



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

October 9, 2015

Denise Northrup
Office of the Governor
2300 N. Lincoln Blvd., Ste. 212
Oklahoma City, OK 73105

Re: Request for Legal Representation by Private Attorney
AG Form 20i-2
Contract No.: **F-16 049-M0**
Transaction No.: **T-16 115**

Dear Ms. Northrup:

The Notice of Proposed Contract for Employment of Private Attorney(s) which was submitted to the Office of the Attorney General has been accepted for filing. You may use the file-stamped original we are returning as evidence of this acceptance.

If you have any questions, please do not hesitate to contact me or my assistant, Leesa Thompson at 522-2946.

Sincerely,

Kindanne C. Jones
Assistant Attorney General
Chief, Litigation Unit

Enclosure

[AG Receipt Date Stamp]

Oklahoma Attorney General
RECEIVED
OCT 08 2015

It

[AG Acceptance Date Stamp]

Oklahoma Attorney General
ACCEPTED
OCT 8 2015

JD

Transaction No: T-16 115

Contract No: F-16 049-MO

FOR OFFICIAL USE - DO NOT WRITE ABOVE THIS LINE

**NOTICE OF PROPOSED CONTRACT
FOR EMPLOYMENT OF PRIVATE ATTORNEY(S)
UNDER TITLE 74 O.S. SUPP. 1998, § 20i**

USE THIS FORM WHEN TOTAL COST OF THE TRANSACTION WILL REMAIN BELOW \$20,000.00.

Name of Agency or Official: Office of the Governor
Address: State Capitol, Room 212 Agency No: 305
Oklahoma City, OK 73105 Fax No: _____
Phone: 405-521-2342 Contact Person: Denise Northrup
Email Address : denise.northrup@gov.ok.gov

I. REQUIRED INFORMATION (You may attach additional sheets if necessary)

A. Attorney's Name: (Each individual attorney including associates must be indicated; firm names will not suffice)

Name: Robert McCampbell, Travis Jett

FEI/SSN: _____ Bar No. _____

Firm: Fellers Snider
(If Applicable)

Address: 100 N. Broadway, Suite 1700

City: Oklahoma City State: OK Zip: 73102

Phone: 405-239-7252 Fax: _____

E-mail Address: rmccampbell@fellerssnider.com

B. Citation of authority that permits the hiring of private attorney(s) by this agency or official: 74OS Section 20i

C. State the nature and scope of representation (Please describe the case, transaction or matter and attach any pleadings and the proposed contract):

n/a

D. State the reason(s) for not utilizing an in-house or staff attorney for this matter: n/a

E. Describe what actions were taken to obtain representation of the Office of Attorney General: n/a

F. State the total anticipated costs of proposed representation (This includes all amounts that you anticipate may be paid in this matter and is not limited to the current fiscal year):

i. Describe method of calculating fee, including applicable hourly rate of each attorney, paralegal, legal assistant or other person who will perform services: (NOTE: Each attorney must have previously filed a schedule of fee on Form 20i-1 with the Attorney General.)

ii. Describe method of calculating any other expenses to be reimbursed by the agency under this contract (i.e. photocopies, travel, long distance, etc.):

G. State the date the contract begins and the duration of the case, transaction or matter: 10/5/15

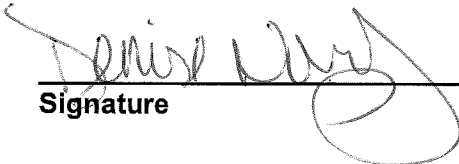
i If the contract is a multi-year contract state whether the contract contains a non-appropriation clause. If the contract does not contain a non-appropriation clause please state the exemption for not including a non-appropriation clause: _____

H. Please identify any previous or related contracts concerning this case, transaction, or matter and the fiscal year in which such contracts were entered: _____

I, the undersigned, after reasonable inquiry swear or affirm that the case, transaction or matter described in this Notice is not expected to cause this agency or official to incur a total cost equal to or exceeding Twenty Thousand Dollars (\$20,000.00) over its term.

I further understand that before the total costs of this case, transaction or matter equals or exceeds \$20,000.00, the agency or official must first apply for approval from the Office of the Attorney General.

AGENCY HEAD OR OFFICIAL



Signature

Denise Northrup, Chief of Staff

(Type Name) 10/7/15

(Date)

PLEASE SUBMIT ORIGINAL TO:

**Office of Attorney General
Attn: 20i Coordinator
313 N. E. 21st Street
Oklahoma City, OK 73105**

Upon acceptance of this Notice the original will be returned to you with an appropriate acceptance date stamp.

(REVISED 6/07)



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: _____
Supplier Legal Name: Fellers Snider Law Firm, P.C.

SECTION I [74 O.S. § 85.22]:

- A. For purposes of competitive bid,
1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.
- B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;
OR
 the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Robert McCampbell
Supplier Authorized Signature
Robert McCampbell
Printed Name
(405) 239-7252
Phone Number
(405) 232-9659
Fax Number

October 8, 2015
Certified This Date
Partner, Fellers Snider Law Firm P.C.
Title
RMcCampbell@FellersSnider.com
Email

AUDIT CLAUSE:

In accepting this contract the attorney(s) agrees to this audit clause which provides that books, records, documents, accounting procedures, practices or any other items of the service provider relevant to the contract are subject to examination by the agency, the State Auditor and Inspector and State Purchasing Director.

Robert McCampbell
Printed Name

Robert McCampbell
Signature

10/8/15
Date



FELLERS SNIDER
ATTORNEYS AT LAW

ROBERT G. McCAMPBELL
SHAREHOLDER
405.239.7252 (Direct)
RMcCampbell@FellersSnider.com

October 7, 2015

Governor Mary Fallin
Office of the Governor
2300 N. Lincoln Blvd., Room 212
Oklahoma City, OK 73105

RE: Engagement Letter

Dear Governor Fallin:

Fellers Snider is pleased to represent the Office of the Governor. In the interest of promoting cooperation and understanding of our relationship, this letter is to confirm the terms and conditions of our engagement.

Services to be Provided by Fellers Snider

Our representation will be to advise and represent the Governor's Office ("Office") in assisting the Attorney General's inquiry arising from the scheduled execution of Richard Glossip and any related matters. We expect to work closely with you and others at the Governor's Office.

The Office agrees to be candid and cooperative with this Firm and to provide us with accurate information, relevant documents, and communications relevant to this engagement. Further, the Office agrees to make personnel available as reasonably requested to assist in the representation.

Responsible Lawyers

I will have primary responsibility for the representation in this matter. I can be reached at the office (405) 239-7252, or by email at rmccampbell@fellerssnider.com. I will be assisted by Travis Jett, (405) 239-7269, tjett@fellerssnider.com. Also, my assistant is Lori Fenemore (405) 239-7230, lfenemore@fellerssnider.com, and you should not hesitate to ask for her assistance in the course of the representation.

October 7, 2015

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If at any time during the course of our representation you have any questions, concerns or problems with our services, please contact me at once. Our objective is to serve you effectively and efficiently.

Terms of Representation

Our legal fees in connection with representation will be based upon our hourly rates in effect at the time the legal services are rendered by the attorneys and legal assistants working on the matter. Hourly rates vary among attorneys and legal assistants and as to the type of work performed by the particular individual. We will be discounting our normal rates for this engagement and will use rates previously approved for work we have done representing state agencies. The discounted rates will be \$250 per hour for me and \$175 per hour for Travis Jett. I may assign tasks to other lawyers and paralegals at the Firm in order to provide legal services in a cost effective manner. We adjust our hourly rates annually on January 1 of each year.

We will bill you monthly for legal fees and expenses. We will provide you with a detailed monthly statement reflecting the services provided and the expenses advanced. Payment of the statement is due upon receipt. If we defer sending a statement for a period of time or until a specified event has occurred, such deferral will not impair our right to be paid for all legal services rendered and expenses advanced upon submission of our statement. If at any time you believe the fees and expenses are mounting too rapidly, please contact me immediately so I can assist you in evaluating how they may be curtailed in the future.

It is our policy to provide representation with the most effective support systems available. Therefore, in addition to our fees for legal services, our statements will also include charges for services such as: courier and other expedited communication, duplication, computerized research, travel, search and filing fees and court reporters. Large disbursements and/or fees and expenses of others (such as consultants, appraisers, and local counsel) will be discussed with you before being incurred and will generally be forwarded to you for direct payment by you to the supplier. We request that these invoices be paid promptly upon receipt. We will not assess a separate charge for word processing, secretarial work or other items of general Firm overhead. However, if our representation in this matter requires extensive staff overtime support or the hiring of temporary personnel in addition to our regular support staff, we will require reimbursement from you. We will seek your approval prior to incurring such expenses.

Termination

You may terminate this representation at any time for any reason with written notice to me. The Firm may terminate the representation at any time for any reason with written notice to you, subject on our part to the Rules of Professional Conduct.

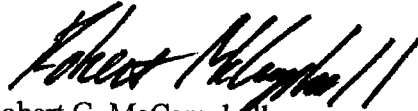
October 7, 2015
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Conclusion

Please let me know if the terms of this engagement letter are not acceptable to the Governor's Office or if you have any questions.

Again, we are pleased to have the opportunity to represent the Governor's Office, and we look forward to working with you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Robert G. McCampbell", written in a cursive style.

Robert G. McCampbell
for the Firm

RGM/lf



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ATTORNEYS AT LAW

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RMcCambell@FellersSnider.com

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Robert G. McCampbell
for the Firm

RGM/lf