

PROFESSIONAL SERVICE AGREEMENT
CLEVELAND COUNTY SHERIFF'S OFFICE

This Professional Service Agreement (Agreement) is made and entered into by and between the Cleveland County Sheriff's Office (CCSO) and Gary J. James, Attorney at Law, of Gary J. James & Associates, P.C., P.O. Box 2443, Oklahoma City, OK 73102 (Counsel).

I. SCOPE OF REPRESENTATION AND TERM

Counsel may provide representation as requested by CCSO for purposes of representation on scene of employees involved in the use of deadly force, incidents involving great bodily injury or death, preparation for interviews, and interviews surrounding those incidences as authorized by 19 O.S. § 527. This Agreement shall be effective upon execution by the last signor and shall remain in effect until June 30, 2026. This Agreement may be renewed for subsequent fiscal years upon the mutual written agreement of the parties.

II. COUNSEL REPORTS TO THE SHERIFF

Counsel agrees to keep the Sheriff informed of the status of the matters covered by this Agreement by:

- a. Communicating orally with the Sheriff or his designated representative, as needed and as requested by the Sheriff.
- b. Providing timely copies of all documents and correspondence.
- c. Submitting to the Sheriff a detailed monthly statement identifying by separate entries:
 1. Each date work was performed under the Agreement;
 2. The amount of time billed for the work;
 3. The attorney or paralegal billing for the entry;
 4. The hourly rate of the attorney or paralegal billing the entry;
 5. A description of the work performed; and
 6. The dollar amount billed for the entry.

- d. Monthly statements shall bill in arrears and be submitted on the 1st day of each month, or as agreed by the Sheriff.

- e. Counsel bills in 1/10th of an hour increments.

All written communications required above will be sent to the Sheriff.

III. CONFLICTS OF INTEREST

Counsel must conduct a conflicts check covering potential and actual conflicts of interest before representing the Sheriff of Cleveland County or employees of CCSO. Counsel must promptly notify the Sheriff in writing of all actual or potential conflicts. Counsel must disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation. No waiver of an actual or potential conflict will be valid unless in writing and executed by the Sheriff. Counsel must all obtain any necessary third party waivers in writing prior to representing Sheriff. Counsel will monitor whether any actual or potential conflicts arise in connection with Counsel's proposed representation of other parties or individuals while representing the Cleveland County Sheriff's Office and the Sheriff and shall promptly notify the Sheriff in writing of any such conflicts.

IV. TIMELY ACTION BY COUNSEL

By executing this Agreement, Counsel agrees to act in a timely manner in conducting work under this Agreement.

V. FEES AND EXPENSES: OUTSIDE COUNSEL OBLIGATIONS

The Cleveland County Sheriff's office agrees to pay Counsel an hourly fee which will not exceed the following hourly rates:

Attorney (Gary J. James): \$245.00 per hour maximum

Associate Attorneys \$235.00 per hour maximum

Paralegals

\$90.00 per hour maximum.

The Sheriff agrees to pay reasonable costs and expenses incurred in the duties as Counsel as follows:

- Necessary Copying Costs,
- Out-of-Pocket Long Distance Telephone Charges,
- Out-of-Pocket Automated Research Costs,
- Out-of-Pocket Postage Charges,
- Courier and Messenger Services,
- Mileage and Parking,
- Reasonable Travel Expenses if Travel is Required, including air fare.
- Lodging
- Other items as necessary if the Sheriff approves prior to expenditure.

Payment of fees, costs, and expenses shall be made within ten (10) days of approval.

At the discretion of Counsel, he may contract with outside counsel to assist in fulfilling the duties and obligations that arise under this contract. Of which, any firm or outside counsel whose services are sought shall be presented and approved by the Sheriff. Outside counsel shall be paid at an Associate Attorney rate and the standard Paralegal rate for any paralegal working on the matter. Counsel shall have the authority and is authorized to assign and shall supervise outside counsel. Outside counsel shall report directly to Counsel. Any and all billing shall be submitted to and approved by Counsel prior to being submitted to the Sheriff. Outside counsel shall adhere to the billing standards as set forth herein. Outside counsel shall carry professional liability insurance acceptable to the Sheriffs with appropriate and adequate coverage. Outside counsel will submit a Certificate of Insurance from its insurance carrier. Outside Counsel shall promptly advise Counsel if the insurance is canceled or lapses.

VI. MALPRACTICE INSURANCE

Counsel shall maintain professional liability insurance acceptable to the Sheriffs with appropriate and adequate coverage. Counsel will submit a Certificate of Insurance from its insurance carrier. Counsel shall promptly advise the Sheriff if the insurance is canceled or lapses.

VII. RIGHT TO AUDIT

The Sheriff shall have the right by use of internal or external resources to audit Counsel's time records and billings, upon reasonable notice provided in writing to Counsel. Counsel will cooperate with an audit request by providing reasonable access to appropriate records and personnel necessary to conduct an audit.

VIII. ACCEPTANCE

This Agreement constitutes the entire agreement between CCSO and Counsel and supersedes all prior agreements, written or oral, relating to the subject matter. Any change must be made or confirmed in writing, duly executed by both parties.

IX. ASSIGNABILITY OF AGREEMENT

This Agreement is personal in nature and may not be assigned by Counsel, except to the extent of the association of outside counsel to assist counsel in the performance of this agreement.

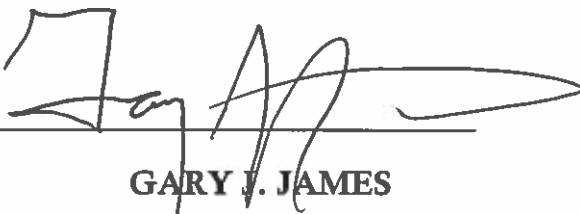
X. SEVERABILITY

In the event that any one or more of the provisions of this Agreement executed pursuant hereto shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties, underlying the invalid, illegal or unenforceable provision.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on, and is effective as of, the date set forth below.

Executed by Counsel this 15 day of MAY, 2026.

GARY J. JAMES & ASSOCIATES, P.C.

By: 
GARY J. JAMES

Executed by CCSO this _____ day of _____, 2026.

By: _____

ACTING SHERIFF MIKE FINLEY

Approved by the Cleveland County Board of County Commissioners this
_____ day of _____, 2026.

By: _____

CHAIRMAN JACOB MCHUGHES

By: _____

VICE CHAIRMAN RUSTY GRISSOM

By: _____

MEMBER ROD CLEVELAND

ATTEST:

COUNTY CLERK PAM HOWLETT

APPROVED AS TO FORM AND LEGALITY: _____

Assistant District Attorney