

**NAZARENUS
STACK &
WOMBACHER LLC**

Brian M. Nazarenius
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October 11, 2023

Via email to: craig.keith@okc.org

Craig B. Keith
Assistant Municipal Counselor
City of Oklahoma City
200 North Walker Avenue
Oklahoma City, Oklahoma 73102

**RE: Engagement of Nazarenius Stack & Wombacher LLC for the
Kiamichi River Water Supply Project**

Dear Craig:

You have asked this firm to represent the City of Oklahoma City and the Oklahoma City Water Utilities Trust (collectively, the "City") regarding the Kiamichi River Water Supply Project described below. We are pleased to represent the City under the terms and conditions of this engagement letter.

The Oklahoma Rules of Professional Conduct recommend that attorneys provide their clients with written agreements in an effort to avoid the possibility of misunderstandings. This letter will confirm the terms and conditions under which this firm will undertake to represent the City. We ask you to read this letter carefully and if it accurately sets forth the terms of our firm's engagement, sign it and return it to us.

SCOPE OF LEGAL REPRESENTATION

You have asked us to provide the City with legal advice and representation related to obtaining the state, federal, and tribal approvals, authorizations, and permits, including any related litigation and appeals, that are required for the Kiamichi River Water Supply Project, which will consist of the following: (a) the Kiamichi River intake in the vicinity of Moyers; (b) the pipeline from the Kiamichi River intake to Atoka Reservoir; (c) supporting pump stations; (d) the interconnection of the pipeline with the existing Atoka pipeline system; and (e) other related facilities. We will conscientiously represent the City in this matter, but please bear in mind that we cannot promise or guarantee the outcome of this or any other matter.

Although the preceding paragraph sets forth our understanding of the scope of our engagement, it has been our experience that clients often ask us to undertake work outside of the initial scope of engagement. When we mutually agree to extend the scope of engagement, we typically do not amend our initial letter of engagement unless requested to do so by the client. This agreement

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shall be deemed to be a continuing agreement in that if at any time the firm advises or represents the City in connection with any additional matter, that representation shall be under the same conditions and at the same fees as those expressed herein, unless we both agree in writing to the contrary. Of course, the firm reserves the right to decline representation at any time.

CONFLICTS AND POTENTIAL CONFLICTS

The firm has no apparent conflicts related to this representation. However, we do represent many other clients on a broad range of matters, and it is sometimes difficult to identify a conflict or potential conflict. If we become aware of a conflict, we will promptly discuss it with you. We reserve the right to withdraw from representation if we feel that we cannot properly represent the City's interests. If at any time during our representation you have any questions or concerns regarding our firm's representation of the City, you agree to bring those matters to our attention as soon as possible so that we may address and resolve them immediately.

FEES AND COSTS

Fees for services rendered will be based on the reasonable value of those services in accordance with Rule 1.5 of the Oklahoma Rules of Professional Conduct based upon the following factors: the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; the amount involved and the results obtained; the time limitations imposed by the client or the circumstances; the nature and length of the professional relationship with the client; and the experience, reputation, and ability of the lawyer(s) performing the services.

Our billing rates will be as provided in the most recently approved rate increase letter. The firm periodically revises its fee schedule, and you will be notified pursuant to a rate increase letter of any changes.

The time for which the City will be charged will include, without limitation, telephone and office conferences, factual and legal research, drafting of legal documents, pleadings, emails, letters, and other documents, and travel time. Time is generally kept and charged in increments of one-tenth of an hour, although we can make other arrangements should you so require. Prior to sending statements, we carefully review them for accuracy and to assure that work is being performed in an efficient manner.

In addition to our fees, we will bill the City for costs and expenses incurred in performing services, such as photocopying, messenger and delivery service, research, and recording and filing fees. Certain of the costs charged are comprised of direct costs and an allocation of indirect costs. Fees and expenses of third parties, such as title companies, appraisers, environmental consultants, or expert witnesses, will generally be the City's responsibility and billed directly to the City, unless we arrange otherwise. Regarding this last point, please note

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that the billing arrangements under the July 21, 2020 Master Agreement for Brown and Caldwell's consulting services will continue unless the City directs otherwise.

Fees and expenses will generally be billed monthly and are payable upon the City's receipt of our billing statement, or, in the case of an advance deposit, the City agrees to our debiting the deposit to pay fees and expenses. We expect bills to be paid promptly, as delayed payment adds to our overall cost of providing legal services. You agree that you will review our statements carefully upon receipt and notify us immediately if you have any questions or concerns. If we do not hear from you within 15 days after the statement is mailed or otherwise transmitted, we will assume that the statement is acceptable to the City as fair and reasonable. If you do have any questions or concerns, we agree to respond to your inquiries or concerns immediately. It is extremely important to our relationship and our ability to represent the City that any questions or concerns over our billing statements be resolved immediately.

FILE RETENTION POLICY

At the end of this matter, and upon final payment of all sums outstanding, the firm shall return any original file materials provided by the City. The City will be provided with copies of relevant documents on an ongoing basis, and it is the City's responsibility to retain those documents, including printing and retaining copies of all emails sent to or received from the firm. The firm shall not be responsible for maintaining file materials longer than five years. It is the firm's current policy to destroy all materials in its possession five years after the conclusion of a particular matter.

CLIENT RESPONSIBILITIES

You understand and agree to keep the firm informed at all times of any changes in contact information and to assist in providing information to the firm in a timely manner, as requested.

WITHDRAWAL FROM REPRESENTATION

If billed amounts are not paid when due, you agree that the firm has the right to postpone or defer providing additional services, or to withdraw from the engagement upon providing you with reasonable notice of our intent to do so.

As our client, the City will have the right at any time to terminate our services and representation upon written notice to the firm. However, termination will not affect the City's obligation to pay for all services rendered and costs advanced or incurred on behalf of the City prior to the date of termination.

If the foregoing terms are acceptable, please sign and return to me a copy of this letter to confirm the City's agreement to the foregoing. If you ever have any questions regarding any of these

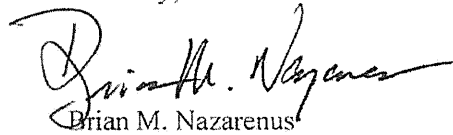
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terms, or any billing statement or other matters related to our representation, please contact me directly at telephone numbers (720) 647-9620 or (303) 263-8973 (cell).

In closing, I look truly forward to working with you and the City on this matter and sincerely thank you and the City for your continued trust and confidence.

Sincerely,

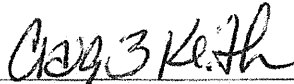


Brian M. Nazareus

Nazareus, Stack & Wombacher LLC

I agree to the foregoing and authorize Nazareus Stack & Wombacher LLC to represent the City of Oklahoma City and the Oklahoma City Water Utilities Trust in connection with the above-described matters.

By:



Craig B. Keith
Assistant Municipal Counselor
City of Oklahoma City