



THE
PUBLIC FINANCE
LAW GROUP PLLC

ATTORNEYS AND COUNSELORS AT LAW

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5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR TAX INCREMENT FINANCE COUNSEL SERVICES

THIS AGREEMENT is entered into as of October 23, 2023, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and the BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY, OKLAHOMA (the “County”), as follows:

RECITALS

WHEREAS, the County desires to engage PFLG as tax increment finance counsel (“TIF Counsel”) in connection with the establishment of a tax increment district within the County (the “Formation”) pursuant to the Local Development Act, 62 O.S. §850 *et seq.*, as amended (the “Local Development Act”); and

WHEREAS, the Formation may be desirable to support certain economic development activities within the County, specifically an industrial development project, which will encourage commerce, the retention and expansion of employment, and generate a corresponding growth in the local tax base (collectively, the “Project”); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by County as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Tax Increment Finance Counsel Services.* PFLG will render the following services as TIF Counsel to the County:

- (1) Consultation with representatives of the County, including the County staff, District Attorney, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed tax increment district.
- (2) Preparation of written documentation relating to formal approval and formation of a tax increment district, including, as appropriate, project plans and authorizing resolutions or ordinances.

- (3) Attendance at such meetings or hearings of the County and working group meetings or conference calls as the County may request, and assistance to the County staff in preparation of such explanations or presentations to the governing body of the County as they may request.

Additional details with respect to TIF Counsel's anticipated scope of services with respect to the Formation are provided in Exhibit A attached hereto.

PFLG and County acknowledge that the County shall be represented by the Muskogee County District Attorney's Office (the "District Attorney") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with District Attorney to the extent requested by the County or the District Attorney.

In performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, County, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's scope of services do not include any services with respect to any real estate transactions in connection with the tax increment district. Furthermore, the scope of services do not contemplate representation with respect to any financing completed in connection with any improvements contemplated within the tax increment district. Any such representation, if necessary, will be provided at additional cost as agreed to at such later date. PFLG's services do not include representation of County or any other party to the Formation or the Project in any litigation or other legal or administrative proceeding involving the Formation, the Project, or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of Formation unless otherwise agreed to in writing.

B. Term of Agreement. This Agreement shall be effective from the date of execution through June 30, 2024, and shall be automatically renewed for additional one-year periods on July 1 of each year unless terminated pursuant to Section 2.D. herein.

2. Compensation and Reimbursements.

A. Compensation for Tax Increment Finance Counsel Services. For services as TIF Counsel to the County, PFLG shall be paid the following fees:

- a. \$37,500.00 shall be non-contingent and due and payable on the 1st of each month in the amount of \$12,500.00 for three months beginning November 1, 2023 (provided, however, the balance of this portion of the fee shall be immediately due upon formal action by the Board of County Commissioners with respect to the establishment of the tax increment district or upon termination or discontinuance of the formation process); and

b. \$17,500.00 shall be contingent upon and immediately due following formal action by the Board of County Commissioners with respect to the establishment of the tax increment district.

c. At the direction of the County or the District Attorney, PFLG shall be compensated at an hourly rate of \$345 per hour for any services rendered with respect to the drafting and approval of any economic development agreement(s) with a developer(s) pertaining to the Formation.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$3,000.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Formation shall be paid directly by the County, but if paid by PFLG on behalf of the County, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by County at the time of Formation except as provided in subparagraph (A) above.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by County, shall, at the option of County, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by County, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon the establishment of the tax increment district or upon termination or discontinuance of the formation process; provided that County shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Formation or the County.

3. Nature of Engagement; Relationships With Other Parties.

The role of TIF Counsel, generally, is to prepare or review the procedures and documentation relating to the establishment of a tax increment financing district pursuant to the Local Development Act. In performing its services in connection with the Formation, PFLG will act as special counsel to the County with respect to the Formation; i.e., PFLG will assist the District Attorney in representing County but only with respect to the Formation, in a manner not inconsistent with the role of TIF Counsel described above.

The County acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers,

financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Formation or the Project or that may be involved with or adverse to County in this or some other matter. PFLG agrees not to represent any such entity in connection with the Formation, during the term of this Agreement, without the consent of the County. Given the special, limited role of TIF Counsel described above, the County acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and County specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than County and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of County and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of County except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. County may assign its rights and obligations under this Agreement to (but only to) any other public entity that completes the Formation. County shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and County in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of County and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Nathan D. Ellis or Allan A. Brooks, III


COUNTY:

Board of County Commissioners
Muskogee County, Oklahoma
400 W. Broadway
Muskogee, OK 74401
Attention: Chairman

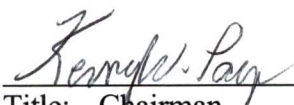
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County and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: 
Nathan D. Ellis

BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY, OKLAHOMA

By: 
Title: Chairman
Date: October 23, 2023

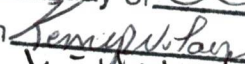
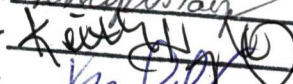
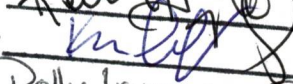

23 day of Oct 2023
Chairman 
Member 
Member 
Attest Polly Irving by 
County Clerk



EXHIBIT A

PROPOSED SCOPE OF SERVICES FORMATION OF TAX INCREMENT DISTRICT

Initial Feasibility Assessment

- Provide consultation with respect to a preliminary review and evaluation of the potential benefits and practicality of the formation of a tax increment or incentive district.

Project Plan Preparation

- Provide legal advice and consultation in development, drafting, and presentation of a project plan. A project plan generally includes the following elements:
 - Proposed district boundaries and improvements, including area eligibility determination
 - Estimated project costs, financing timeline, and assessment of financial impact
 - Existing and proposed maps of district
 - Proposed zoning, master plan, and ordinance changes
 - Designation of governmental entities and officials responsible for implementation

Official Review and Public Participation

- Provide legal advice and consultation with respect to procedures and actions for formal consideration of a tax increment or incentive district including:
 - Resolution initiating formal consideration and approval process and establishing a review committee
 - Presentations and/or attendance (as requested) at meetings with individuals, groups, and public bodies
 - Preparation of appropriate documents for review committee and planning commission consideration
 - Preparation of notices with respect to public meetings
 - Preparation of appropriate documents for formal approval and formation of district, including municipal ordinance

Implementation

- Provide legal advice and consultation with respect to notices and communication with affected taxing jurisdictions; formulation of operating procedures and guidelines to assist the County, the County Assessor and County Treasurer in the operation of the district.