



**SPECIAL PROJECT  
ETHICS COMPLAINT  
FILED AUGUST 10, 2010**

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**City of Tulsa Internal Auditing**  
May 2011



# **SPECIAL PROJECT ETHICS COMPLAINT**

**Filed August 10, 2010**

## **City of Tulsa Internal Auditing**

**May 2011**

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Ron Maxwell, CIA, CFE  
Chief Internal Auditor

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Clift Richards, CPA  
City Auditor

**AUDIT TEAM:**

Steve Jackson, CPA, Internal Audit Manager  
Cecilia Ackley, CPA, Internal Audit Manager  
Nathan Pickard, CISA, IT Auditor

**LEGAL COUNSEL:**

David Shapiro, Legal Department

**COURT REPORTER:**

Jennifer Adams, Municipal Court

**CITY AUDITOR REPORT ON  
ETHICS COMPLAINT FILED  
8/10/2010**

Tulsa City Council  
Mayor Dewey Bartlett

On August 10, 2010, an Ethics Complaint (Ethics Complaint, Exhibit 1) on the Mayor receiving free services from a city contractor (Contractor) for personal purposes was filed with the City Clerk by the Tulsa City Council. The City Clerk forwarded the Ethics Complaint to the City Auditor pursuant to Title 12, Chapter 6, Section 609 (B) of the Tulsa Revised Ordinances (Ethics Ordinance, Exhibit 2). Section 601 of the Ethics Ordinance states, in part, "For purposes of this chapter...the City Auditor shall act as the appointing authority for the Mayor..." Section 608 (A) of the Ethics Ordinance states: "City officials shall not participate in investigations of their own actions, except to provide information or testimony. The appropriate entity including but not limited to the Human Resources Department, Police Department, City Auditor's Office, and/or the City Attorney's Office may assist and participate in investigations involving City officials." Section 609 (B) of the Ethics Ordinance states, in part: "...The City Clerk shall forward the complaint to the appropriate appointing authority or other public body for investigation and action."

The City Auditor has made an examination of facts and information regarding the Ethics Complaint. The objectives of the examination were to:

- Evaluate the Ethics Complaint and determine compliance with requirements of the Ethics Ordinance.
- Make appraisals, comments and recommendations on ethics policies, procedures or guidelines and/or other actions as deemed appropriate by the City Auditor.

The following procedures were performed to complete the examination:

- Obtained and reviewed documents relevant to the Ethics Complaint. Exhibit 3 lists the documents reviewed.
- Interviewed parties involved in or with knowledge of the Ethics Complaint. Exhibit 4 lists the persons interviewed.
- Analyzed City of Tulsa contracts and payment amounts regarding the Contractor associated with the Ethics Complaint. Exhibit 5 presents a summary of the contracts and payments analysis.

## **FACTS**

Internal Auditing research documented eight contracts and 20 amendments totaling \$990,656.05 approved between the City of Tulsa and the Contractor since approximately July 2001. A total of \$1,064,661.58 of payments by the City of Tulsa and/or various City Trusts/Authorities to the Contractor was documented from available records beginning approximately July 1993 (See Exhibit 5 Contracts and Payments Analysis).

Mayor Bartlett approved two of the contract amendments totaling \$70,000.00 representing 7.1% of the \$990,656.05 total contracts amount (See Exhibit 5). The first was an amendment of contract number 22096 in the amount of \$45,000.00 dated March 8, 2010 (Exhibit 6). Original contract number 22096 was approved by Mayor William D. LaFortune in May 2002. The second was an amendment of contract number 27070 for \$25,000.00 dated April 29, 2010 (Exhibit 7). Original contract number 27070 was approved by Mayor Kathy Taylor in December 2008.

Sworn testimony of both the Mayor and the Contractor during interviews conducted by Internal Auditing determined:

The attorney-client relationship between them started approximately July 2, 2010 and the Mayor does not have a financial or organizational interest in the Contractor or City of Tulsa contracts with the Contractor.

There was no “quid pro quo”, the Mayor had neither offered nor used any City funds or other City resources in connection with the pro bono legal representation. The Contractor had never requested or received anything from the City or from the Mayor in exchange for the pro bono legal services provided. No payments made pursuant to City contracts were applied for the pro bono legal representation of the Mayor.

Testimony of both the Mayor and the Contractor, as well as the written response of the Mayor to the Ethics Complaint, indicated the pro bono legal services were provided as a service to the public and were not intended as a personal gift in exchange for any favor for purposes of the Ethics Ordinance.

The Mayor testified the legal representation by the Contractor was for him as a private individual. The Contractor testified the legal representation was in both capacities as a private individual who potentially might be accused of a crime and as Mayor in respect to efforts to mediate disputes with the City Council.

Sworn testimony and Internal Auditing research determined there have been no additional contracts or amendments with the Contractor after the attorney-client relationship existed.

The Mayor stated he had read and understood the “Ethics Ordinance”.

## **CONCLUSIONS AND RECOMMENDATIONS**

Based on the facts examined, following are the conclusions of the City Auditor:

### **A violation occurred regarding Title 12, Chapter 6, TRO Ethics Code, Section 600. General Policy**

Acceptance of free legal services from a city contractor does not comply with the requirement that "...individuals shall not...act in such a way as to give an appearance of any impropriety".

The attorney-client relationship meets the definition of Personal Interest of the Ethics Ordinance. Although the free legal services were intended as a public service and not for personal gain by the Mayor; the free legal services are a personal benefit to the Mayor through avoidance of personal legal expenses. There reasonably could be an appearance of impropriety due to personal benefit received and the Mayor's position to potentially approve future contracts between the City and the Contractor.

### **Recommendations**

The Mayor should request an opinion on appearance of any impropriety from the Ethics Advisory Committee before accepting free services intended as public service from City contractors. To make clear the free services are a public service, the Mayor should obtain City Council approval of acceptance of free service donations as required by Title 4, Chapter 3, TRO Section 313 entitled "Donations" (Exhibit 8).

### **No violation occurred regarding Title 12, Chapter 6, TRO Ethics Code, Section 602. Use of City Resources.**

Sworn testimony during interviews indicated no payments made pursuant to City contracts were applied for the pro bono legal representation of the Mayor.

### **No violation occurred regarding Title 12, Chapter 6, TRO Ethics Code, Section 603. Participation of Items of Personal, Financial or Organizational Interest Prohibited**

The Mayor has not participated with City business regarding the Contractor during the time in which the personal interest (attorney-client relationship) existed with the Contractor. Mayor approvals of contract amendments/extensions dated March 8, 2010 & April 29, 2010 preceded the effective date of the Mayor's attorney-client relationship effective approximately July 2, 2010. Sworn testimony and Internal Auditing research indicated no additional contracts or amendments with the Contractor occurred after the attorney-client relationship existed.

**No violation occurred regarding Title 12, Chapter 6, TRO Ethics Code, Section 604. Disclosure on Items of Personal, Financial, or Organizational Interest**

The Mayor has not participated with City business regarding the Contractor during the time in which the personal interest (attorney-client relationship) existed with the Contractor. There has been no item pertaining to the Contractor before the Mayor during the time in which the personal interest (attorney-client relationship) existed.

Disclosure was not required at the time the Mayor approved contract amendments with the Contractor dated March 8, 2010 and April 29, 2010 which preceded the attorney-client relationship effective July 2, 2010. The attorney-client relationship effective July 2, 2010 did not exist at the time the contract amendments/extensions were approved. Subsequent disclosure is also not required because there have been no additional contracts or amendments with the Contractor after the attorney-client relationship existed.

**A violation occurred regarding Title 12, Chapter 6, TRO Ethics Code, Section 605. Gifts and Favors**

The Mayor has accepted favor (free legal services), intended as a public service, from the Contractor by entering a pro bono attorney-client relationship. Value of the free legal services is unknown. The Mayor stated previous legal work he used from other providers in the past cost approximately \$200 to \$300 per hour. Neither the Mayor nor the Contractor knew how many hours the Contractor had applied to the pro bono legal services. One hour of free service would exceed the de minimis amount of \$35.00 according to City of Tulsa Ethics Advisory Committee Recommendation 2008-02R (Exhibit 9).

The free legal services were intended as a public service and not for personal gain by the Mayor. However, the free legal services are a personal benefit to the Mayor through avoidance of personal legal expenses. There reasonably could be a perception of influence of performance of official duties due to the personal benefit received and the Mayor's position to potentially approve future contracts between the City and the Contractor.

**Recommendations**

The Mayor should request an Ethics Advisory Committee opinion on influence or perception of influence in performance of official duties before accepting free services intended as public service from city contractors.

In event of any future contracts between the City of Tulsa and the Contractor, the Mayor should file with the City Clerk a disclosure of the personal interest (attorney-client relationship) with the Contractor and not participate in any City business with the Contractor. Any future business or contracts between the City of Tulsa and the Contractor should be approved by the Mayor Pro-tem given no personal, financial or organizational interest of the Mayor Pro-tem regarding the Contractor.

**No violation occurred regarding Title 12, Chapter 6, TRO Ethics Code, Section 606. Use and Disclosure of Information Prohibited**

This section was not applicable to the Ethics Complaint filed August 10, 2010. Use and disclosure of information was not part of the allegations of the Ethics Complaint.

**No violation occurred regarding Title 12, Chapter 6, TRO Ethics Code, Section 607. Contracts Related Disclosure Required**

The Mayor does not have an organizational or financial interest regarding the Contractor. The Mayor has not participated with City business regarding the Contractor during the time in which the personal interest (attorney-client relationship) existed with the Contractor.

**No violation occurred regarding Article XII, 1989 Amended Charter, Section 13, Conflicts of Interest**

The Mayor does not have a financial interest in the company, business, organization or other entity of the Contractor and has not participated with City business regarding the Contractor during the time in which the personal interest (attorney-client relationship) existed with the Contractor. Disclosure is not required because neither the Mayor nor his immediate family have a financial interest in the Contractor.

**OTHER OBSERVATION**

**The City of Tulsa does not have an established and documented process, policy and procedures for engagement of outside legal counsel**

Statements during interviews determined selection and engagement of outside legal counsel by the City has varied by Mayoral administrations. Depending on the Mayor and type of case, sometimes Mayors have determined who they wanted and the process was to determine budget amounts, hourly rates and to prepare a contract. Other times the City Attorney and Legal Department staff may have discussions of who would be an appropriate attorney for a particular case and the rates. Previous administrations and City Attorneys have used a Request for Proposal (RFP) process and RFP's are still used for some unusual cases. Without established policy and procedures, the selection process could be subject to manipulation or abuse, inefficiency and higher cost to the City.

**Recommendation:**

The City should adopt and document policies and procedures for engagement of outside legal counsel.

**Distribution List:**

Mayor Dewey Bartlett  
Councilor Jack Henderson  
Councilor Rick Westcott  
Councilor Roscoe Turner  
Councilor Maria Barnes  
Councilor Chris Trail  
Councilor Jim Mautino  
Councilor John Eagleton  
Councilor Bill Christiansen  
Councilor G. T. Bynum  
Chief of Staff Terry Simonson  
Press Secretary Lloyd Wright  
Council Administrator Don Cannon  
Council Secretary Dana Burks  
Director of Finance Mike Kier  
Senior Administrative Services Officer Wendy Martin  
Interim City Attorney David Pauling  
External Auditor  
Mayor's Advisory Audit Committee  
Ethics Advisory Committee



**Ethics Complaint on the Mayor receiving free  
services from a city contractor  
for personal purposes**

**August 10, 2010**



**MEMORANDUM  
DEPARTMENT OF FINANCE**

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DATE: August 10, 2010  
TO: Preston Doerflinger, City Auditor  
*Michael P. Kier*  
FROM: Michael P. Kier, City Clerk  
SUBJECT: Ethics Complaint Filed August 10, 2010

The City Clerk has received an ethics complaint regarding Mayor Bartlett. The complaint, which was filed with the City Clerk on August 10, 2010, is being forwarded to you pursuant to TRO, Title 12, Chapter 6, Section 609.B.

If you have questions, please feel free to contact me.

MPK/wzm

Attachment

cc: Kim Bennett, Deputy City Clerk



# TULSA CITY COUNCIL

## Memorandum

Date: August 10, 2010

To: Michael Kier  
City Clerk

Fr: Rick Westcott *RW*  
Tulsa City Council Chairman

CC: Preston Doerflinger  
City Auditor

Re: Ethics Complaint on the Mayor receiving free services from a city contractor for personal purposes.

FILED  
CITY OF TULSA  
STATE OF OKLAHOMA  
2010 AUG 10 P 4: 20  
MICHAEL P. KIER  
CITY CLERK

On August 5, 2010, the City Council voted unanimously to formally file an ethics complaint regarding the Mayor receiving free services from a city contractor, and request that the City Auditor's office investigate the complaint pursuant to the City's Ethics Ordinance. Pursuant to Title 12, section 609 (B) of the Tulsa Revised Ordinances, we are filing this complaint with the City Clerk.

The motion as approved by the City Council was to send to the City Auditor regarding "[A] possible conflict of interest and ethics violation associated with the mayor receiving free legal services from a contractor with the City of Tulsa who has been paid nearly a million dollars since 2003 and who recently received a contract extension, signed by the mayor, with the authorization for additional funding."

It is our understanding that Mayor Bartlett is receiving free legal services from a lawyer who has had a substantial relationship as an outside contractor with the City of Tulsa for the past several years and who has a current, on-going, contractual relationship with the City. Further, the Mayor recently signed at least one contract extension allowing the lawyer's contract to exceed the original fund allocations.

If you or Auditor Doerflinger have any questions, please contact me or Don Cannon, Council Administrator, at your convenience.

**Ethics Ordinance 21084  
Title 12, Chapter 6  
Tulsa Revised Ordinances**

(Published in the Tulsa Daily Commerce  
& Legal News,

July 8, 2005.)

ORDINANCE NO. 21084

AN ORDINANCE AMENDING TITLE 12 OF THE TULSA REVISED ORDINANCES ADDING CHAPTER 6, ESTABLISHING AN ETHICS ADVISORY COMMITTEE; AND ESTABLISHING A CODE OF ETHICS TO BE FOLLOWED BY EMPLOYEES, ELECTED OFFICIALS, OFFICIALS APPOINTED TO BOARDS, AUTHORITIES, OR COMMISSIONS OF THE CITY OF TULSA AND TRUSTEES OF BOARDS OF TRUSTS TO WHICH THE CITY OF TULSA IS A BENEFICIARY; AND PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE CODE OF ETHICS; AUTHORIZING THE APPOINTING AUTHORITIES TO PROMULGATE RULES TO FURTHER THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY OF TULSA:

*Section 1. That Title 12, Tulsa Revised Ordinances, be and the same is hereby amended by adding thereto a new Chapter 6 to read as follows:*

**"CHAPTER 6**

**ETHICS CODE**

- Section 600. General Policy.
- Section 601. Definitions.
- Section 602. Use of City Resources.
- Section 603. Participation on Items of Personal, Financial, or Organizational Interest Prohibited.
- Section 604. Disclosure on items of Personal, Financial, or Organizational Interest.
- Section 605. Gifts and Favors.
- Section 606. Use and Disclosure of Information Prohibited.

- Section 607. Contracts Related Disclosure Required.
- Section 608. Participation in Ethics Investigations.
- Section 609. Violation.
- Section 610. Ethics Advisory Committee.

## **SECTION 600. GENERAL POLICY**

It is the policy of the City of Tulsa that the proper operation of democratic government requires that public officials and employees be independently impartial and responsible to the people of the City; that government decisions and policies be made only through proper channels of the governmental structure; that no City official should have any interest, financial, personal, or organizational, direct or indirect, or engage in any business, transaction, or activity or incur any obligation that is in conflict with the proper discharge of their duties in the public interest; that public office and public employment are positions of public trust imposing the duty of a fiduciary upon all officers, employees, members of boards and committees, and trustees of public trusts with the City of Tulsa as a beneficiary; and such individuals shall not use their public positions for personal gain nor should they act in such a way as to give an appearance of any impropriety.

The purpose of this chapter is to provide direction to City officials of the policy of the City of Tulsa.

The appropriate appointing authority shall create and maintain such rules as are necessary to implement and comply with the provisions of this chapter.

## **SECTION 601. DEFINITIONS**

For purposes of this chapter, the following words and phrases shall have the meanings given herein.

**Appointing Authority** means the office with authority to appoint an individual to a position. For purposes of this chapter, the City Council shall act as the appointing authority for the City Auditor and individual City Councilors, and the City Auditor shall act as the appointing authority for the Mayor.

**City Official** means every City of Tulsa elected official, officer, or employee; member of a City of Tulsa Board, Authority, Commission, or Committee; or Trustee appointed by the City to a public trust with the City of Tulsa as a beneficiary.

**Financial Interest** in an official action exists when the action may result directly or indirectly in a financial gain or loss accruing to the City official and/or his immediate family to a greater extent than could reasonably be expected to accrue to the general public. Financial interest in a company, business, organization, or other entity exists when the City official and/or their immediate family owns, individually or combined, a five percent (5%) or more share of the company, business, or other entity and the value of such share exceeds Five Thousand Dollars (\$5,000.00).

**Immediate Family** means the City official's spouse, children, parents or spouse's parents and any other family members within two degrees of affinity or consanguinity.

**Organizational Interest** in a company, business, organization, or other entity exists when the City official is a director or a member of a board which establishes policy and/or budgetary decisions for the entity.

**Personal Interest** means a direct or indirect interest, matter, or relationship not shared by the general public which could be reasonably expected to impair the City official's objectivity or independence of judgment.

#### **SECTION 602. USE OF CITY RESOURCES**

City officials shall not use or permit the use of City resources for personal or private purposes, except as provided by rules adopted by the appropriate appointing authority to address minor or incidental uses common to an ordinary workplace.

#### **SECTION 603. PARTICIPATION ON ITEMS OF PERSONAL, FINANCIAL, OR ORGANIZATIONAL INTEREST PROHIBITED**

Except as otherwise permitted under applicable federal, state, and City laws and policies, no City official shall participate in any City business in which they have a related personal, financial, or organizational interest. Such City official shall not discuss the matter with a City official who is participating in the action other than to state his disqualification. The possibility, not the actuality, of a conflict shall govern.

**SECTION 604. DISCLOSURE ON ITEMS OF PERSONAL, FINANCIAL, OR ORGANIZATIONAL INTEREST**

A. A City official who may receive some benefit, not shared by the general public, to a personal, financial, or organizational interest as a result of an item before the individual in their capacity as a City official or the public body to which the individual has been elected or appointed, shall disclose the interest to their supervisor, or their authority, board, or commission, or file a written disclosure with the City Clerk. The reasonable possibility, not the actuality, of a conflict shall govern.

B. A City official who is required to refrain from participation in City business pursuant to Section 603 of this chapter, shall file a written disclosure describing the disqualifying interest with the City Clerk.

**SECTION 605. GIFTS AND FAVORS**

A. City officials and their immediate family shall not directly or indirectly solicit or receive gifts, entertainment, or other favors which may influence or be reasonably perceived as influencing a City official in the performance of their official duties.

B. Campaign contributions shall be permitted as provided by law.

**SECTION 606. USE AND DISCLOSURE OF INFORMATION PROHIBITED**

A City official is prohibited from disclosing or offering to disclose information not available to the general public and acquired by reason of his position with the City, to any party not entitled to receive such information nor shall he use such information for his personal gain or benefit.

**SECTION 607. CONTRACTS RELATED DISCLOSURE REQUIRED**

A. City officials must disclose all personal, organizational, or financial interests where they or their immediate family have a financial interest in a business that is receiving City funds, directly or indirectly, through a business agreement with the City or a City contractor.



B. The disclosure required by this chapter shall be accomplished by filing with the Tulsa City Clerk a written statement of the City official involved describing the interest being disclosed.

#### **SECTION 608. PARTICIPATION IN ETHICS INVESTIGATIONS**

A. City officials shall not participate in investigations of their own actions, except to provide information or testimony. The appropriate entity including but not limited to the Human Resources Department, Police Department, City Auditor's Office, and/or the City Attorney's Office may assist and participate in investigations involving City officials.

B. City officials shall respond fully and truthfully to inquiries made in the course of official investigations of alleged or potential violations of this chapter.

#### **SECTION 609. VIOLATION**

A. Intentional violation of this chapter by a City official shall be grounds for disciplinary action up to and including dismissal or removal from office as may be provided by law.

B. A complaint asserting a violation of this chapter against an elected official, officer, member of a City of Tulsa Board, Authority, or Committee; or Trustee of a public trust with the City of Tulsa as a beneficiary shall be filed in writing with the City Clerk. The City Clerk shall forward the complaint to the appropriate appointing authority or other public body for investigation and action.

C. A complaint asserting a violation against any other employee shall be filed in writing with the Mayor or his designee. The Mayor or his designee shall initiate an investigation or forward the complaint to the appropriate appointing authority or other public body for investigation and appropriate action.

D. All records generated or compiled in response to a complaint, including the initial complaint, shall be released to the public only as required by law or court order.

#### **SECTION 610. ETHICS ADVISORY COMMITTEE**

A. There shall be created an Ethics Advisory Committee which shall act as a recommending body to the City of Tulsa on ethical issues.

B. The committee shall consist of seven (7) individuals, appointed by the Mayor and confirmed by the City Council. A committee member shall not be a City official, nor shall a Committee member be immediate family of a City official. Every committee member shall be a resident of the City of Tulsa. Initially, two (2) of the members shall be appointed for a term of office of one (1) year; two (2) members for a term of office of two (2) years; and three (3) for a term of office of three (3) years. Thereafter, terms of office shall be for three (3) years; provided, however, that all members shall hold office until their successors are appointed and qualified. All members shall serve without compensation. Members shall not hold public office nor be candidates for public office. A member who has served three (3) successive terms shall not be eligible for reappointment for a period of two (2) years.

C. Any elected official; Charter division or department head; member of a City of Tulsa Board, Authority, or Committee; or Trustee of a public trust with the City of Tulsa as a beneficiary may request an opinion from the Ethics Advisory Committee on an ethical issue arising under this chapter.

D. The Ethics Advisory Committee may provide ethics opinions or recommendations for ethics policies, procedures, or guidelines.

E. The Ethics Advisory Committee shall provide a written report to the City Council by April 1 of every year on its activities for the preceding twelve (12) months and anticipated activities for the next twelve (12) months.

F. The Ethics Advisory Committee shall provide the Mayor with its budgetary recommendation by January 15 for the next fiscal year.

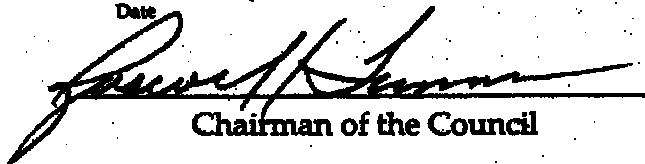
G. The Ethics Advisory Committee shall meet no less than once per calendar quarter."

*Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.*

**Section 3. REPEAL OF CONFLICTING ORDINANCES.** That all ordinances or parts of ordinances in conflict herewith be and the same are now expressly repealed.

**Section 4. EMERGENCY CLAUSE.** That an emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof this ordinance shall take effect immediately from and after its passage, approval and publication.

ADOPTED by the Council: JUN 23 2005  
Date

  
Chairman of the Council

ADOPTED as an emergency measure: \_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of the Council

**OFFICE OF THE MAYOR**

Received by the Mayor: \_\_\_\_\_, at \_\_\_\_\_  
Date Time

Bill LaFortune, Mayor

By \_\_\_\_\_  
Secretary

APPROVED by the Mayor of the City of Tulsa, Oklahoma: JUN 30 2005  
Date

at 0500  
Time

  
Mayor

## **Schedule of Documents Examined**

## Exhibit 3 (Page 1 of 2)

### Schedule of Documents Examined

1. Ethics Complaint Filed August 10, 2010
2. Ethics Ordinance No. 21084, dated June 30, 2005
3. Ordinance No. 22156, Responding to City Auditor Requests, dated 10/15/09
4. Minutes to August 5, 2010 City Council Meeting
5. Additional Information Needed from City Council Related to the Ethics Complaint on the Mayor Filed August 10, 2010
6. Additional Information Requested for Ethics Complaint on the Mayor Receiving Free Services from a City Contractor for Personal Purposes, dated 9-15-10
7. Joel L. Wohlgemuth Letters dated:  
August 11, 2010  
August 16, 2010  
August 20, 2010  
September 8, 2010  
September 9, 2010  
December 8, 2010 (Letter from Wohlgemuth to Lassek)  
February 25, 2011  
March 2, 2011 (Letter from Maxwell to Wohlgemuth)  
March 17, 2011
8. Request from Councilor Westcott for a copy of transcript from 12-22-10, dated January 18, 2011
9. Letter from Mayor Bartlett to Governor Fallin, dated March 9, 2011
10. Contracts with Norman Wohlgemuth Chandler & Dowdell, P.C. (See Page 2 of 2)
11. City of Tulsa Ethics Advisory Committee: Recommendation 2008-02R Accepting Gifts and Favors: Interpretation of Section 605A, Ordinance Number 21084
12. Donations Ordinance No. 22304, dated September 21, 2010
13. Memo from Deirdre O. Dexter, City Attorney Re: Legal Department-Notice of Recusal dated April 14, 2010
14. Memo from Deirdre O. Dexter, City Attorney Re: Legal Department-Notice of Recusal dated July 9, 2010

**Exhibit 3 (Page 2 of 2)**

**Schedule of Documents Examined (Continued)**

**Contracts with Norman Wohlgemuth Chandler & Dowdell, P.C.**

| <u>Contract No.</u> | <u>Approver</u> | <u>Description</u>           | <u>Amount</u> | <u>Approval Date</u> |
|---------------------|-----------------|------------------------------|---------------|----------------------|
| 21277               | Savage          | Represent Officer Rodriquez  | 10,000.00     | 07/02/2001           |
| 22079               | LaFortune       | Represent COT re Hastings    | 30,000.00     | 05/10/2002           |
| 22079               | LaFortune       | Amendment No. 1              | 75,000.00     | 01/27/2003           |
| 22079               | LaFortune       | Amendment No. 2              | 191,000.00    | 06/03/2003           |
| 22079               | N/A             | Quantity decrease-liquidate  | -153,093.95   | N/A                  |
| 22096               | LaFortune       | Rep. COT re Roy Johnson      | 25,000.00     | 05/13/2002           |
| 22096               | Sewell          | Amendment No. 1              | 204,500.00    | 09/23/2002           |
| 22096               | LaFortune       | Amendment No. 2              | 40,500.00     | 08/14/2003           |
| 22096               | LaFortune       | Amendment No. 3              | 45,000.00     | 10/13/2003           |
| 22096               | LaFortune       | Amendment No. 4              | 35,000.00     | 01/15/2004           |
| 22096               | Sewell          | Amendment No. 5              | 19,250.00     | 07/15/2004           |
| 22096               | Kier            | Amendment No. 6              | 15,000.00     | 12/20/2004           |
| 22096               | LaFortune       | Amendment No. 7              | 35,000.00     | 04/14/2005           |
| 22096               | LaFortune       | Amendment No. 8              | 25,000.00     | 12/22/2005           |
| 22096               | Taylor          | Amendment No. 9              | 15,000.00     | 03/12/2007           |
| 22096               | Taylor          | Amendment No. 10             | 11,000.00     | 12/05/2007           |
| 22096               | Bartlett        | Amendment No. 11             | 45,000.00     | 03/08/2010           |
| 26924               | Polenchek       | Represent all City employees | 7,500.00      | 09/25/2008           |
| 26924               | Taylor          | Amendment No. 1              | 15,000.00     | 06/29/2009           |
| 27034               | Taylor          | Represent Ian Simmons        | 50,000.00     | 11/20/2008           |
| 27034               | Taylor          | Amendment No. 1              | 15,000.00     | 06/29/2009           |
| 27034               | Taylor          | Amendment No. 2              | 50,000.00     | 11/17/2009           |
| 27070               | Taylor          | Rep. COT re Kisha Evans      | 50,000.00     | 12/10/2008           |
| 27070               | Taylor          | Amendment No. 1              | 10,000.00     | 06/29/2009           |
| 27070               | Taylor          | Amendment No. 2              | 50,000.00     | 11/17/2009           |
| 27070               | Bartlett        | Amendment No. 3              | 25,000.00     | 04/29/2010           |
| 27117               | Polenchek       | Rep. COT re DL Moss ctr.     | 40,000.00     | 12/23/2008           |
| 27116               | Polenchek       | Legal advice to COT          | 10,000.00     | 12/26/2008           |

# Schedule of Interviews

**SCHEDULE OF INTERVIEWS**

| <b><u>Name</u></b>                           | <b><u>Date</u></b> |
|--|--------------------|
| Legal Department Management Team             | 09/01/2010         |
| Legal Department Management Team             | 10/18/2010         |
| Councilor Rick Westcott (former Chairman)    | 12/22/2010         |
| Jean Ann Hudson, Deputy City Attorney        | 01/27/2011         |
| Joel L. Wohlgemuth, Attorney/City Contractor | 02/24/2011         |
| Mayor Dewey Bartlett                         | 03/24/2011         |



# **Contracts and Payments Analysis**

**CONTRACTS and PAYMENTS ANALYSIS**

Norman Wohlgemuth Chandler Dowdell, P.C.

| <b>CONTRACT SUMMARY BY CONTRACT NUMBER</b> |  |                   |                   |
|--|--|-------------------|-------------------|
| <b>Number</b>                              | <b>Case</b>                                  | <b>Amount</b>     | <b>Amendments</b> |
| 21277                                      | David Lee Hardy v. City of Tulsa             | 10,000.00         |                   |
| 22079                                      | Paul, Hastings, Janofsky, & Walker, LLP      | 142,906.05        | 3                 |
| 22096                                      | Roy Johnson, et al., v. City of Tulsa        | 515,250.00        | 11                |
| 26924                                      | Will Wilkins, Novus Homes LLC, W3            | 22,500.00         | 1                 |
| 27034                                      | Patrick Brian Owen v. City of Tulsa          | 115,000.00        | 2                 |
| 27070                                      | Kisha Evens, et al. v. City of Tulsa, et al. | 135,000.00        | 3                 |
| 27116                                      | No specific case identified                  | 10,000.00         |                   |
| 27117                                      | David L. Moss Criminal Justice Center        | 40,000.00         |                   |
| <b>8</b>                                   | <b>Total Contracts</b>                       | <b>990,656.05</b> | <b>20</b>         |
|  |  |                   |                   |
|  |  |                   |                   |
| <b>CONTRACT SUMMARY BY APPROVER</b>        |  |                   |                   |
|  | <b>APPROVER</b>                              | <b>AMOUNT</b>     | <b>% of Total</b> |
|  | Susan Savage                                 | 10,000.00         | 1.0%              |
|  | William D LaFortune                          | 348,406.05        | 35.2%             |
|  | Stephen Sewell                               | 223,750.00        | 22.6%             |
|  | Michael Kier                                 | 15,000.00         | 1.5%              |
|  | Kathy Taylor                                 | 266,000.00        | 26.9%             |
|  | Amy PolencheckPro-Tem                        | 57,500.00         | 5.8%              |
|  | Dewey Bartlett                               | 70,000.00         | 7.1%              |
|  | <b>Total Contracts by Approver</b>           | <b>990,656.05</b> | <b>100.0%</b>     |
|  |  |                   |                   |
|  |  |                   |                   |
| <b>BARTLETT APPROVAL SUMMARY</b>           |  |                   |                   |
| <b>Number</b>                              | <b>Contract Amendment Approvals</b>          | <b>Amount</b>     | <b>%</b>          |
| 22096                                      | Roy Johnson, et al., v. City of Tulsa        | 45,000.00         | 4.6%              |
| 27070                                      | Kisha Evens, et al. v. City of Tulsa, et al. | 25,000.00         | 2.5%              |
|  | <b>Total</b>                                 | <b>70,000.00</b>  | <b>7.1%</b>       |
|  |  |                   |                   |
|  |  |                   |                   |
| <b>ORIGINAL CONTRACT APPROVALS</b>         |  |                   |                   |
| <b>Number</b>                              | <b>Original Contract Approver</b>            | <b>Date</b>       | <b>Amendments</b> |
| 22096                                      | William D LaFortune                          | 5/16/2002         | 11                |
| 27070                                      | Kathy Taylor                                 | 12/8/2008         | 3                 |

**CONTRACTS and PAYMENTS ANALYSIS**

Norman Wohlgemuth Chandler Dowdell, P.C.

| <b>PAYMENT SUMMARY BY CONTRACT NUMBER</b> |  |                        |                     |                   |                           |
|---|--|------------------------|---------------------|-------------------|---------------------------|
| <b>Contract Number</b>                    | <b>CASE</b>                                  | <b>Contract Amount</b> | <b>Payments</b>     | <b>% of Total</b> | <b>Contract Available</b> |
| 21277                                     | David Lee Hardy v. City of Tulsa             | 10,000.00              | 10,000.00           | 0.9%              | 0.00                      |
| 22079                                     | Paul, Hastings, Janofsky, & Walker, LLP      | 142,906.05             | 142,906.05          | 13.4%             | 0.00                      |
| 22096                                     | Roy Johnson, et al., v. City of Tulsa        | 515,250.00             | 511,743.34          | 48.1%             | 3,506.66                  |
| 26924                                     | Will Wilkins, Novus Homes LLC, W3            | 22,500.00              | 2,609.50            | 0.2%              | 19,890.50                 |
| 27034                                     | Patrick Brian Owen v. City of Tulsa          | 115,000.00             | 72,534.44           | 6.8%              | 42,465.56                 |
| 27070                                     | Kisha Evens, et al. v. City of Tulsa, et al. | 135,000.00             | 134,723.11          | 12.7%             | 276.89                    |
| 27116                                     | No specific case identified                  | 10,000.00              |                     |                   | 10,000.00                 |
| 27117                                     | David L. Moss Criminal Justice Center        | 40,000.00              | 38,978.37           | 3.7%              | 1,021.63                  |
|   | <b>Contract Payments</b>                     | <b>990,656.05</b>      | <b>913,494.81</b>   | <b>85.8%</b>      | <b>77,161.24</b>          |
|   | TPA Payments-No Contract                     |                        | 150,966.77          | 14.2%             |                           |
|   | Paid from revenue account 4312101            |                        | 200.00              |                   |                           |
|   | <b>PAYMENTS TO NWC&amp;D, P.C.</b>           |                        | <b>1,064,661.58</b> | <b>100.0%</b>     |                           |

**Amendment of Contract Number 22096  
Approved by Mayor Bartlett  
Dated March 8, 2010**

# REQUEST FOR ACTION: CONTRACT

Version: 12/01/00

AGENDA FOR:  MAYOR  COUNCIL AUTHORITY:  DATE: February 16, 2010  
 Tulsa City Clerk's Office: 596-7513 or 596-7514

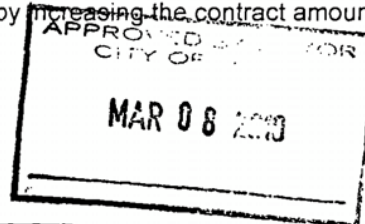
**FOR INFORMATION CONTACT:**

|   |   |                       |
|---|---|-----------------------|
| DEPARTMENT: <u>LEGAL</u>  | CONTACT NAME: <u>Deirdre Dexter, City Atty. (jannh)</u> |                       |
| ADDRESS: <u>175 E. Second St., Ste. 685</u>                                     | TELEPHONE: <u>596-7717</u>                              |                       |
| CONTRACT TYPE: <u>PROFESSIONAL-CONSULTING SERVICES</u>                          | CONTRACT #: <u>22096</u>                                |                       |
| CONT. DOC. TYPE: <u>AMENDMENT</u>   | AMOUNT: <u>\$515,250.00</u>                             |                       |
| PROJECT TITLE: <u>Johnson v. City, Case No. 94 CV 0039 H</u>                    |   |                       |
| CONTRACTOR: <u>Joel L. Wohlgemuth, Norman Wohlgemuth Chandler &amp; Dowdell</u> |   |                       |
| BID/TAC/PROJECT #: _____  | EXTENSION DAYS: _____                                   | COMMODITY CODE: _____ |
| AMENDMENT/CHANGE #: <u>11</u>   | PERCENT: _____  | TOTAL PERCENT: _____  |
|   |   | COUNCIL DIST: _____   |

**SUMMARY:**

City contracted for \$25,000.00 on 5/13/02, with Norman Wohlgemuth Chandler & Dowdell. Contract has been amended ten times; the 10th amendment increased the amount to \$470,250.00. Mr. Joel L. Wohlgemuth has notified City that the firm believes total fees and costs to be charged will be more than \$470,250.00.

The Legal Department recommends amending the contract at this time by increasing the contract amount by an additional \$45,000.00, for a total not-to-exceed amount of \$515,250.00.



**BUDGET: FINANCE DIRECTOR APPROVAL:**

FUNDING SOURCE(S): Account No. 1080-5316101-073031 \$45,000.00

**REQUEST FOR ACTION:** *All department items requiring Council approval must be submitted through Mayor's Office.*

If you concur in this recommendation, please approve this request and execute the Eleventh Amendment to Attorney Engagement Agreement attached hereto and direct the City Clerk to mail a fully executed copy to Mr. Joel L. Wohlgemuth, Norman Wohlgemuth Chandler & Dowdell, 2900 Mid-Continent Tower, 401 South Boston Avenue, Tulsa, OK 74103-4065; and return an executed copy to the Legal Department.

|  |                      |
|--|----------------------|
| DEPARTMENT HEAD APPROVAL: <u>[Signature]</u> | DATE: <u>2/16/10</u> |
| CITY ATTORNEY APPROVAL: <u>[Signature]</u>   | <u>2/16/10</u>       |
| BOARD APPROVAL: <u>[Signature]</u>           | <u>01-24-10</u>      |
| MAYORAL APPROVAL: <u>[Signature]</u>         | <u>3-8-10</u>        |
| OTHER: _____                                 | _____                |

FOR CITY COUNCIL OFFICE USE ONLY: DATE RECEIVED: \_\_\_\_\_  
 COMMITTEE: \_\_\_\_\_ COMMITTEE DATE(S): \_\_\_\_\_ FIRST AGENDA DATE: \_\_\_\_\_  
 HEARING DATE: \_\_\_\_\_ SECOND AGENDA DATE: \_\_\_\_\_ APPROVED: \_\_\_\_\_

For City Clerk's Office Use Only (Agenda Date: MMDDYYYY; Sec #; Dept ##, Item ##, Sub-Item ##, Status: S=Synopsis):

03 - 05 - 2010

3
13
1

# CONTRACT ENCUMBRANCE

TUL-4347-C

Date 2/16/10

- New Contract                       Change Order                       Quantity Increase  
 Annual Renewal                       Amendment (11th)                       Quantity Decrease

CONTRACTOR  
 Joel L. Wohlgemuth, Norman Wohlgemuth Chandler & Dowdell, Attorneys at Law

PURPOSE OF CONTRACT  
 Represent the City of Tulsa in *Roy Johnson, et al., v. City of Tulsa*, Case No. 94-CV-0039H, United States District Court for the Northern District of Oklahoma

CONTRACT NUMBER  
 22096

APPROVED BY MAYOR  
 MAR 08 2010  
 MAR 08 2010

BEGINNING DATE                      EXPIRATION DATE

| FUND | ACCOUNT | CENTER | PROJECT                    | AMOUNT        |
|------|---------|--------|----------------------------|---------------|
| 1080 | 5316101 | 073031 | Original                   | \$ 25,000.00  |
| 1080 | 5316101 | 031011 | 1 <sup>st</sup> Amendment  | \$ 204,500.00 |
| 1080 | 5316101 | 073031 | 2 <sup>nd</sup> Amendment  | \$ 40,500.00  |
| 1080 | 5316101 | 073031 | 3 <sup>rd</sup> Amendment  | \$ 45,000.00  |
| 1080 | 5316101 | 073031 | 4 <sup>th</sup> Amendment  | \$ 35,000.00  |
| 1080 | 5316101 | 073031 | 5 <sup>th</sup> Amendment  | \$ 19,250.00  |
| 1080 | 5316101 | 073031 | 6 <sup>th</sup> Amendment  | \$ 15,000.00  |
| 1080 | 5316101 | 073031 | 7 <sup>th</sup> Amendment  | \$ 35,000.00  |
| 1080 | 5316101 | 073031 | 8 <sup>th</sup> Amendment  | \$ 25,000.00  |
| 1080 | 5316101 | 073031 | 9 <sup>th</sup> Amendment  | \$ 15,000.00  |
| 1080 | 5316101 | 073031 | 10 <sup>th</sup> Amendment | \$ 11,000.00  |

**CURRENT CONTRACT AMOUNT**      \$ 470,250.00

LIST AMENDMENTS BELOW

|      |         |        |                            |              |
|------|---------|--------|----------------------------|--------------|
| 1080 | 5316101 | 073031 | 11 <sup>th</sup> Amendment | \$ 45,000.00 |
|------|---------|--------|----------------------------|--------------|

**(Include all increases or decreases) REVISED CONTRACT AMOUNT**      \$ 515,250.00

ADDITIONAL INFORMATION

APPROVED - DEPARTMENT HEAD OR REPRESENTATIVE

*Jim Turner 2-24-10*  
*John H. ... 2/16/10*  
*... 2-16-10*  
*Pat Conroy 2-17-10*

**ELEVENTH AMENDMENT TO ATTORNEY ENGAGEMENT AGREEMENT**

This Eleventh Amendment to Attorney Engagement Agreement (Eleventh Amendment) is made and entered into by and between the City of Tulsa, a municipal corporation (City) and **Joel L. Wohlgemuth, Esq.**, of Norman Wohlgemuth Chandler & Dowdell, P.C., 401 South Boston Avenue, Tulsa, OK 74103-4023 ("Outside Counsel").

WHEREAS, the parties hereto entered into an Attorney Engagement Agreement dated May 13, 2002 and numbered 22096 (Agreement), as amended, to represent City in *Roy Johnson, et al. v. City of Tulsa*, Case No. 94-CV-0039H, U.S. Dist. Ct. for the Northern District of Oklahoma.

WHEREAS, the Agreement has been amended several times, and under the terms of the Agreement as last amended Outside Counsel agreed to complete the work for a total additional fee, including costs and disbursements, not to exceed \$11,000.00 and to notify City in writing at any time Outside Counsel believed the total fees and costs to be charged would exceed the total budgeted amount of \$470,250.00; and

WHEREAS, Outside Counsel has notified City its total fees and costs will likely exceed the budgeted amount and it is necessary to increase the maximum amount budgeted for attorney's fees and costs related to these matters.

NOW, THEREFORE, the Agreement is hereby further amended to increase the maximum amount of fees and costs to be charged by Outside Counsel in all matters which are the subject of this Agreement, an additional \$45,000.00, and Outside Counsel will notify the City Attorney in writing, at the address set forth in the Agreement, when attorney's fees and costs might exceed the amended total budgeted amount of \$515,250.00.

All other terms and conditions of the Agreement, as amended, remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, this Eleventh Amendment has been executed in multiple copies on, and is effective as of, the date executed by City's Mayor below.

NORMAN WOHLGEMUTH CHANDLER &  
DOWDELL, P.C.

By: \_\_\_\_\_

President

ATTEST.

\_\_\_\_\_  
Corporate Secretary

CITY OF TULSA, OKLAHOMA



*Dewey F. Bartlett, Jr.*  
Dewey F. Bartlett, Jr., Mayor

Date: *3/8/2010*

ATTEST

*Stephani Lewis*  
DEPUTY City Clerk

APPROVED:

*John Ann Hudson* 2/12/10  
City Attorney

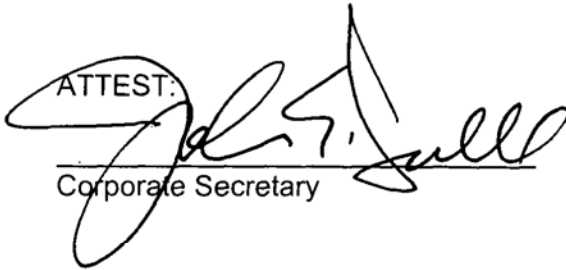


**AFFIDAVIT OF CLAIMANT**

STATE OF Oklahoma )  
 ) ss.  
COUNTY OF Tulsa )

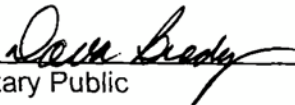
The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or materials furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

NORMAN WOHLGEMUTH CHANDLER &  
DOWDELL, P.C.

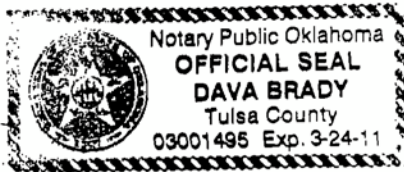
ATTEST:  
  
\_\_\_\_\_  
Corporate Secretary

By:   
\_\_\_\_\_  
President

Subscribed and sworn to before me this 11<sup>th</sup> day of February, 20 10.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_



**THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT**

**Amendment of Contract Number 27070  
Approved by Mayor Bartlett  
Dated April 29, 2010**



# CONTRACT ENCUMBRANCE

TUL-4347-C

Date 4/13/10

New Contract

Change Order

Quantity Increase

Annual Renewal

Amendment - Third

Quantity Decrease

**CONTRACTOR**

Joel L. Wohlgemuth, of Norman Wohlgemuth Chandler & Dowdell

**PURPOSE OF CONTRACT**

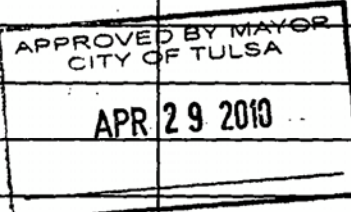
Represent City in the matter of Kisha Evans, et al. v. City of Tulsa, et al., U.S. Dist Ct. Case No. 08-CV-00547-JHP-SAJ.

**CONTRACT NUMBER**

27070

**BEGINNING DATE**

**EXPIRATION DATE**

| FUND   | ACCOUNT | CENTER | PROJECT                   | AMOUNT      |
|--|---------|--------|---------------------------|-------------|
| 1080   | 5316101 | 073031 | Original                  | \$50,000.00 |
| 1080   | 5316101 | 015051 | 1 <sup>st</sup> Amendment | \$10,000.00 |
| 1080   | 5316101 | 073031 | 2 <sup>nd</sup> Amendment | \$50,000.00 |
|  |         |        |                           |             |

**CURRENT CONTRACT AMOUNT** \$ 110,000.00

**LIST CHANGE ORDERS BELOW**

|      |         |        |                           |              |
|------|---------|--------|---------------------------|--------------|
| 1080 | 5316101 | 073031 | 3 <sup>rd</sup> Amendment | \$ 25,000.00 |
|      |         |        |                           |              |

**(Include all increases or decreases) REVISED CONTRACT AMOUNT** \$ 135,000.00

**ADDITIONAL INFORMATION**

APPROVED - DEPARTMENT HEAD OR REPRESENTATIVE

*Joel L. Wohlgemuth* 4/13/10



# CONTRACT ENCUMBRANCE CHECKLIST

## ACCOUNTS PAYABLE SECTION

Joel L. Wohlgemuth  
Vendor name

1. Funds appropriated to cover contract amount. ✓
2. Account numbers are correct. ✓

Jeanne Korzulek  
ASSISTANT CONTROLLER/ACCOUNTING MGR

4-26-10  
DATE

## CAPITAL PLANNING SECTION

1. Contract in accordance with ordinances or bond indentures. N/A

N/A  
MANAGER - CAPITAL PLANNING SEC.

N/A  
DATE

## CITY CLERK SECTION

1. Mayor approved contract. APR 29 2010
2. 27070 Contract number assigned. APR 29 2010

Stephanie Lewis  
DEPUTY CITY CLERK

5/3/10  
DATE

## ACCOUNTS PAYABLE SET UP SECTION

1. Contract encumbered. \_\_\_\_\_

\_\_\_\_\_  
ACCOUNTS PAYABLE CLERK

\_\_\_\_\_  
DATE

**THIRD AMENDMENT TO ATTORNEY ENGAGEMENT AGREEMENT**

This Third Amendment to Attorney Engagement Agreement (Third Amendment) is made and entered into by and between the City of Tulsa, a municipal corporation (City) and **Joel L. Wohlgemuth, Esq.**, of Norman Wohlgemuth Chandler & Dowdell, P.C., 401 South Boston Avenue, Tulsa, OK 74103-4023 ("Outside Counsel").

WHEREAS, the parties hereto entered into an Attorney Engagement Agreement dated December 10, 2008 and numbered 27070 (Agreement), as amended, to represent City and City of Tulsa employees Stephen Boyes, Timothy Pike, and David Hale in *Kisha Evans, individually and as next friend of TME, and TME, a minor child v. City of Tulsa, Stephen Boyes, Timothy Pike, and David Hale*, U.S. Dist. Ct. for the Northern District of Oklahoma, Case No. 08-cv-00547-JHP-SAJ.

WHEREAS, under the terms of the Agreement, as amended, Outside Counsel agreed to perform the work for a total fee, including costs and disbursements, not to exceed \$110,000.00 and to notify City in writing at any time Outside Counsel believed the total fees and costs to be charged would exceed the budgeted amount; and

WHEREAS, Outside Counsel has notified City its total fees and costs will likely exceed the budgeted amount and it is necessary to increase the maximum amount budgeted for attorney's fees and costs related to these matters.

NOW, THEREFORE, the Agreement is hereby further amended to increase the maximum amount of fees and costs to be charged by Attorney in all matters which are the subject of this Agreement, to \$135,000.00, and Attorney will notify the City Attorney in writing, at the address set forth in the Agreement, when attorney's fees and costs reach \$130,000.00.

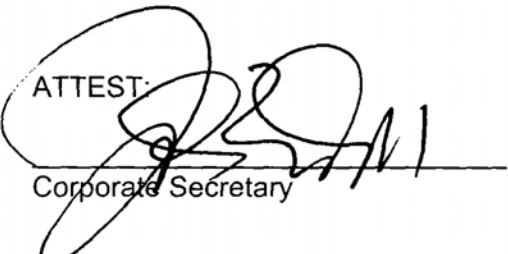
All other terms and conditions of the Agreement, as amended, remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, this Third Amendment has been executed in multiple copies on, and is effective as of, the date executed by City's Mayor below.

NORMAN WOHLGEMUTH CHANDLER &  
DOWDELL, P.C.

By:   
President

ATTEST:

  
Corporate Secretary

CITY OF TULSA, OKLAHOMA

*Dewey F. Bartlett, Jr.*  
Dewey F. Bartlett, Jr., Mayor

Date: *4/29/10*



**DEPUTY** City Clerk

*Stephanie Lewis*

APPROVED:

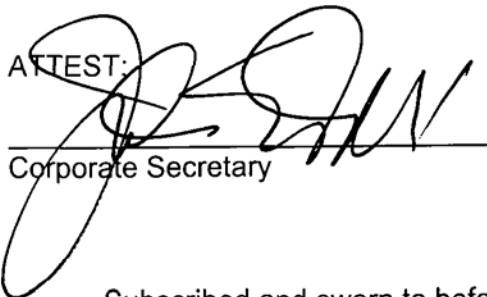
*Janice K. Kuylenstierna* 4/9/10  
City Attorney

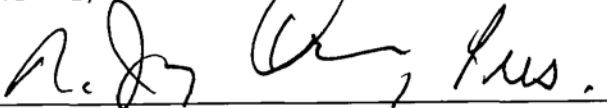
**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or materials furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

NORMAN WOHLGEMUTH CHANDLER &  
DOWDELL, P.C.

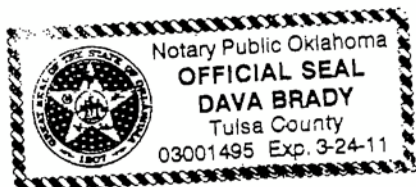
ATTEST:   
\_\_\_\_\_  
Corporate Secretary

By:   
\_\_\_\_\_  
President

Subscribed and sworn to before me this 9<sup>th</sup> day of April, 20 10.

  
\_\_\_\_\_  
Notary Public

My commission expires: 3-24-11  
My commission number: 03001495



**THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT**



**Donations Ordinance 22304  
Title 3, Chapter 4, Section 313  
Tulsa Revised Ordinances**

The City Clerk of the City of Tulsa, OK,  
a Municipal Corporation, hereby certifies  
that the foregoing is a true and correct  
copy of attachment herewith set out as  
appears of record in the City Clerk's Office,  
175 E 2nd Street, Suite 260, Tulsa, OK,  
this 1st day of April, 2011  
by [Signature] Deputy City Clerk



(Published in the Tulsa Daily Commerce  
& Legal News,

September 21, 2010.)

ORDINANCE NO. 22304

AN ORDINANCE AMENDING TITLE 4, CHAPTER 3, TULSA REVISED ORDINANCES, ADDING SECTION 313, ENTITLED "DONATIONS" PROVIDING FOR THE CITY OF TULSA POLICY REQUIRING ALL DONATIONS TO THE CITY OF TULSA TO BE ACCEPTED BY THE CITY COUNCIL; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY OF TULSA:

*Section 1. That Title 4, Chapter 3 be amended by adding Section 313, entitled "Donations", to read as follows:*

**"Section 313. Donations.**

- A. The City Council is the sole authority of the City of Tulsa authorized to accept upon behalf of the City of Tulsa, any gift, testamentary or otherwise, whether unconditional or conditional, of any property, whether real or personal or both, or service to the City of Tulsa or any of its boards, commissions, or agencies thereof; and, in such instances, the property, or, in the case of real property or intangible personal property, the muniments of title thereto, shall be delivered to, and any necessary receipts therefor shall be executed by the City Council. Any such gifts not expressly accepted by the City Council shall not be deemed accepted through any action or inaction by the City of Tulsa, its officers, employees, authorities, boards, or commissions.
- B. The City Council may approve such rules and regulations necessary to carry out the purposes and intents of this section, including authorizations of acceptance within defined parameters."

*Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.*

*Section 3. REPEAL OF CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict herewith be and the same are now expressly repealed with the specific exception that Title 12, section 505 of the Tulsa Revised Ordinances shall not be repealed, and shall be deemed in compliance with subsection B above.*

7c.

Section 4. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health and safety, by reason whereof this ordinance shall take effect immediately from and after its passage, approval and publication.

ADOPTED by the Council: AUG 19 2010  
Date  
[Signature]  
Chairman of the Council

ADOPTED as an emergency measure: AUG 19 2010  
Date  
[Signature]  
Chairman of the Council

OFFICE OF THE MAYOR

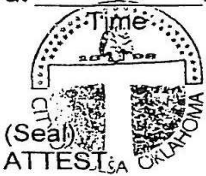
Received by the Mayor: \_\_\_\_\_, at \_\_\_\_\_  
Date Time

Dewey F. Bartlett, Jr., Mayor

By \_\_\_\_\_  
Secretary

APPROVED by the Mayor of the City of Tulsa, Oklahoma: \_\_\_\_\_  
Date

at \_\_\_\_\_



\_\_\_\_\_  
Mayor

[Signature]  
City Clerk  
APPROVED:

---

*Nurdse D. Rutter*  
City Attorney 01-1-05

**City of Tulsa Ethics Advisory Committee: Recommendation  
2008-02R**

**Accepting Gifts and Favors:  
Interpretation of Section 605 A,  
Ordinance Number 81084**

a Municipal Corporation, hereby certifies that the foregoing is a true and correct copy of attachment herewith set out as appears of record in the City Clerk's Office, 175 E 2nd Street, Suite 260, Tulsa, OK, this 7<sup>th</sup> day of April 2011 by \_\_\_\_\_ Deputy City Clerk



**CITY OF TULSA ETHICS ADVISORY COMMITTEE: RECOMMENDATION 2008-02R**  
**ACCEPTING GIFTS AND FAVORS: INTERPRETATION OF SECTION 605 A,**  
**ORDINANCE NUMBER 21084**

**Section 605 A. of City Ordinance Number 21084** (Ordinance) adopted by the City Council states as follows:

"City officials and their immediate family shall not directly or indirectly solicit or receive gifts, entertainment, or other favors which may influence or be reasonably perceived as influencing a City official in the performance of their official duties."

City Official is defined as every City of Tulsa elected official, officer, or employee, member of a City of Tulsa Board, Authority, Commission or Committee or Trustee appointed by the City of Tulsa to a public trust with the City of Tulsa as a beneficiary.

The Ordinance goes on to say: "Campaign contributions shall be permitted as provided by law".

**De Minimis Gifts Exempt:** The purpose of this Recommendation is to clarify what gifts or favors a City Official may receive from persons outside the City government and not violate the spirit of Section 605 A. Certain gifts may be considered to be "de minimis" i.e. so small in value as to be presumed not capable of influencing a City Official in the performance of his or her official duties. An example of a "de minimis" gift would be a seasonal gift, such as a box of cookies or candy. The Ordinance does not define "de minimis". Neither does the Ordinance exempt "de minimis" gifts. It is the opinion of the Ethics Advisory Committee; however, that gifts or favors which would be considered "de minimis" are exempt from the application of the Ordinance as they are deemed to be incapable of influencing a City Official in the performance of his or her official duties.

**Solicitation of Gifts Prohibited:** Irrespective of whether a gift is deemed "de minimis" no City Official may ethically solicit any gift or favor from a person or entity outside the regular employment of City Officials. Such solicitation, whether directly or indirectly by a City Official would violate the Ordinance. However, a City Official may, under this Policy, receive de minimis gifts or favors without violating the Ordinance.

**Definition De Minimis Gift:** The Committee is of the opinion that a "de minimis" gift or favor is one that does not have a reasonable retail value in excess of \$35.00. In calculating the reasonable value of a gift, all gifts from the same donor to the same donee within a calendar year shall be aggregated. In no event, however, shall a "de minimis" gift or favor be in the form of cash or cash equivalent, including gift cards. Any gift or favor that does not qualify to be "de minimis" may not be accepted by a City Official under any circumstance.

Notwithstanding the fact that a gift or favor is classified as "de minimis", if the recipient of such gift believes or should have believed, the gift or favor was made to influence the performance of his or her official duties, then the City Official should decline to accept the gift or favor.

Adopted, by Ethics Advisory Committee on January 8, 2008.

  
Roger B. Scott, Chairman

