

1917 (20i) Contract

07/26/2023

Contract Number A-21 023-M0

Date Received 12/07/2020

Transaction Number: T-21 200

Approved 1/15/2021

Agency Secretary of State

Status: Received Approved
 Under Review Rejected

Status Comments

Returned

Date Mailed

Law Firm Information:

Firm Name: Edinger Leonard & Blakley PLLC
Address: 100 Park Ave., Ste. 500
City: Oklahoma City
State: OK
Zip Code: 73102
County:
Phone: 405-702-9900
Fax: 405-605-8381

Attorney Name(s)	Bar Number	Hourly Rate Range	Hourly Rate for this contract
Ryan Leonard	19155	200	\$10,000 per month

Agency	Agency Number:	Agency Contact:	Agency Contact Phone Number:
Secretary of State	625	Tod Wall	405-522-2495

Renewal:

Contract Start:	11/01/2020	Contract End:	10/31/2021
Contract Amount:	\$120,000 annually	<input type="checkbox"/> Multi Year Contract	
Amended	No		
Contract Scope	Ryan Leonard is to perform the role of special counsel for Native American Affairs, under Brian Bingman, Secretary of State and Native American Affairs. Mr. Leonard will remain a contractor for the Governor.		
Reason not using Attorney General:	no such staff attorneys within the Secretary of State		

\$120,000 annually

Ryan Leonard is to perform the role of special counsel for Native American Affairs, under Brian Bingman, Secretary of State and Native American Affairs. Mr. Leonard will remain a contractor for the Governor.



Services Agreement - Ryan Leonard - start date 11-1-2020.pdf



OKLAHOMA

SERVICES AGREEMENT

THIS AGREEMENT is entered into effective November 1, 2020, by and between the Office of the Governor (“Governor”) and Ryan Leonard, PLLC (“Leonard”). Through this Agreement, the Governor retains Leonard to perform legal services in the role of Special Counsel for Native American Affairs under the following terms and conditions:

- I. In exchange for Leonard’s legal services to the Governor and Secretary of State and Native American Affairs Brian Bingman, Leonard will be compensated at an hourly rate of \$250 per hour, not to exceed \$10,000 per month, payable on the first day of each month beginning December 1, 2020. In addition, the Governor agrees to reimburse Leonard for all actual and necessary out of pocket expenses including but not limited to postage, copies, parking and automobile mileage at the rate of \$0.575 per mile.
- II. Reimbursement of Leonard’s travel expenses shall be in accordance with Oklahoma’s Travel Reimbursement Act, 74 O.S. § 500.1, *et seq.*, and other State statutes and rules.
- III. In accordance with 74 O.S. § 85.44B, which requires that payment be made only after services have been rendered and accepted, Leonard shall submit proper invoices electronically to Bond Payne, Chief of Staff, and Grace McMillan.
- IV. Payment of all fees shall be NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and other late fees are authorized to be assessed pursuant to Oklahoma law.
- V. Leonard shall procure at his own expense insurance coverage for Commercial General Liability, Auto Liability and Workers’ Compensation and Employer’s Liability.
- VI. Compliance with Applicable Laws
 - A. As long as Leonard has an obligation under the terms of the Contract and in connection with performance of its obligations, Leonard represents its present compliance, and shall

have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, which may include, but not limited to the following:

1. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81;
2. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
3. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
4. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
5. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
6. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
7. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
8. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
9. Be registered as a business entity licensed to do business in the State and be current on franchise tax payments to the State, as applicable.

VII. Confidentiality

A. Leonard shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Leonard to perform its obligations under the Contract. Leonard further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. Leonard warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Leonard, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without the Governor's prior express written permission. Leonard shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Governor's prior express written approval except as necessary for Leonard to render services under the Contract. Leonard further warrants that it has a tested and proven system in effect designed to protect all confidential information.

VIII. **Conflict of Interest**

A. In addition to any requirement of law or of a professional code of ethics or conduct, Leonard, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as Leonard has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the Governor. Any conflict of interest shall, at the sole discretion of the Governor, be grounds for partial or whole termination of the Contract.

IX. **Employment Relationship**

A. The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Governor and accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.


X. This Agreement may be terminated at any time by either party upon written notice. Unless otherwise terminated by either party, this Agreement expires December 31, 2021.

XI. **Availability of Records and Audit:** Leonard shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services for a period of five (5) years from the ending date of this Agreement. All files and records created or maintained in Leonard's representation of the State are property of the Governor. Upon reasonable notice, the

Governor, the Auditor's Office, the State Purchasing Directors, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the State hereunder for purpose of audit and examination, at Leonard's premises during normal business hours. Leonard further agrees to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, Leonard agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

XII. **Non-collusion:** This Agreement is invalid and of no effect unless a non-collusion certification is provided by Leonard, pursuant to 74 O.S. § 85.22, and attached hereto.

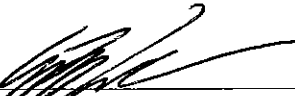
RYAN LEONARD, PLLC

BY: 

Dated: 11/1/20

Ryan Leonard

OFFICE OF THE GOVERNOR

BY: 

Dated: 11/1/20

Bond Payne, Chief of Staff



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.

Agency Name: Office of Management & Enterprise Services Agency Number: 090

Solicitation or Purchase Order #: 0900000359

Supplier Legal Name:

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:

[X] 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

Ryan Leonard
Supplier Authorized Signature

11/2/20
Certified This Date

Ryan Leonard, PUC
Printed Name

President
Title

405-367-0555
Phone Number

rleonard@elbattorneys.com
Email

405-605-8541
Fax Number



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.

Agency Name: Office of Management & Enterprise Services Agency Number: 090

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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:

[X] 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

Ryan Leonard
Supplier Authorized Signature

11/2/20
Certified This Date

Ryan Leonard, PUC
Printed Name

President
Title

405-367-0555
Phone Number

rleonard@elbattorneys.com
Email

405-605-8341
Fax Number

1917 (20i) Contract

07/26/2023

Contract Number A-21 024-M0

Date Received 01/08/2021

Transaction Number: T-21 204

Approved 1/29/2021

Agency Secretary of State

Status: Received Approved
 Under Review Rejected

Status Comments

Returned

Date Mailed

Law Firm Information:

Firm Name: Edinger Leonard & Blakley PLLC
Address: 100 Park Ave., Ste. 500
City: Oklahoma City
State: OK
Zip Code: 73102
County:
Phone: 405-702-9900
Fax: 405-605-8381

Attorney Name(s)	Bar Number	Hourly Rate Range	Hourly Rate for this contract
Ryan Leonard	19155	250	250.00

Agency	Agency Number:	Agency Contact:	Agency Contact Phone Number:
Secretary of State	625	Tod Wall	4055222495

Renewal:

Contract Start:	11/01/2020	Contract End:	12/31/2021
Contract Amount:	Contract period is from November 1, 2020 through December 31, 2021 at a rate not to exceed \$10,000 per month. Total Contract is not to exceed \$140,000		
Amended	No		
Contract Scope	Ryan Leonard will be providing services to Brian Bingman, Secretary of State and Native American Affairs.		

Reason not using Attorney General: lack of personnel with knowledge of subject matter

Contract period is from November 1, 2020 through December 31, 2021 at a rate not to exceed \$10,000 per month. Total Contract is not to exceed \$140,000

Ryan Leonard will be providing services to Brian Bingman, Secretary of State and Native American Affairs.



Legal Services Agreement - Ryan Leonard Contract - fully exec..pdf



OMES Certification.pdf



OKLAHOMA

SERVICES AGREEMENT

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 - A. As long as Leonard has an obligation under the terms of the Contract and in connection with performance of its obligations, Leonard represents its present compliance, and shall

have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, which may include, but not limited to the following:

1. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81;
2. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
3. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
4. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
5. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
6. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
7. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
8. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
9. Be registered as a business entity licensed to do business in the State and be current on franchise tax payments to the State, as applicable.

VII. Confidentiality

A. Leonard shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Leonard to perform its obligations under the Contract. Leonard further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. Leonard warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Leonard, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without the Governor's prior express written permission. Leonard shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Governor's prior express written approval except as necessary for Leonard to render services under the Contract. Leonard further warrants that it has a tested and proven system in effect designed to protect all confidential information.

VIII. **Conflict of Interest**

A. In addition to any requirement of law or of a professional code of ethics or conduct, Leonard, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as Leonard has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the Governor. Any conflict of interest shall, at the sole discretion of the Governor, be grounds for partial or whole termination of the Contract.

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A. The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Governor and accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.


X. This Agreement may be terminated at any time by either party upon written notice. Unless otherwise terminated by either party, this Agreement expires December 31, 2021.

XI. **Availability of Records and Audit:** Leonard shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services for a period of five (5) years from the ending date of this Agreement. All files and records created or maintained in Leonard's representation of the State are property of the Governor. Upon reasonable notice, the

Governor, the Auditor's Office, the State Purchasing Directors, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the State hereunder for purpose of audit and examination, at Leonard's premises during normal business hours. Leonard further agrees to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, Leonard agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

XII. **Non-collusion:** This Agreement is invalid and of no effect unless a non-collusion certification is provided by Leonard, pursuant to 74 O.S. § 85.22, and attached hereto.

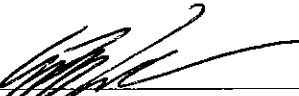
RYAN LEONARD, PLLC

BY: 

Dated: 11/1/20

Ryan Leonard

OFFICE OF THE GOVERNOR

BY: 

Dated: 11/1/20

Bond Payne, Chief of Staff



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.

Agency Name: Office of Management & Enterprise Services Agency Number: 090

Solicitation or Purchase Order #: 0900000359

Supplier Legal Name:

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:

[X] 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

Ryan Leonard
Supplier Authorized Signature

11/2/20
Certified This Date

Ryan Leonard, PUC
Printed Name

President
Title

405-367-0555
Phone Number

rleonard@elbattorneys.com
Email

405-605-8541
Fax Number



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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
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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,
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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.

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Ryan Leonard
Supplier Authorized Signature

11/2/20
Certified This Date

Ryan Leonard, PUC
Printed Name

President
Title

405-367-0555
Phone Number

rleonard@elbattorneys.com
Email

405-605-8341
Fax Number