the Matter. I have the authority to agree to and verify the information listed in the Terms of Engagement on behalf of Client. Furthermore, the Client understands the Terms and agrees to abide by them.

Bethany-Warr Acres Public Works Authority

By: 

Date: March 7, 2023

Name: Nikki Lloyd

Title: Chairman

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 7th day of March, 2023, by and between The Bethany-Warr Acres Public Works Authority (“Authority”), a trust created for the furtherance of a public function, and Johnny R. Blassingame, an attorney licensed to practice law in the state of Oklahoma (“Attorney”). WITNESSETH:

WHEREAS Authority desires to retain Attorney to provide it professional legal services, advice and assistance in connection with its activities and the conduct of its affairs; and

WHEREAS Attorney, for consideration, desires to provide to Authority the professional legal services, advice and assistance as needed, required and requested by Authority.

NOW, THEREFORE, for and in consideration of the terms and conditions set out herein below, Authority and Attorney, the parties hereto, agree as follows:

1. Authority hereby engages and retains Attorney and his firm, subject to the terms of this Agreement and the Terms of Engagement attached as Exhibit 1 and incorporated herein by reference, to provide the Authority with professional legal services as needed and directed by Authority, and Attorney agrees to provide said professional legal services to the Authority.

2. The routine professional legal services contemplated by the parties to be provided by Attorney to the Authority on a regular basis include the following:

a) Attorney shall attend Authority meetings (regular, special or emergency) and be available at said meetings to address and respond to questions referred to him by Authority;

b) Attorney shall prepare Authority resolutions, contracts and other documents or instruments requested by Authority to be prepared by him;

c) Attorney shall conduct legal review of documents to be executed by or on behalf of Authority for his review, comment and approval as to form and/or legality; and

d) Attorney will meet and confer with others who may be conducting business for or with Authority as deemed necessary and requested by Authority.

3. In addition to the routine regular monthly professional legal services to be provided by Attorney to Authority described immediately above, Attorney shall provide to Authority such other legal services as Authority may direct and assign to Attorney through its individual Trustees and their authorized agents, including, by way of example but not necessarily limited to: representation of Authority in legal proceedings and similar hearings or, as may be in the best interests of the Authority, recommendation and referral to other counsel; conducting legal research on questions of law referred to him for purposes of providing Authority legal

advice or opinions; and attendance of and participation in such other or additional meetings and/or consultations as Authority may direct.

4. In consideration of and for the professional legal services to be provided by Attorney to Authority, and as compensation for services rendered, an hourly-rate payment for time expended by Attorney in providing professional legal services to Authority. A minimum charge of one (1) hour shall be imposed for Attorney's preparation for, travel to, participation in and return travel from meetings of the Authority. The hourly rate to be paid by Authority to Attorney for work and services provided under this Agreement is set forth in the Terms of Engagement and is subject to adjustment as provided therein.

5. In addition to the compensation to be paid by Authority to Attorney for professional legal services rendered as set out in paragraph number four (4) above, Authority agrees to reimburse Attorney for costs and expenses incurred and advanced by Attorney in providing services to Authority, said costs and expenses as more particularly described in the Terms of Engagement.

6. For compensation and Attorney-advanced costs and expense payments and reimbursement purposes, Attorney and/or his law firm shall prepare and present to Authority, on a regular monthly basis, an invoice and statement for services rendered and costs and expenses incurred, which invoice will describe and itemize services rendered, time expended by Attorney in rendering such services and a description of costs and expense incurred. Following Authority staff review and evaluation of Attorney's monthly invoices and statements, Attorney's statements and invoices shall be presented to Authority for final action and decision as Authority claims.

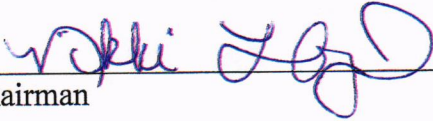
7. This Agreement together with the Terms of Engagement attached hereto, constitutes the sole and entire agreement between The Rudnicki Firm with respect to the Matter and the Client's engagement of the undersigned attorney, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the same. This Agreement may only be modified if agreed to in writing by both The Rudnicki Firm and Client. To the extent of any conflict between the terms of this Agreement and the Terms of Engagement, the provisions of the Terms of Engagement shall govern.

[SIGNATURE PAGE FOLLOWS]

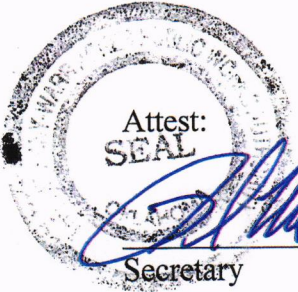
SIGNATURE PAGE — PROFESSIONAL SERVICES AGREEMENT

APPROVED AND AGREED TO the date first appearing above by:

Bethany-Warr Acres Public Works Authority



Chairman



Secretary

Attorney



Johnny R. Blassingame
The Rudnicki Firm