



**HAMMONS
HAMBY &
PRICE, PLLC**
Attorneys at Law

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Muskogee, OK 74401
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August 11, 2026

Board of County Commissioners
Pittsburg County
Pittsburg County Courthouse
115 E Carl Albert Parkway
McAlester, OK

RE: Representation of County

Dear Mr. Smith,

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 the Board of County Commissioners of Pittsburg County, Oklahoma, and is referred to in this letter as the "Client".

Scope. The Firm is engaged to provide the Client with legal services relating to the establishment of a tax increment financing district within Pittsburg County, Oklahoma. 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 writing.

Term. 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. This delegation may require meetings which expend the time for which you will be billed. 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 local or other legal counsel, court reporters, photographers, surveyors, title companies, appraisers, and experts either as witnesses or advisors. In the event our arrangement with other legal counsel would involve a division of our fee, the Firm will advise the Client and assume your approval unless the Client promptly informs the Firm otherwise.

Fees. The Firm's fees will be based on the time spent on Client's matters, with the minimum billable increment of time being **one-fourth (1/4th) of an hour**. The services for which Client may be charged include, for example, telephone and office conferences, conferences among our employees, research, correspondence, opinions, memoranda, court appearances, depositions, preparation of litigation documents, travel outside of the Muskogee area, and related papers. The Firm's current rates for the attorneys assigned to this matter are:

- **John Tyler Hammons \$300.00/hour**

The Firm adjusts these rates from time to time, typically on an annual basis. The Firm will notify the Client of adjustments, however, any adjustment must be confirmed by the Client in writing.

Expenses. In the course of providing services for the Client, our firm will incur expenses. These expenses may include, but are not limited to, charges for serving and filing papers, recording or certifying documents, depositions, transcripts, investigations, witnesses, computer research charges, long-distance telephone calls, copying charges, travel expenses incurred for travel outside of the Muskogee area, postage, and the fees and expenses of third parties. Our 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 and the charges of other law firms (acting, for example, as local counsel) may be forwarded to Client for direct payment to the billing party. **All allowable expenses will be billed at the cost to our firm without any markup.** Our Firm will not bill the Client, nor will our Firm make any claim against the Client, for expenses related to secretarial services of any sort except as are expressly requested by the Client. This includes both regular business hours work as well as overtime for such secretarial services.

Billing. A statement for legal fees will be rendered to the Client monthly and will include all legal fees incurred for the previous 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.

All invoices by the Firm will be sent to the Client at the following address:

115 E. Carl Albert Pkwy. Room 100

McAlester, OK 74501

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.

Lien. By the Client's signature on this Agreement, the Client hereby grants to the Firm a prior lien and security interest on all cash or other property received or recovered by the Client or the Firm under or related to any settlement, judgment, or other award to secure payment of the Client's fees and expenses to the Firm.

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.

Informed Consent. The Client recognizes the Firm currently serves as City Attorney for the City of McAlester, Oklahoma (the "City"). The Client recognizes the City is located within the jurisdictional boundaries of the Client. The City and the Client occasionally interact with one another. While the Client believes the Firm's representation of the City to not be a concurrent conflict of interest as the scope of this engagement does not impact the interests of the City, pursuant to Rule 1.7(b)(4) of the Oklahoma Rules of Professional Conduct, the Client hereby gives its informed consent to the concurrent representation by the Firm of the County and City as it relates to the scope of this engagement to the extent such a conflict exists.

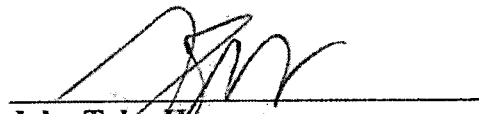
Integration. This Agreement constitutes the full and complete understanding between the Client and the Firm. Any other oral or written prior agreements or understandings are superseded hereby. Any amendment to this engagement must be signed in writing by all parties.

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.

We appreciate your confidence in us.

Sincerely,

HAMMONS HAMBY & PRICE, PLLC



John Tyler Hammons
President

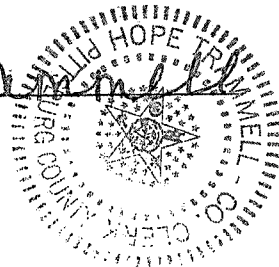
I, the authorized representative of the Client has read, understand, and agree to the terms of the above engagement letter this 17th day of August, 2026.



Chairman



County Clerk





Approved by the Office of the District Attorney