



J. Christopher Davis
Direct Tel: (918) 592-9890

chris.davis@crowedunlevy.com

November 1, 2023

JTH@HammonsPrice.com

John Tyler Hammons
General Counsel
330 N 4th Street
Muskogee, OK 74401

Re: *Oktaha Fire Association; Buckhorn Volunteer Fire Department
& Keefeton Fire Department tax dispute, Grand Jury Investigation*

Engagement Letter

Dear Mr. Hammons and/or Representative of Muskogee County Commissioners:

Thank you for selecting this firm to represent the County Commissioners of Muskogee County in connection with the above matter. This letter will confirm our discussion regarding our engagement and describe the basis on which our firm will provide legal services to you.

Client. Our client in this matter will be the County Commissioners of Muskogee County (the "County"). You have agreed that our representation of the County in this matter does not give rise to a lawyer-client relationship between the firm and any of the County's affiliates. In the event this matter does involve an affiliate of the County, we will run additional conflicts checks and will supplement our scope of retention accordingly.

Scope of Engagement. We have been engaged to represent the County in connection with the above matter. We have agreed that our engagement is limited to performance of services related to this action. Because we are not general counsel, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. In particular, our present engagement does not include responsibility for review of your insurance policies to determine the possibility of coverage for the claim asserted in this matter, for notification of your insurance carriers about the matter, or for advice to you about your disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

A PROFESSIONAL CORPORATION

TULSA • 222 N. Detroit Ave., Ste. 600 • Tulsa, OK 74120
DALLAS • HOUSTON • OKLAHOMA CITY
crowedunlevy.com

Client Responsibilities. You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep up informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. In particular, you agree to make County officers and employees available to attend trial, hearings, depositions and discovery conferences, and other proceedings, and to commit the appropriate personnel and sufficient resources to meet the County's discovery obligations.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

Advice about Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Confidential Communications. To preserve confidentiality of attorney-client communications, you should guard against disclosure of such communications to anyone other than your own or our representatives with responsibilities concerning this matter. You should be aware that electronic communications such as emails or text messages present an enhanced risk of accidental disclosure of confidences. Please do not communicate with us from a publicly accessible computer (*e.g.*, a hotel or library computer) or one for which you share access with others unless you can be certain that our communications will not be accessible to third parties. Individuals communicating with us from a workplace computer should be certain that no one has the right to access those communications or that computer without their consent. To reduce costs and expedite communications, we routinely use unencrypted email, however, if you desire for us to communicate by other means please advise us so that we can take appropriate measures.

Termination of Engagement. The County may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the County of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the County through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the County. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the County's interests in the above litigation, and the County agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the County through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and the County agrees not to oppose our request.

Conclusion of Representation Retention and Disposition of Documents. Unless termination occurs earlier as described above, our representation of the County in this matter will terminate upon our sending you our final statement for services rendered in the matter. At your request, your client documents, pleading files, and other materials generated as a result of the representation and belonging will be returned to you upon payment of outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, prepared by or for the internal use of lawyers. At the conclusion of the matter, all firm files, as well as your files if you have not requested their return, will be transferred to the person responsible for administering our records retention program. A reasonable number of years thereafter, in accordance with the firm's record retention policy, the files will be destroyed absent separate instructions from you as to your documents.

Post-Engagement Matters. You are engaging the firm to provide legal services in connection with specific litigation. After the litigation concludes, 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 litigation to provide additional advice on issues arising from the litigation, the firm has no continuing obligation to advise you with respect to future legal developments.

Fees. The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our 2023 billing rates are as follows:

Shareholder	\$450/hr
Director	\$400/hr
Senior Associate	\$350/hr
Junior Associate	\$250/hr
Paralegal	\$175/hr

Our billing rates are subject to change from time to time. Other factors also may be taken into consideration in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved; and the results obtained.

Costs. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, and long-distance telephone and fax charges, and search and filing fees. Such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. You also agree to pay the charges for copying documents for retention in our files. You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in the litigation. Their fees and expenses generally will not be paid by us, but will be billed directly to you.

Estimates. As we have discussed, the fees and costs relating to this litigation are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that the County's obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Payment of Statements. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 60 we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

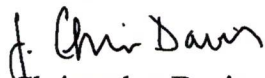
Trial Advance. Once a trial or hearing date is set, we will require you to pay all amounts then owing to us. If you fail to timely pay the then current balance, we will have the right to withdraw from the representation and to cease performing further work. If permission of the court or arbitration panel is required, you agree not to oppose any motion to withdraw.

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me, so that we may begin work.

November 1, 2023
John Tyler Hammons
Page 5

Please call me if you have any questions.


Sincerely,


J. Christopher Davis
For the Firm

JCD:ajw

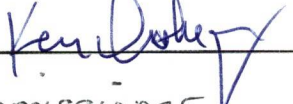
cc: Shelia Shamblin
BOCC@readymuskogee.org

AGREED TO AND ACCEPTED:

By: 

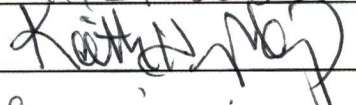
Title: BOCC Chairman

Date: 11/16/2023

By: 

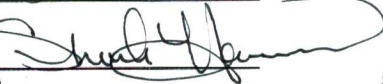
Title: Commissioner

Date: 11/16/2023

By: 

Title: Commissioner

Date: 11/16/2023

By: Polly Irving by 

Title: County Clerk

Date: 11/16/2023

By: 

Title: General Counsel

Date: 11/16/2023

