

Eric S. Eissenstat  
Director

Direct 405.606.4760  
eseissenstat@phillipsmurrah.com

April 13, 2022

Craig B. Keith  
200 N. Walker Ave.  
Oklahoma City, OK 73102

**Re:   *The City of Oklahoma City Water Utilities Trust et al. v. Vadnais Trenchless Services*** – Multi-million dollar Change Order request

Dear Craig:

Thank you for requesting Phillips Murrah P.C. assist you with respect to the above referenced matter. This letter will serve to confirm our understanding regarding that engagement and any future matters in which you or any affiliated entity engage our firm. While I recognize this letter has a formal tone, please be assured the formality is intended only to ensure complete understanding of our representation and to assist in your management of legal services and expenses. Our understandings are as follows:

1.     Scope of Engagement. Our firm will represent The City of Oklahoma City and Oklahoma City Water Utilities Trust in connection with the above referenced matter and any future matters at your request. The effective date of the engagement is March 24, 2022. During the course of the engagement we will, of course, work closely with you, Sherri Katz, and any other representatives you designate.
2.     Personnel. Eric S. Eissenstat will primarily be responsible for the engagement. To provide quality legal services to you in an efficient and economical manner, other attorneys, legal assistants and law clerks with lower or different billing rates than the above referenced attorney(s) may be utilized as needed. Additionally, it is our firm's practice to send copies of all correspondence, documentation and other work product to our client and its designated representatives when received or generated by our firm, unless otherwise instructed by our client.
3.     Fees; Charges. Our firm's legal fees are computed on the basis of the time expended by the firm's personnel. Based on our experience in similar matters, we would anticipate the engagement will be met primarily by myself and the other assigned professionals, at the hourly rate shown on the attached Schedule. The indicated rates and charges will be effective until December 31, 2022, after which date the basis for computing charges will be subject to adjustment. If we believe

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professionals other than those identified on the attached schedule are necessary we will seek approval before they are added.

4. Litigation Expense Awards. As this engagement involves litigation, the parties may agree, or the court might order, that another party to such litigation pay some or all of our fees and expenses. Under applicable Oklahoma law, funds paid by reason of such agreements or orders belong to you and our firm has no interest in the funds. Any agreement or order obligating another person to pay your attorneys' fees and expenses will entitle you to seek reimbursement from the appropriate party, but will not affect your obligation to pay our fees and expenses as provided in this letter.

5. Termination. Either you or our firm may terminate the engagement herein at any time and for any reason by giving written notice of termination to the other party. In the event of a termination, you agree to pay our firm's outstanding fees and expenses to the date of termination and our firm agrees to cooperate in all ways reasonably requested in the transfer of pending matters to successor legal counsel. All files generated by our firm are the property of our firm; however, on payment of our firm's outstanding fees and expenses and the expenses of reproduction, copies of our files relating to the engagement will be delivered as you request, excluding items that are proprietary to us (such as our notes, internal memoranda and other communications) (collectively, "Firm Proprietary Items").

6. Client Files and Original Documents. You agree we have the right to destroy the client files we create for you five (5) years after we cease to actively represent you (i.e., after we last perform legal services on any matter, for you). Your "client files" consist of all paper and electronic copies of signed documents, drafts of any documents that have not yet been signed or otherwise finalized, documents and information sent to us by you or third parties (such as recorded instruments, beneficiary designations, financial information and business and property agreements), correspondence and other written communications between us and others that pertain to this matter. You agree that any Firm Proprietary Items are not part of your client files.

You are responsible for notifying us in writing if you would like any of your client files referenced above prior to the five (5) year time frame set out above.

We do not hold original documents for clients. Therefore, you will have to make arrangements to safeguard any original documents. If you do leave original documents with us, and it has been more than five (5) years since our last representation on a matter, we have the right to destroy those documents as part of your client files.

7. Entire Agreement. This letter and the attached Schedule contain the entire agreement between you and our firm. It is understood that any deletions, additions or changes must be evidenced by a written agreement modifying this letter, signed by both you and our firm. We understand this agreement may be approved by The City of Oklahoma City, and/or The City of Oklahoma City Utilities Trust.

City of Oklahoma City

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We will be pleased to address any questions or comments you might have concerning our agreement, and are available to attend any meeting or discuss the agreement. If the foregoing is acceptable, please, have the City of Oklahoma City Water Utilities Trust approve and execute the contract at their next meeting.

Thank you for the confidence you have shown in our firm. We look forward to a mutually rewarding professional relationship.

Very truly yours,

A handwritten signature in black ink, appearing to read 'E. Eissenstat', written over a horizontal line.

Eric S. Eissenstat  
For the Firm



**APPROVED** by the Trustees and signed by the Chairman of the Oklahoma City Water

Utilities Trust this 26th day of April, 2022.

**OKLAHOMA CITY WATER  
UTILITIES TRUST**

Amy K. Simpson  
SECRETARY



Joe Cook  
CHAIRMAN

**APPROVED** by the Council and signed by Mayor of The City of Oklahoma City this

26th day of April, 2022.

Amy K. Simpson  
CITY CLERK



**THE CITY OF OKLAHOMA CITY**

David Holt  
MAYOR

**REVIEWED** for form and legality.

Craig B Keith  
ASSISTANT MUNICIPAL COUNSELOR

**PHILLIPS MURRAH P.C.**  
Schedule of Charges

Billing Rates

<u>Attorneys</u>	<u>Hourly Charge</u>
Eric S. Eissenstat	\$425.00
John M. Bunting	\$325.00
Justin G. Bates	\$215.00
Paralegal	\$145.00

Invoices for services to The Oklahoma City Water Utilities Trust and to the City Of Oklahoma City, as beneficiary of the Trust, will be submitted to and paid by The Oklahoma City Water Utilities Trust. We typically submit invoices for services rendered on a monthly basis when the aggregate amount of the billing exceeds \$100.00. We will send you or your designee monthly invoices with fees itemized on a daily basis, with a listing of out-of-pocket reimbursable expenses. Should you require invoices be presented in a particular format or forwarded to a different address, please advise.

Reimbursable Expenses

Court costs, filing fees, recording fees, process service fees, depositions fees, transcript costs, evidence costs, including photographs, investigative services, witness fees, affidavits and other similar expenses, including standard Westlaw and other computerized research, are billed at our cost.

Printing, book binding, typesetting, outside copying and similar charges are billed at our cost. Internal copying is billed at \$0.15 per copy.

Postage, certified mail, express mail, courier services and similar charges are billed at our cost. International facsimile transmissions and international long distance calls are billed at our cost.

Coach air fare, automobile rental, parking, ground transportation expenses, lodging, meals and similar charges incurred in travel (if travel becomes necessary) are billed at our cost. Mileage is billed for the use of our firm's employees' automobiles at the current rate approved by the I.R.S.

Other expenses paid to third parties whom are approved by you will be billed at our cost.

