

JOINT PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is entered into by and between The City of Oklahoma City, a municipal corporation (hereinafter referred to as "CITY"), the Oklahoma City Municipal Facilities Authority, a public trust with the CITY as its sole beneficiary (hereinafter referred to as the "OCMFA"), and McAfee & Taft, P.C. (hereinafter referred to as "FIRM"),

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, the CITY, the OCMFA, and the FIRM agree as follows:

I. PROFESSIONAL SERVICES

1. The FIRM shall perform professional services involving labor relations and labor law matters relating to the negotiation of collective bargaining agreements (CBA) between the CITY and The International Association of Fire Fighters, Local 157 (IAFF), the CITY and the Fraternal Order of Police, Lodge 1123 (FOP), pursuant to the Fire and Police Arbitration Act (FPAA), and the CITY and the American Federation of State, County, and Municipal Employees, Local 2406 (AFSCME), all for City fiscal year 2024-2025 (FY 25).

2. Specific services to be provided by the FIRM hereunder may include or relate to, without limitation, the following:

a. The conduct of collective bargaining negotiations with the

AFSCME, IAFF and FOP bargaining agents for FY25, including any of the contract resolution procedures contained in the FPAA or in the CBA for AFSCME; the conduct of interest arbitration proceedings arising from collective bargaining negotiations with AFSCME, IAFF and FOP for FY 25, and legal consultations and advice related to City elections that may be held under the FPAA, 11 O.S. § 51-108 for FY25 for the FOP and IAFF bargaining units; and

- b. Unfair labor practice claims by the FOP or IAFF that arise from collective bargaining negotiations or interest arbitration proceedings for FY25.
- c. Legal consultation and advice on issues relating to employee benefits and taxation. The parties anticipate John Papahronis will provide expertise in this area, if necessary.

In providing such services, the FIRM shall receive directions from, and consult with, the Municipal Counselor's Office, the City Council and the City Manager, or designees.

3. The parties agree that all services provided by the FIRM under this AGREEMENT will be considered professional services. All professional services of the FIRM under this AGREEMENT shall be provided pursuant to requests from and with the concurrence of the Municipal Counselor's Office, the City Council or the City Manager.

4. City staff from the Municipal Counselor's Office, the Division of Public

Management, the Division of Public Affairs, the City Manager's Office, the Human Resources Department, the Finance Department, the Police Department, the Fire Department, and other necessary or appropriate City personnel will provide support to the FIRM as requested, subject to the review of the City Manager for all personnel in the Division of Public Management and the Municipal Counselor for personnel in that office.

5. The CITY and the OCMFA recognize that the FIRM is a multi-service law firm that practices in many areas, some of which deal with municipal law. The CITY and the OCMFA will not use this AGREEMENT to assert a conflict of interest against members of FIRM'S law firm in the practice of law, except for matters arising from or enforcing rights under the FPAA, and hereby waives any such potential conflicts of interest. The CITY and the OCMFA also acknowledge that the FIRM'S representation of clients in matters adverse to the CITY or the OCMFA will not: (a) adversely affect the relationship between the FIRM and the CITY or the OCMFA in connection with the FIRM'S representation of the CITY in labor relations matters under this AGREEMENT; or (b) materially limit the FIRM'S representation in such matters. The FIRM shall obtain prior approval of the City Manager for any single item of expense in excess of Five Hundred Dollars (\$500.00).

6. Whenever practicable, copying of documents, depositions, transcripts, or other materials shall be performed by the CITY and provided to the FIRM.

II. TERM OF AGREEMENT

This AGREEMENT shall be considered to be effective on the date of execution, as set forth below, and shall remain in full force and effect until the receipt of the interest arbitration award or awards, and the conclusion of any negotiations, proceedings, litigations, and/or elections relating to the formation of collective bargaining agreements with AFSCME, the IAFF and the FOP for FY25; provided, this AGREEMENT may be sooner terminated upon thirty (30) days written notice of such termination being delivered by one party to the other.

III. FEES AND EXPENSES

1. To the extent that the FIRM performs professional services hereunder, the OCMFA shall compensate the FIRM for such services at the agreed hourly rate. The agreed hourly rate, for services provided under this AGREEMENT, shall be:

- a. Three Hundred Dollars (\$300.00) per hour for services performed by Tony Puckett;
- b. One Hundred Ten Dollars (\$110.00) for work performed by Legal Assistant Cynthia McHale, as needed; and
- c. Four Hundred Forty Dollars (\$440.00) per hour for services performed by John Papahronis.

2. The OCMFA shall reimburse the FIRM in full for reasonable expenses, if any, which are advanced by the FIRM on behalf of the CITY. The total cost of all

expenses provided for under this AGREEMENT shall not exceed \$5,000.00. Expenses shall be paid according to, and only if authorized by, the Business Expense Policies of the CITY dated October 23, 2007.

3. The FIRM shall prepare and submit itemized statements on a monthly basis to the Municipal Counselor's Office for professional services and expenses provided during the preceding month.

IV. INDEPENDENT CONTRACTOR

The individual attorneys of the FIRM, as named in section III(1) of this AGREEMENT, namely Tony Puckett and John Papahronis, shall be considered Special Municipal Counselors of The City of Oklahoma City, within the meaning of Article IV, § 7 of the Oklahoma City Charter, insofar as such status may be necessary to authorize each of them to carry out their work under this AGREEMENT, but the FIRM and each such attorney shall otherwise be considered to constitute independent contractors and not employees of the CITY or the OCMFA.

V. HOLD HARMLESS

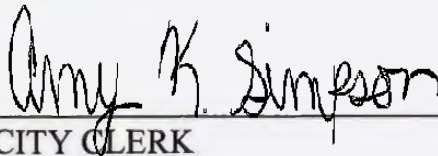
The FIRM shall defend, indemnify, and save harmless the CITY and the OCMFA from any and all claims and causes of action against the CITY or the OCMFA for damages or injury to any person or property arising solely out of, or in connection with, the negligent performance or negligent acts of the FIRM, its partners or employees under the terms of this AGREEMENT.

By: 
McAFEE & TAFT, P.C.

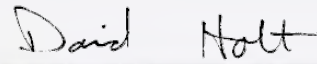
APPROVED BY THE COUNCIL AND SIGNED BY THE MAYOR OF THE
CITY OF OKLAHOMA CITY this 13TH day of FEBRUARY, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST:


CITY CLERK



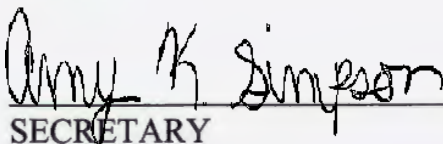


MAYOR

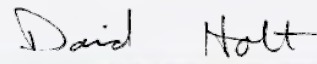
APPROVED BY THE TRUSTEES AND SIGNED BY THE CHAIRMAN OF
THE OKLAHOMA CITY MUNICIPAL FACILITIES AUTHORITY this 3TH day of
FEBRUARY, 2024.

THE CITY OF OKLAHOMA CITY
MUNICIPAL FACILITIES
AUTHORITY

ATTEST:


SECRETARY





CHAIRMAN

REVIEWED as to form and legality.


Assistant Municipal Counselor