



**HAMMONS
HAMBY &
PRICE**
Attorneys at Law

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January 12, 2023

Board of County Commissioners
Muskogee County
400 W. Broadway, Suite 100
Muskogee, OK 74401

RE: Representation

Dear Board of County Commissioners,

We at Hammons Hamby & Price, PLLC, (hereinafter the “Firm”) are pleased you have selected our firm to serve as counsel for your case. I am confident our firm will provide quality services in an efficient manner. This letter will confirm our discussion regarding engagement of this firm and will describe the basis on which our firm will provide legal services on behalf of you.

Accordingly, we submit for your approval the following provisions governing our engagement, hereinafter referred to as “Agreement.” If you accept such terms, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to contact us.

We are pleased to have the opportunity to serve you.

Client. The Firm’s client in this matter will be Board of County Commissioners of Muskogee County and is referred to in this letter as the “Client”.

Scope. The Firm is engaged to provide the Client with legal services relating to civil legal support for the county government as authorized by Oklahoma state law, including, but not limited to, 19 OS § 215.37M, 19 OS § 527, and 19 OS § 271. The Firm and the Client may agree to expand or limit the scope of our representation from time to time; however, any expansion or limitation must be confirmed in a writing.

Term. The Firm’s representation of the Client shall terminate upon on June 30, 2023, provided, the Firm’s representation shall automatically renew for successive additional one-year terms unless either party provides the other with written thirty (30) day notice of termination. In addition, either the Client or the Firm may terminate our engagement at any time for any reason upon notice to the other; although, the Firm’s right to terminate may be limited by the applicable rules of professional conduct. In the event that the Firm terminates the engagement, the Firm will take such steps as are reasonably practicable to protect the Client’s interests in the above matter and, if the Client requests, the Firm will suggest possible successor counsel and provide that

counsel with whatever papers provided to us. If permission for withdrawal is required by a court, the Firm will promptly apply for that permission, and the Client agrees to engage successor counsel to represent the Client.

Personnel. The attorney executing this Agreement on behalf of the Firm will be the principal attorney responsible for handling this matter on behalf of the Client; however, the Client agrees that certain portions of the legal work may be delegated to other attorneys and staff within the firm within the reasonable discretion of the principal attorney. In addition, if in the opinion of the principal attorney, it is necessary for the timely or proper handling of the matter, the Firm may on behalf of the Client retain experts either as witnesses or advisors. The Firm will advise the Client and obtain express approval from the Client prior to engaging such services, provided, the Client recognizes the ability of the Firm to render prompt and complete services may be materially hindered such should such approve be withheld or delayed.

Fees. The Client agrees to the pay the Firm a fee equal to \$ \$ 60,000 per annum for the legal services rendered to be paid in twelve (12) equal monthly installments, payable in advance. For any portion of representation which does not equal an entire year, the Firm will be entitled to a prorated amount of such fee.

Expenses. In the course of providing services for the Client, the Firm often incurs expenses. These expenses may include, but are not limited to, charges for serving and filing papers, courier, or messenger service, recording, or certifying documents, depositions, transcripts, investigations, witnesses, computer research charges, long-distance telephone calls, title insurance premiums, copying charges, overtime and overload clerical assistance, travel expenses, postage, and the fees and expenses of third parties. The Firm will bill expenses to you as they are accrued. Large disbursements may be billed in advance, while certain costs associated with litigation-related work, including, for instance, the charges of expert witnesses may be forwarded to the Client for direct payment to the billing party. All billings shall be due and payable upon receipt. Payment is due within thirty (30) days from the billing date. If payment is not received within such thirty (30) day period, the outstanding balance will accrue interest at the rate of five percent (5%) per annum from the billing date until paid in full.

Billing. A statement for legal fees will be rendered to the Client monthly and will include all legal fees incurred for the succeeding month. From time to time, the Firm will also include in such monthly statement a bill for incurred expenses directly related to the scope of this Agreement. All billings shall be due and payable upon receipt. Payment is due within thirty (30) days from the billing date. If payment is not received within such thirty (30) day period, the outstanding balance will accrue interest at the rate of five percent (5%) per annum from the billing date until paid in full.

Favorable Outcome Not Guaranteed. The Firm makes no warranty or representation concerning the successful termination of the matter or the favorable outcome of any legal action that may be undertaken. All statements by our personnel are statements of opinion only.

Power of Attorney. Client gives the Firm a power of attorney to execute all documents which are necessary or desirable to proceed with legal representation on the matter, such as

pleadings, contracts, commercial paper, settlement agreements, compromises, releases, verifications, dismissals, orders, and other similar documents.

Retention of Files. Upon termination of the Firm's engagement, Client may, upon written request, take possession of all of Client's files including any property or items furnished by Client or otherwise relating to the services. The Firm has the right to retain copies, at our expense, of all items contained in those files. If Client does not elect to take custody of the files, the Firm will retain the files for what the Firm considers to be a reasonable time at which time the files will be disposed of without further notice to you. The Client agrees all files may be disposed of at any time after the Firm's engagement.

Post Engagement Matters. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Client Responsibilities. The Client agrees to cooperate fully with the Firm and to provide promptly all information known or available relevant to the Firm's representation. The Client agrees to notify the Firm promptly of any change in the address or contact data for Client.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of law principles. Any dispute arising from this contractual relationship shall be decided solely and exclusively by State or Federal courts located in Muskogee, Oklahoma.

Integration. This Agreement constitutes the full and complete understanding between the Client and the Firm. Any other oral or written prior agreements or understandings are superseded hereby. Any amendment to this engagement must be in writing signed by all parties.

Please sign and date the accompanying copy of this letter and return to our office using the enclosed envelope. The effective date of this Agreement will be the date we receive copies showing execution by the Client.

(SIGNATURE PAGE FOLLOWS)

We appreciate your confidence in us.

Sincerely,

HAMMONS HAMBY & PRICE, PLLC

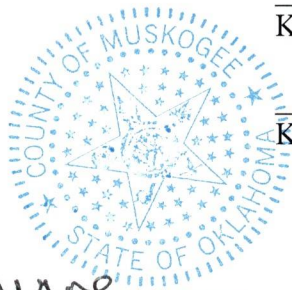
By: _____
John Tyler Hammons
President

APPROVED this 17th day of Jan, 2023.

Ken Doke

Keith Hyslop

Kenny Payne



Attest:

County Clerk

APPROVED AS TO FORM AND LEGALITY this 17th day of Jan, 2023.

Muskegee County District Attorney's Office