

## **JOINT RESOLUTION**

**JOINT RESOLUTION AUTHORIZING COLLINS, ZORN & WAGNER, P.C. TO REPRESENT MUNICIPAL EMPLOYEE OKLAHOMA CITY POLICE OFFICER BRANON LEE IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA, CASE NUMBER CIV-22-209-D, STYLED: CHARLES KALEB VANLANDINGHAM, ADMINISTRATOR FOR THE ESTATE OF CHARLES LAMAR VANLANDINGHAM V. THE CITY OF OKLAHOMA CITY, ET AL.,**

**WHEREAS**, Oklahoma City Police Officer Brandon Lee was employed by the City of Oklahoma City at all times material to the case in the United States District Court for the Western District of Oklahoma, Case Number CIV-22-209-D, styled *Charles Kaleb Vanlandingham, Administrator For The Estate Of Charles Lamar Vanlandingham v. The City of Oklahoma City, et al.*, and,

**WHEREAS**, Plaintiff is seeking to recover damages from the Defendant Officer for allegedly violating certain civil rights of the Plaintiff by his actions on September 15, 2019; and,

**WHEREAS**, the Defendant Officer has requested that the City provide legal representation on his behalf; and,

**WHEREAS**, there exists a potential conflict of interest between the City and this employee if Plaintiff is able to prove his allegations; and,

**WHEREAS**, this officer has requested that the City retain Collins, Zorn & Wagner, P.C. to represent him in this lawsuit; and,

**WHEREAS**, the Oklahoma City Municipal Facilities Authority has entered into a Comprehensive Retainer Agreement with Collins, Zorn & Wagner, P.C. to provide legal services on behalf of Oklahoma City Police Officers in these circumstances.

**NOW BE IT RESOLVED BY THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY MUNICIPAL FACILITIES AUTHORITY** that Collins, Zorn & Wagner,

P.C. is hereby retained as legal counsel on behalf of the City employee in the above-referenced case pursuant to the terms and conditions of their Agreement reserving unto the City further rights of indemnification as to the payment of any demands, claims or attorney fees, both in his defense or the plaintiff's prosecution of this case or judgment, resulting from this litigation as provided by 11 O.S. §23-102, 51 O.S. §§153, 162, and Oklahoma City Municipal Code §§2-321 through 2-325, inclusive, from this officer if it should be determined or decided by the Court or a jury or by the City Council of the City of Oklahoma City that the defendant officer was acting outside the course and scope of his employment with the City of Oklahoma City.

**ADOPTED BY THE COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF OKLAHOMA CITY** this 26th day of April, 2022.

ATTEST:

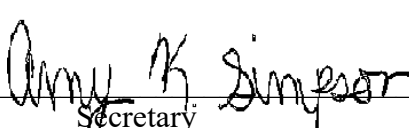
  
\_\_\_\_\_  
City Clerk




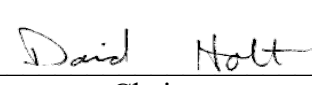
  
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Mayor


**ADOPTED BY THE TRUSTEES AND APPROVED BY THE CHAIRMAN OF THE OKLAHOMA CITY MUNICIPAL FACILITIES AUTHORITY** this 26th day of April, 2022.

ATTEST:

  
\_\_\_\_\_  
Secretary



  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Assistant Municipal Counselor

**REVIEWED** as to form and legality.

