

RETAINER AGREEMENT FOR LEGAL SERVICES
FOR DEFENSE OF WORKERS' COMPENSATION CLAIMS

THIS RETAINER AGREEMENT is made and entered into this 20TH day of JUNE, 2023, by and between the Oklahoma City Municipal Facilities Authority, a public trust, acting as agent for The City of Oklahoma City, hereinafter referred to as "OCMFA," and Hornbeek Vitali & Braun, P.L.L.C., hereinafter referred to as "Legal Counsel". The City of Oklahoma City shall be hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the OCMFA is authorized to contract for administration of services for implementing the City's self-insurance plan for workers' compensation; and

WHEREAS, the parties are desirous of entering into a retainer agreement for all legal services for the defense of the City's workers' compensation claims for a fixed legal services fee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE I. COMMENCEMENT AND TERMINATION

1. This Agreement shall be effective July 1, 2023, and shall remain in full force and effect through June 30, 2024.
2. This Agreement may be terminated by mutual consent or by any party with or without cause by giving sixty (60) days written notice to the other party.
3. As to any workers' compensation cases pending upon the expiration or termination of this Agreement, the OCMFA may exercise an option to authorize Legal Counsel to handle such cases until closure.

ARTICLE II. LEGAL SERVICES

1. Legal Counsel agree to provide the following legal services:

Defense of all workers' compensation claims, suits, or other proceedings brought under the Workers' Compensation Act against the City and the following public trusts and entities: the Oklahoma City Public Property Authority, the Oklahoma City Zoological Trust, the Oklahoma City Airport Trust, the Oklahoma City Development Trust, the Oklahoma City Water Utilities Trust, the Central Oklahoma Transportation and Parking Authority, and the National Urban Search and Rescue Response System. Said defense shall include but not be limited to the following activities:

- (a) Preparation of all pleadings and forms for submission to the Workers' Compensation Commission and the Court of Existing Claims, the Court en banc and the state appellate courts.
- (b) Preparation for defense of workers' compensation claims, including investigations and depositions, and such other preparation felt necessary in the professional judgment of Legal Counsel, and arranging for documentary and testamentary evidence.
- (c) Appearance before the Workers' Compensation Commission and Court of Existing Claims, the Court en banc, and the appellate courts of the State of Oklahoma.
- (d) Preparation of all trial and appellate briefs.
- (e) Negotiation, settlement and/or affecting the compromise of workers' compensation claims or suits. The limit on any discretionary payment by Legal Counsel for a qualified claim or loss, or for allocated loss expenses shall be less than \$10,000.00 for payment of temporary total disability, permanent partial disability, disfigurement, and permanent total disability benefits and any bonus, agreed denials and an unlimited amount for the remaining allocated loss expenses, including but not limited to medical treatment and wages in lieu of compensation. Provided, however, any lump sum Form CS-339-A/Joint Petition or CS-339-B/Form 14 settlement of awards for City employees shall be submitted to the City and the OCMFA for joint approval and rendition of judgment, as authorized by Art. 10, Section 28 of the Oklahoma Constitution, 85 O.S. § 42, and 62 O.S. §§ 365.1 *et seq.* Provided, however, the awards of Trust employees are not reduced to judgment.
- (f) The discretionary settlement limit may be changed at any time by the OCMFA and the City upon written notice to Legal Counsel.

- (g) Written notification to Risk Management and the Municipal Counselor's Office of possible subrogation cases, and as requested by the Municipal Counselor's Office. Legal Counsel shall use professional judgment and assist with subrogation cases on behalf of the City's best interest regarding the use of such legal services and shall confer and cooperate with Risk Management and the OCMFA and obtain written approval of the Municipal Counselor's Office prior to settling any subrogation case. Further, Legal Counsel shall provide written notification of any subrogation claim when an Order or Joint Petition is entered.
 - (h) Legal Counsel and any subcontractor attorney retained by Legal Counsel are expected to work independently of each other on the cases assigned to each firm and it is understood and agreed by OCMFA that Legal Counsel shall be responsible for the work or services provided by any subcontractor that it retains.
 - (i) Settlement recommendations to be provided for all files in which a Settlement Demand is received from Claimant Counsel and/or Mediation is recommended.
 - (j) Copies of all Orders and Joint Petitions shall be sent to assigned adjuster and copied to the Workers' Compensation Administrator and Workers' Compensation Administrative Coordinator. Additionally, Legal Counsel shall set task for five days to ensure they have received a notice of an Order - with Council Date, Council Packet completed and outline of checks/amounts to be processed out of Risk; If the case is a Joint Petition, a notice of processing and checks to be issued.
2. Legal Counsel agrees to cooperate with Risk Management and the Municipal Counselor's Office of the City by:
- (a) Preparing all documents for payments of compromise settlements and orders.
 - (b) Preparing and providing reports to the OCMFA regarding workers' compensation claims.
 - (c) Timely and accurate preparation of all memoranda and resolutions submitted to the City and/or the OCMFA for authorization of judgments or payments over and above the discretionary settlement limit.
 - (d) Assisting Risk Management, the City and its Trusts in conducting investigations as deemed necessary for the defense of such workers' compensation claims.
 - (e) Attending monthly workers' compensation meetings with City representatives and others as requested by Risk Management or Legal Counsel and providing a monthly calendar of trial/motion dates.
 - (f) On-site quarterly meetings to review any current issues, legal updates, changes in the law, staffing of files, general discussions regarding handling of files.

- (g) Providing Risk Management and the Municipal Counselor's Office with copies of all orders; discovery requests, depositions within a reasonable time; and status of all claims.
 - (h) Providing other legal services to the City, the OCMFA, or Risk Management, as deemed appropriate.
 - (i) Providing a centralized contact person (legal assistant, administrative aide, or legal secretary) to coordinate verbal communications and written correspondence, and to prepare legal pleadings and the City Council/Trust docket items.
 - (j) Providing an e-mail address for electronic communications and electronic routing of City Council/Trust docket items and legal pleadings.
 - (k) Assist Risk Management and the Municipal Counselor's Office with any claim recommended for denial and any presumptive illness claim.
 - (l) Provide a means for emergency contact of Legal Counsel (cell phone or pager).
 - (m) Provide updates on legislation, legal issues, taxes, rules, and statutes affecting workers' compensation.
 - (n) Provide a verified monthly statement.
 - (o) Provide a written report for the previous month identifying the services provided for said month.
3. This Retainer Agreement to defend The City of Oklahoma City in workers' compensation matters does not include the defense of wrongful discharge, wrongful termination, wrongful retaliation or discrimination claims against the City of Oklahoma City.

ARTICLE III. FEES

1. The parties mutually agree the fees for year one (1) for said legal services shall be at a rate of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) per year to be paid by the OCMFA to Legal Counsel at the rate of Twenty-Seven Thousand Eighty-Three Dollars and Thirty-Three Cents (\$27,083.33) per month to be billed at the end of the month and paid to Hornbeek Vitali & Braun, P.L.L.C. In the event this Agreement is terminated before the end of the term, the fees shall be prorated for services rendered and no remaining fees shall be owed for the remainder of the term. Legal Counsel's total legal services fee for all services rendered for the term of this Agreement shall be the flat fee of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) for the one-year term. Legal Counsel shall submit a monthly-verified statement of services rendered by the tenth of each month.
2. The total fee for the one-year term provided herein is Three Hundred Twenty-Five Thousand Dollars (\$325,000.00). Such costs referred to in the first sentence of this paragraph do not include the costs for (1) transcripts; (2) transcribing depositions; (3) any appeals;

(4) medical appointments; (5) travel for claimants; (6) medical records; or (7) subpoena and witness fees, which the OCMFA agrees to pay in addition to the legal services fee.

3. **Subcontracting.** Assignment and/or transfer of legal services covered by this Agreement to any other legal firm or lawyer is prohibited without the prior written approval of OCMFA and concurrence by the City Council. However, in the event that a conflict of interest arises, or the volume of work/number of claims, etc. rises to a level that adversely impacts the ability of Legal Counsel to render the legal services required under this Agreement, Legal Counsel may request the right to subcontract said services to a comparably qualified workers' compensation lawyer or firm. The request shall be made in writing to the Risk Manager who shall consult with the Municipal Counselor's Office. The Risk Manager and Municipal Counselor's Office shall jointly agree to approve the request. In such case the terms and conditions of this Agreement shall apply to the approved subcontractor and Legal Counsel shall obtain written acknowledgement from the approved subcontractor. Unless otherwise agreed by OCMFA, any fees paid to the subcontractor shall come solely from the fees paid to Legal Counsel under this Agreement. Legal Counsel shall be solely responsible for payment of any fees owed to the subcontractor and agrees to indemnify and hold harmless the OCMFA and City from any claims made by the subcontractor against the OCMFA or City for fees owed to subcontractor.

ARTICLE IV. MALPRACTICE INSURANCE

Each Legal Counsel agrees to furnish certificates of malpractice insurance on forms approved by the State Insurance Commissioner. The certificates of insurance shall be attached to this Agreement.

ARTICLE V. INDEPENDENT CONTRACTOR AND INSURANCE

Each Legal Counsel is an independent contractor and not an employee of the City or the OCMFA, or of the firm or entity of the other Legal Counsel, and each agrees to furnish the following certificates of insurance, which shall be attached to this Agreement:

- a. Statutory Workers' Compensation and Employer's liability; and
- b. Comprehensive General Liability. Not less than \$175,000.00 for any person; and \$1,000,000.00 for any one accident for bodily injury, including death; and \$25,000.00 for any one accident for damage to property.

ARTICLE VI. ERRORS AND OMISSIONS

No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this Agreement, provided such errors or omissions are rectified as soon as discovery is possible. Legal Counsel may be held accountable for any deliberate or willful failure to carry out lawful corrective instructions of the Board of Trustees of the OCMFA or the Municipal Counselor or the Risk Manager or their designees with respect to any specific matter handled by the Legal Counsel.

ARTICLE VII. PERFORMANCE REVIEW

Legal Counsel will be given a quarterly performance review by the Risk Manager, based upon the criteria set forth in Article II of the Agreement.

ARTICLE VIII. INDEMNIFICATION

Legal Counsel shall defend, indemnify and save harmless the OCMFA, the City and the following public trusts' employees: the Oklahoma City Public Property Authority, the Oklahoma City Zoological Trust, the Oklahoma City Airport Trust, the Oklahoma City Development Trust, the Oklahoma City Water Utilities Trust, the Central Oklahoma Transportation and Parking Authority and the National Urban Search and Rescue Response System 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 Legal Counsel or employees of same under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and affixed their seals as of the date and year first written above.

[Remainder of page is intentionally blank. Separate signature pages to follow.]

**AGREEMENT FOR LEGAL SERVICES FOR DEFENSE OF
WORKERS' COMPENSATION CLAIMS**

**SIGNATURE PAGE FOR LEGAL COUNSEL
HORNBECK VITALI AND BRAUN, P.L.L.C.**

APPROVED by the firm of Hornbeck Vitali & Braun, P.L.L.C., and signed by

J. Tyler Worton, its authorized agent this 12th day of May, 2023.


Hornbeck Vitali & Braun, P.L.L.C.

**AGREEMENT FOR LEGAL SERVICES FOR DEFENSE OF
WORKERS' COMPENSATION CLAIMS**

**SIGNATURE PAGE FOR THE OKLAHOMA CITY MUNICIPAL FACILITIES
AUTHORITY**

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Municipal
Facilities Authority, Oklahoma, this 20TH day of JUNE 2023

ATTEST

Amy K. Simpson
Secretary



David Holt
Chairman

REVIEWED for form and legality.

Richard E. Mahoney
Municipal Counselor



OKLAHOMA ATTORNEYS
MUTUAL INSURANCE COMPANY

CERTIFICATE OF INSURANCE OKLAHOMA ATTORNEYS MUTUAL INSURANCE COMPANY

This is to certify that the insurance policies (described below by a policy number) written or forms in use by the company have been issued. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any policy referred to herein.

Name and Mailing Address of Insured:

Hornbeek Vitall & Braun PLLC
3711 N Classen Boulevard
Oklahoma City, OK 73118

Company Name:
Oklahoma Attorneys Mutual Insurance Co.
NAIC #39411

Address:
P.O. Box 5590
Edmond, OK 73083-5590
(405) 471-5380

Telephone:
May 8, 2023

<u>Insurance Type</u>	<u>Policy No.</u>	<u>Policy Effective Date</u>	<u>Policy Expiration Date</u>	<u>Limits of Liability</u>
Lawyers Professional Liability	61965-23	January 4, 2023	January 4, 2024	Per Claim: \$1,000,000 Policy Aggregate: \$1,000,000 Deductible: \$ 5,000

1. (Authorized Representative)

Issued to: OKC Municipal Facility Authority

cc: Insured(s)



OKLAHOMA ATTORNEYS
MUTUAL INSURANCE COMPANY

CERTIFICATE OF INSURANCE OKLAHOMA ATTORNEYS MUTUAL INSURANCE COMPANY

This is to certify that the insurance policies (described below by a policy number) written on forms in use by the company have been issued. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any policy referred to herein.

Name and Mailing Address of Insured:

Hornbeek Vitall & Braun PLLC
3711 N Classen Boulevard
Oklahoma City, OK 73118

Company Name:

Oklahoma Attorneys Mutual Insurance Co.
NAIC #39411

Address:

P.O. Box 5590
Edmond, OK 73083-5590
(405) 471-5380

Telephone:

Date:

May 8, 2023

Insurance Type

Policy No.

Policy Effective Date

Policy Expiration Date

Limits of Liability

Lawyers Professional Liability

61955-23

January 4, 2023

January 4, 2024

Per Claim:


\$1,000,000

Policy Aggregate:

\$1,000,000

Deductible:

\$ 5,000


(Authorized Representative)

Issued to:

The City of Oklahoma City

cc: Insured(s)



HORNVT-01

LPATTERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Rich & Cartmill, Inc.
9401 Cedar Lake Avenue
Oklahoma City, OK 73114

CONTACT NAME: Lea Ann Patterson**PHONE**
(A/C, No, Ext): (405) 418-8627**FAX**
(A/C, No):**E-MAIL ADDRESS:** lpatterson@rcins.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Twin City Fire Insurance Co

29459

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

Hornbeek Vitale & Braun PLLC
3711 N Classen Blvd
Oklahoma City, OK 73118

COVERAGES

CERTIFICATE NUMBER:**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			38SBAVL4502	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 50,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			38SBAVL4502	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			38SBAVL4502	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in KH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

OKC Municipal facility Authority
420 W Main Ste 630
Oklahoma City, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



HORNVT-01

LPATTERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2023

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INSURER A: Twin City Fire Insurance Co

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	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		38SBAVL4502	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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AUTHORIZED REPRESENTATIVE