

RETAINER AGREEMENT FOR PROFESSIONAL SERVICES WITH JEFF EISER

THIS AGREEMENT is made and entered into this 1st day of June, 2021, by and between the City of Lawton, Oklahoma (hereinafter referred to as "City"), and Jeff Eiser (hereinafter referred to as "Eiser").

WITNESSETH

WHEREAS, the City Attorney's Office is responsible for defending legal actions filed against the City which, from time to time, require the services of a Jail Operations and Administration Expert to evaluate documents and video/audio recordings, consult with the City Attorney's Office, and if necessary, provide either a video deposition or live testimony at trial; and,

WHEREAS, Eiser has demonstrated professional expertise as a Jail Operations and Administration Expert Witness, capable of evaluating documents and video/audio recordings, providing consultation with attorneys in connection with said evaluations, and if necessary, providing either video depositions or live testimony at trial.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

I. SERVICES

Eiser agrees to perform the following services, to wit:

- (a) To evaluate and assist in the preparation of the defense of any potential or pending claim or lawsuit; and,
- (b) To analyze all documents and video/audio recordings and any other material deemed relevant by legal counsel for the City in connection with any potential or pending claim or lawsuit; and,
- (c) To testify in court or by deposition, at trial or as part of the discovery process in connection with any potential or pending claim or lawsuit; and, if necessary,
- (d) Such other services listed in the Consultation Fee Schedule attached hereto as Exhibit "A" as may be required.

II. FEES

To the extent that Eiser performs necessary professional services for City, as described above, City shall compensate Eiser for such services at the rates set forth in the Consultation Fee Schedule attached hereto as Exhibit "A".

Eiser shall periodically 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, the nature of the services rendered, the time expended for services and the total amount claimed.

III. INDEPENDENT CONTRACTOR

While providing the professional service for the City described above, Eiser will be an independent contractor and not an employee of the City.

IV. COMMENCEMENT AND TERMINATION

This agreement shall commence on the 1st day of July, 2021, and remain in full force and effect through the 30th day of June, 2022, subject to funding availability.

This agreement shall terminate upon thirty (30) days prior written notice by mutual consent of the parties or by either party, with or without cause.

V. HOLD HARMLESS

Eiser shall defend, indemnify and save harmless City from any and all claims and causes of action against City for damages or injuries to any person or property arising out of and as a direct result of the negligent performance or negligent acts of Eiser under the terms of this agreement.

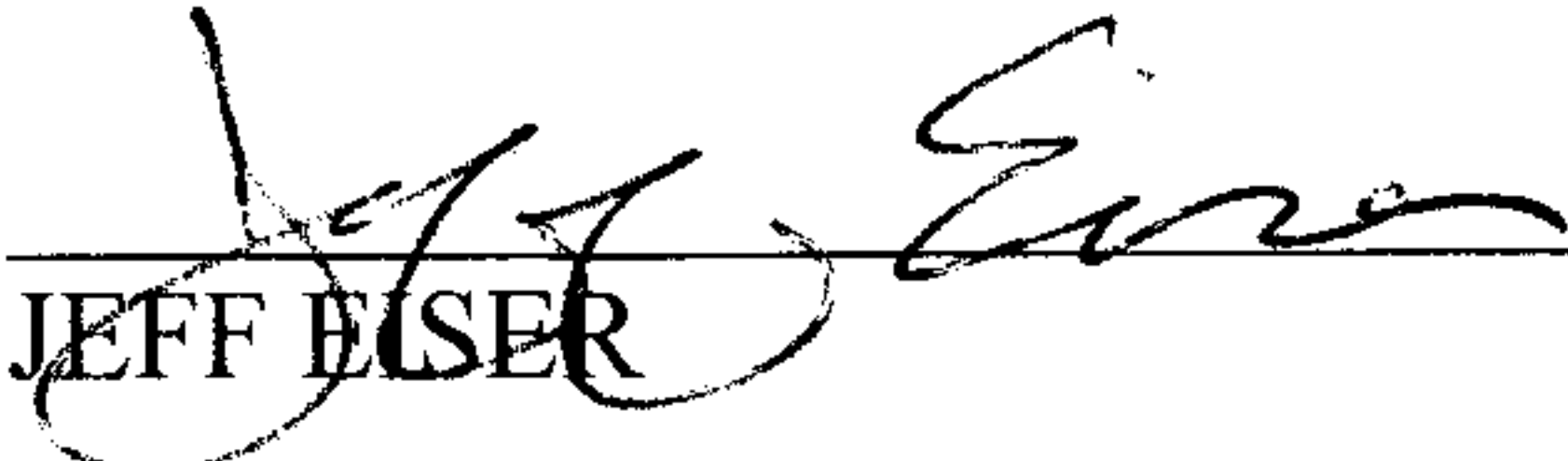
IN WITNESS WHEREOF, the parties have hereunto set their hands to this agreement this ____ day of _____, 2021.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

By: _____
STANLEY BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, City Clerk

By: _____
JEFF EISER

Approved as to form and legality this ____ day of _____, 2021.

JOHN M. RATLIFF, CITY ATTORNEY

Exhibit "A"

Retainer:	\$1,000 (first 6 hours of work will be deducted from this retainer)
Document Review, Research, & Writing Report:	\$175 hourly
Deposition:	\$1,200 per day
Trial Appearance:	\$1,200 per day (in-court to testify or \$1,000 per day on-site in waiting)
Site Visit and Analysis:	\$1,000 per day/visit (travel time to/from site and analysis)
Travel Expenses:	Reimbursement for mileage (at current IRS rate per mile), actual cost of lodging, airline ticket (if applicable) , local transportation costs (rental car, shuttle, etc.) and meals per diem of \$50.