4a

City Contract

Version 5.5 released on 7/1/25

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.

UB 0122122

CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____
Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

☐ Scanned Date: _____
☐ Posted Item #: _____

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase

● New Contract ○ Renewal ○ Amendment ○ Statutory Change Order ○ Supplemental Documentation ○ Quantity Adjustment ○ Final Payment ○ Permission to Continue ○ IDP Formal Acceptance ○ Terminate/Cancel

Data Sharing

○ Yes ● No

This contract will involve data sharing or data transfers.

Board Approval
Regional Metropolitan Utility Authority

Other Board Name

City Council Approval
○ Yes ● No

Contract Number
139830

Department
Water and Sewer

Contact Name
Eric Lee

Email
elee@cityoftulsa.org

Phone
918-596-7274

Vendor Name(s)
Franden | Farris | Quillin | Goodnight | Roberts + Ward, PLLP

Vendor Number
840

Description (Subject)
RMUA Legal Representation Franden | Farris | Quillin | Goodnight | Roberts + Ward, PLLP

This should match the Munis description field but should be different from Contract Type or Subtype

Contract Type
Misc. Agreements

Contract Subtype
Outside Lgal Svcs

Bid/Project Number

Contract Amount
$8,166.25

Site Address

Site Parcel No.

IDP, Real Property, or other property related contract address

Budget

Contract Funding Type

○ No Payment Involved
○ Revenue Contract
● **Expense Contract**

Affidavit of Claimant should be attached to the contract for Expense Contracts

Funding Source(s)

9508900 531501: $8,166.25

TOTAL: $8,166.25

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-$10.00) or Project String-Amount (144104.AbstrTitle5413102.6001-4043122-541102-$30,000.01)

Approvals

Department: _____ **Date:** 7.15.2026
Legal: _____ **Date:** _____
Board: _____ **Date:** _____
Mayor: _____ **Date:** _____
Other: _____ **Date:** _____

Policy Statement

Background Information

Professional Services for legal representation for RMUA in the amount of $8,166.25

Provide background information on the requested action.

Summation of the Requested Action

Presented for approval is Franden | Farris | Quillin | Goodnight | Roberts + Ward, PLLP's Professional Service Agreement for legal representation of the Regional Metropolitan Utility Authority ("RMUA"). The last contract RMUA entered with Franden | Farris | Quillin | Goodnight | Roberts + Ward, PLLP was during October 2024 which provided for a monthly retainer of $642 and a yearly total of $7,704.00. The new contract presented for approval will increase the legal representation costs by 6% to take into account inflation since 2024. The new contract rate will begin on October 1, 2026.

Summarize the pertinent details of the requested action

Other Pertinent Details

Provide any additional information that should be considered when considering approval of this contract document

Processing Information for City Clerk's Office

Post Execution Processing

- ☐ Mail vendor copy (addt'l signature copies attached)
- ☐ Must be filed with other governmental entity
- ☐ Addt'l governmental entity approval(s) required

Additional Routing and Processing Details

PROFESSIONAL SERVICES AGREEMENT

FOR

LEGAL REPRESENTATION

The Regional Metropolitan Utility Authority ("RMUA"), a Public Trust, desires to enter into this contract for legal representation with the law firm Franden | Farris | Quillin | Goodnight Roberts + Ward, PLLP, a Professional Limited Liability Partnership ("the Firm"), subject to the following terms, conditions, and general scope of representation.

I. TERM:

This Professional Services Agreement shall commence on October 1, 2026 and shall continue until such time as any of the parties terminate this Agreement with or without cause upon a two week written notice.

II. COMPENSATION:

RMUA shall pay the Firm a monthly retainer of $682. Upon payment of the monthly retainer of $682, all monthly legal services are considered earned and shall not be subject to refund. If desire, RMUA may pay the Firm quarterly.

III. CONTACT PARTNER:

Jeremy Ward, an equity partner with the Firm shall be the primary contact partner for all Firm services to be provided to RMUA. Jeremy Ward will have primary responsibility for the Scope of Representation but may use the services of other lawyers, paralegals, and employees of the firm as needed, and as he sees fit for the particular task to be completed. Jeremy Ward shall have sole responsibility to determine who at the Firm will complete certain tasks for the Client.

IV. SCOPE OF REPRESENTATION:

The Firm shall provide ongoing and continuous legal representation to RMUA per the Scope of Representation set forth herein.

- Jeremy Ward, or if unavailable another lawyer with the Firm, shall attend all meetings (including special. emergency, and executive sessions) for RMUA.
- Jeremy Ward, or if unavailable another lawyer with the Firm, shall attend all Committee Meetings the RMUA Board shall request.
- Jeremy Ward, or if unavailable another lawyer with the Firm, shall attend all meetings with the Mayor, his administrative staff, City Counsel, or City Legal at the request of RMUA.
- If requested, Jeremy Ward, or if unavailable another lawyer with the Firm, shall attend all meetings that relate to RMUA business and/or municipal, county, local, state, or federal laws, rules, or regulations relating to the Client's operations.
- The Firm shall provide legal representation concerning the Oklahoma Open Meetings Act and Oklahoma Open Records Act both during all meetings and answer questions at all other times when necessary.
- The Firm shall review, approve, and sign all necessary RMUA contracts.
- The Firm shall cooperate with City Legal to provide proper legal representation for RMUA.
- The Firm shall provide RMUA representation concerning its general business operations, orders of business, and compliance with all legal standards.
- The Firm shall review, revise, and draft normal business operation contracts and agreements for RMUA.
- The Firm shall review and draft legal documents and provide legal representation and opinions to RMUA concerning the following:
    - Lease agreements;

- Contracts;
- Agendas;
- Compliance with laws, rules, and regulations;
- Audit letters;
- Financing documents;
- Bidding proposals;
- Bonds;
- Customer assistance programs;
- Environmental compliance;
- Employment matters;
- Pending or prospective litigation;
- Lobbying efforts; and
- The Firm will conduct research and provide legal opinions as needed on the various subjects.

The following legal services are excluded from the Scope of Representation but may be added by separate contract if desired:

- Legal services for the benefit of entities other than RMUA;
- Entering an appearance as counsel of record for pending litigation and representing RMUA in such litigation;
- Entering an appearance as counsel of record for administrative proceedings and representing RMUA in such proceedings;
- Performing lobbying efforts;
- Completion of title opinions;

- Handling escrow services;
- Drafting unusual or atypical contracts;
- Performing real estate closings; or
- Acting as transaction counsel for mergers, acquisitions, and/or sales transactions.

V. COSTS AND EXPENSES:

All costs and expenses incurred during the Scope of Representation shall be the responsibility of the Firm. The only additional costs and expenses the Firm could be entitled to collect would pertain to excluded legal services and only be recoverable after a separate contract is agreed upon with the Client.

VI. CLIENT'S DUTIES:

In order to adequately represent RMUA, it is important that its representatives, be truthful, cooperate, and keep the representatives of the Firm informed of all factual and legal information necessary to provide legal services.

VII. CONFLICTS OF INTEREST:

The Firm shall notify RMUA of any actual or perceived conflicts of interest within a reasonable timeframe. No waiver of an actual or potential conflict will be valid unless approved by all Parties.

The Parties all understand that Jeremy Ward is currently counsel of record for the Grand River Dam Authority ("GRDA") in pending litigation relating to alleged dam caused flooding claims and the Firm has handled numerous litigation matters for GRDA during the last 30 years. GRDA and RMUA previously waived any potential conflicts associated with the joint representation and RMUA herein re-affirms the waiver of conflict.

VIII. CONFIDENTIALITY:

The parties understand and acknowledge that the Firm may obtain confidential information and documents during the course of the representation. Confidential information and documents shall not be disclosed to any unauthorized third party unless approved by all parties. The Firm shall be responsible for assuring that all confidential information is reasonably protected from public disclosure. Upon termination of this Professional Services Agreement, all confidential information in the Firm's possession shall be returned to RMUA upon written request.

IX. MEDIA RELATIONS:

All interviews or statements made by Firm representatives to the media must be approved in advance by the RMUA board.

X. MALPRACTICE INSURANCE:

The Firm shall maintain professional liability insurance acceptable to the RMUA board. Upon request the Firm shall provide a certificate of coverage from its liability insurance carrier to the Board for RMUA that provides RMUA will receive notice of any cancellation of the effective coverage. The Firm shall notify all Parties if its insurance coverage is canceled or lapses.

XI. NO ASSIGNABILITY:

This Professional Services Agreement is restricted to the Firm and may not be assigned by the Firm to any other person or entity.

XII. ACCEPTANCE:

This Professional Services Agreement constitutes the entire agreement between the Firm and RMUA and it supersedes all prior agreements, written or oral, relating to the subject matter set forth within this Professional Services Agreement. Any changes, revisions, or additions to this

Professional Services Agreement must be confirmed in writing, properly approved, and duly executed.

IN WITNESS WHEREOF, the Parties have executed this Professional Services Agreement on the respective dates herein below reflected.

Dated this _____ day of September, 2026.

Agreed to and approved by:



Jeremy Ward, Lawyer
Equity Partner with Franden | Farris | Quillin | Goodnight | Roberts + Ward, PLLP

THE REGIONAL METROPOLITAN UTILITY AUTHORITY

A Regional Utility Authority

_____ _____
Chair Date

ATTEST:

_____ _____
Secretary Date

APPROVED AS TO FORM:

_____ _____
Attorney for RMUA Date

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

The Undersigned of lawful age being first duly sworn. under oath, says that all invoices to be submitted pursuant to the terms of this Professional Services Agreement will be true and correct, the work, services, or materials furnished will be completed or supplied in accordance with the terms of this Professional Services Agreement or Scope of Representation and that the Affiant, and his company, have made no payment directly or indirectly, or given anything of value, to any elected official, officer, or employee of the City of Tulsa, Regional Metropolitan Utility Authority, or any beneficiary of the Regional Metropolitan Utility Authority, to procure this contract. Affiant further certifies that he, and his company, have complied with all applicable laws relating to equal employment opportunity.

FRANDEN | FARRIS | QUILLIN | GOODNIGHT
ROBERTS + WARD, PLLP

By: _____
Jeremy Ward, Equity Partner

Subscribed and sworn before me this 16th day of July, 2026.

_____
Notary Public

My commission expires: 04/05/2027
My commission number: 23004751

STEPHANIE KAYLINE REYNOLDS
Notary Public, State of Oklahoma
Commission # 23004751
My Commission Expires 04-05-2027