

DATE: May 16, 2023

TO: Darrel Pyle, City Manager

FROM: Anthony Purinton, Assistant City Attorney *AP*

THROUGH: Kathryn Walker, City Attorney *KW*

SUBJECT: Engagement Agreement – Outside Legal Services for Affordable Housing Project



# office memorandum

City Legal has been vetting potential outside legal counsel for legal work relating to the future affordable housing project on Imhoff and Oakhurst. The complexity and novelty of the project, we feel, warrants the hiring of specialized counsel. Due to affordable housing being a niche area of practice, there are only a few firms that have relevant experience and those firms generally charge a premium for those services. However, City Legal is recommending engaging the Center for Economic Development Law because they have relevant experience on similar developments and we are already working with them on other City projects. The hourly rate they would offer is very reasonable as well, being significantly less than what other firms quoted.

The Engagement Agreement is attached for your review. The scope of the agreement would cover legal work needed for the affordable housing project, which generally includes negotiating and drafting all the documents relating to the project between the City and the selected developer. The pricing quoted by the firm would top out at \$325.00 an hour, which is around half of the highest hourly rate that the other firm quoted our office.

If you have no further questions or concerns and you are satisfied with the attached agreement, please sign and return.

attachments



CENTER FOR ECONOMIC  
DEVELOPMENT LAW

James Dan Batchelor  
Leslie V. Batchelor  
Emily K. Pomeroy  
Lisa M. Harden  
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405 232 4606

May 11, 2023

VIA EMAIL

Kathryn Walker  
City Attorney  
City of Norman  
P.O. Box 370  
201 West Gray  
Norman, OK 73070  
[kathryn.walker@normanok.gov](mailto:kathryn.walker@normanok.gov)

Re: Engagement for Legal Services – ARPA-Funded Affordable Housing

Dear Kathryn:

At your request, we are providing this agreement for professional legal services for advisement, negotiations, and documentation related to the City of Norman's use of federal ARPA allocations for affordable housing projects ("Project"). The Center for Economic Development Law ("Firm") appreciates the opportunity to assist the City of Norman ("City") with its economic development and redevelopment endeavors. This letter will serve to confirm our understandings regarding that engagement. Our understandings are as follows:

1. **Scope of Engagement.** The Firm will provide legal advice, consultation, and representation as may be requested by you, on behalf of the City, to assist with negotiation, acquisition, economic development activities, and other matters related to the Project that may arise ("Engagement"). The Engagement is anticipated to include the following: advising on the transactional and funding structure for affordable housing developments using ARPA funds (including both an initial development project and potential development of a revolving loan fund or similar program that will allow appropriated funds to be re-used on future development projects), drafting development agreement(s) and financial documents necessary for the Project, and other related or ancillary documentation or services necessary for the City to carry out the Project. During the course of the Engagement, we will, of course, work closely with you, the City Manager, other City staff, and any other representatives that you might designate.

2. **Personnel.** Jeff Sabin and Lisa M. Harden will be primarily responsible for the Engagement. In order to provide quality legal services in an efficient and economical manner, other attorneys, legal assistants, and law clerks might be utilized as needed.

3. **Conflicts.** Our conflicts review has not revealed any engagement in which any existing client matter is adverse to the City. Moreover, we do not anticipate accepting future representation adverse to the City's interests; however, because of the complex nature of our Firm's practice, unforeseen conflicts might arise. If such an actual conflict does arise, we reserve

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the right to request that you and such other client waive the conflict of interest in writing and let us implement appropriate screening procedures to ensure that none of our personnel who provide services in connection with this Engagement are actually involved in any unrelated, but adverse representation

4. **Termination.** Either the City or the Firm may terminate the Engagement at any time and for any reason by giving written notice of termination to the other party. In the event of a termination, you agree to pay our Firm's outstanding fees and expenses incurred to the date of termination and our Firm agrees to cooperate in all ways reasonably requested in the transfer of pending matters to successor legal counsel. All files generated by our Firm are the property of the Firm; however, on payment of the Firm's outstanding fees and expenses and the expenses of reproduction, copies of our files relating to the Engagement will be delivered as you might request.

5. **Records and File Retention.** It is our current policy not to retain hard copies of any documents or files relating to a matter other than for certain original documents such as wills, trusts and specific closing documents. Upon your written request, we will return records previously provided by you and other documents relating to your matter, otherwise, they will be scanned and maintained electronically while the hard copies will be destroyed upon scanning and/or conclusion of the matter. You may wish to maintain your own files for reference or make a written request to us for your file at the conclusion of a matter.

6. **No Guarantee of Success.** It is impossible to provide any promise or guarantee about the outcome of your matter. Nothing in this agreement or any statements by our staff or our attorneys constitutes a promise or guarantee. Any comments about the outcome of this matter are expressions of opinion only.

7. **Compensation and Billing.** The Firm's legal fees are computed on the basis of the time expended by the Firm's personnel. The attached schedule sets forth our hourly charges for providing representation in the Engagement. The indicated rates and charges will be effective until December 31, 2023, after which date the Firm's rates are subject to change. Invoices for services rendered will be submitted on a monthly basis indicating the date and description of the work, the professional performing the work, and an itemization of any out-of-pocket reimbursable expenses. Payment of invoices are due within thirty (30) days of receipt. We will provide such additional supporting documentation as may be requested.

If the foregoing is acceptable, please execute this letter where indicated below and return a copy to our Firm, retaining a copy for your records.

[SIGNATURE PAGE FOLLOWS]

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Very truly yours,

**CENTER FOR ECONOMIC DEVELOPMENT LAW ("Firm")**

By:   
\_\_\_\_\_  
Jeff Sabin  
for the Firm

ACCEPTED THIS 17<sup>th</sup> DAY OF May, 2023.

FOR THE CITY OF NORMAN

BY:   
\_\_\_\_\_

**CENTER FOR ECONOMIC DEVELOPMENT LAW**  
**SCHEDULE OF PROFESSIONAL FEES**

**ATTORNEYS:**

Principals	\$ 325.00
Dan Batchelor	
Leslie V. Batchelor	
Partners	\$ 300.00
Emily K. Pomeroy	
Lisa M. Harden	
Jeff Sabin	

**OTHER LEGAL AND DEVELOPMENT PROFESSIONALS:**

Senior Legal Assistant	\$ 95.00
Law Clerk/Legal Intern	\$ 95.00
Legal Assistant	\$ 55.00
Administrative Assistant	\$ 55.00

Plus reimbursement of actual and reasonable expenses.