

**RETAINER AGREEMENT  
FOR PROFESSIONAL AND LEGAL SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Lawton, hereinafter referred to as “City” and The Love Law Firm, hereinafter referred to as “Firm”, for the professional services of Attorney Margaret McMorrow-Love, hereinafter referred to as “Love.”

**IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. The City agrees to retain Firm for the purpose of having attorney Love undertake representation of City in the pending grievance arbitration of IUPA Local 24 & Jerry Vallejo vs. City of Lawton, FMCS Case No. 220909-09142, and to provide reasonably necessary legal services in connection with the arbitration, including but not limited to: the representation of the City at the arbitration and the preparation, the submission of the City’s post-hearing brief to the arbitrator, and addressing any post arbitration award issues that the City may request.

2. All services performed by Firm under this Agreement shall be performed by Love as lead attorney. The rights and obligations of Love hereunder are not assignable without the permission of the City, as Love has unique skills and abilities, and specific performance is necessary. Any such purported assignment without the written consent of the City shall be void and, at the option of the City, this Agreement shall be terminated.

3. To the extent that Love performs all necessary services listed above, City shall compensate Firm at the rate of One Hundred Seventy Dollars (\$170.00) per hour. Additionally, the Firm will be compensated at a rate of Sixty Dollars (\$60.00) per hour for any paralegal of the Firm assisting Love in the representation; provided however, the City will not be charged for the services of both Love and a paralegal for the same work product. For example, should Love and a paralegal both attend the arbitration, the City will only be responsible for the hours billed by Love.

4. In addition, City shall reimburse Firm for necessary expenses such as court costs, travel mileage at the IRS approved rate for reimbursement for business use of an automobile, and any other similar expense items which are incurred by Firm. Firm shall be compensated at the rate of One Hundred Dollars (\$100.00) per hour for Love’s travel time.

5. Firm agrees that in the performance of this Agreement it will comply with all applicable local, state and federal laws.

6. Firm shall submit a claim for payment of services to the City Attorney, which payment will be made after approval of the claim by the City. The claim shall include, at a minimum, the date services were rendered, and the nature of services rendered, the time expended for services and the total amount claimed. Specifically, each invoice will identify the person performing the service, the time expended in increments of six (6) minutes and a brief statement of the service performed. The City shall be invoiced monthly for any services rendered.

7. The City Attorney for the City of Lawton shall be the City representative for all matters pertaining to this Agreement.

8. It is understood and agreed, with respect to the services, attorney Love will perform such services exclusively as an independent contractor to and not as an agent or employee of the City.

9. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

10. Firm agrees to prove the City upon request with proof of malpractice insurance coverage in the amount of \$1,000,000. Firm agrees to hold harmless the City and forever defend and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the City as a result of Love's performance under this Agreement.

11. This Agreement shall commence on May \_\_\_, 2023, and shall remain in full force and effect until thirty-days after the issuance of the arbitration decision/award by the arbitrator, subject to monies being appropriated to fund the Agreement beyond the City's current fiscal year(s). In the event funds are not appropriated to fund the Agreement beyond a current fiscal year, the Agreement will terminate at the end of the period for which funds were appropriated. For clarification, City's fiscal year runs from July 1 through June 30. This Agreement may also be terminated: (1) by mutual consent of the City and Firm in writing, or (2) Thirty (30) days from the date written notice is received by either City or Firm from the other. Additionally, the Agreement may be extended by written agreement of the parties to a date certain in order to address any post award issues that continue to exist beyond thirty days after the award is issued.

12. Upon expiration or sooner termination of this Agreement, Firm shall immediately deliver all pleadings, documents and materials related to Love's representation to the City Attorney, which shall become the property of the City.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the date and year first above written.

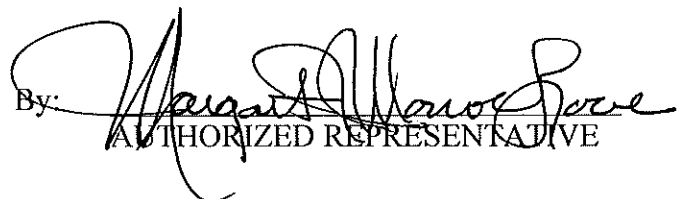
CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

By: \_\_\_\_\_  
STANLEY BOOKER  
MAYOR

ATTEST:

\_\_\_\_\_  
TRACI L. HUSHBECK  
CITY CLERK

Love Law Firm

By:  \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
TIMOTHY WILSON  
DEPUTY CITY ATTORNEY