

## **CONTINUED COOPERATION AGREEMENT**

This Continued Cooperation Agreement (hereinafter “Agreement”) dated 21<sup>st</sup> day of September, 2021, (“Effective Date”) entered into by and between the Citizen Potawatomi Nation (the “Nation”), a federally-recognized tribal government, and The City of Shawnee, Oklahoma (the “City”), a duly-organized political subdivision of the State of Oklahoma (together, “Entities”) and hereby agree as follows:

**WHEREAS**, the Nation is a federally-recognized tribal government which possesses sovereign powers and rights of self-government since time immemorial; and

**WHEREAS**, the City is a duly-organized political subdivision of the State of Oklahoma, a state of the United States of America which possesses the sovereign powers and rights of a state; and

**WHEREAS**, the City and the Nation have neighboring jurisdictions, maintain a government-to-government relationship, and have overlapping citizenries and interrelated economies; and

**WHEREAS**, the Nation and the City, as neighbors, each benefit by and to the success of the other, and their futures successes are inextricably linked; and

**WHEREAS**, the Nation and the City desire to move forward in a spirit of mutual respect and admiration in order to set aside past disagreements; and

**WHEREAS**, the Nation and the City have identified certain opportunities to cooperate and collaborate to the mutual benefit of their citizenries and to enhance the prosperity of this region; and

**WHEREAS**, this agreement will bring certainty, respect, acceptance, and a commonality of purpose that ushers in a new era of partnership.

**NOW THEREFORE**, the City and the Nation hereby agree that, in the spirit of cooperation for the good of the citizens of the respective entities, and to further economic development and success, the following is agreed upon in furtherance of joint cooperation:

1. Time Frame. The Entities agree that within Ninety (90) days from the Effective Date of this Agreement, the Contemplated Agreements and Transition Items referenced herein shall be fully negotiated and mutual assent provided.

1.1. Extension of Time Frame. In the event the Contemplated Agreements and Transition Items are not fully negotiated and/or mutual assent is not achieved within the Ninety (90) day time frame, a single, additional, Sixty (60) day extension may be exercised upon written agreement by the Entities.

1.2. Actual Performance Not Required. The Time Frame shall only apply to the negotiation and mutual assent portions of the Contemplated Agreements and Transition

Items. Contemplated Agreements and Transition Items are not required to be performed or completed within the Time Frame set by this Agreement.

2. Contemplated Agreements. The following agreements are contemplated herein:

2.1. Extension of Fire Protection Agreement. This agreement is contemplated to utilize and extend the City's fire protection services into the Nation's boundaries. Said agreement will bring mutual benefit to the Entities and will provide fire protection the Entities' citizens.

2.2. Transfer of Infrastructure Agreement. The agreement is contemplated to transfer certain infrastructure located within the de-annexed territory from the City to the Nation in accordance with 11 O.S. §§ 21-101 et. seq.

2.3. Joint Maintenance Agreement. This agreement is contemplated to allow the Entities to share the responsibilities surrounding the maintenance of certain utilities and infrastructure which supports said utilities.

3. Transition Items. The following are items which are currently foreseen as vital matters necessary to the seamless transition following the de-annexation of territory from the City to the Nation:

3.1. Decommissioning of Equipment. Various antiquated equipment located both in and around the de-annexed territory is to be decommissioned and removed from service. Said equipment shall include, but is not limited to, the River Lift Station.

3.2. Transition of Utility Service. Various utility services and the accounts associated therewith which are provided to the citizens within the de-annexed area will need to be transitioned between the Entities. A transition plan is appropriate in order to prevent the cessation of services during the transition.

3.3. Supporting Documentation. Various supporting documentation with regards to the Contemplated Agreements and the Transition Items shall be required. Said documentation is not presently delineated, but if and when the need arises, Entities will work in conjunction to complete said documentation.

4. General Provisions.

4.1. Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid, certified mail, return receipt requested, addressed as follows:

If to City:

City of Shawnee  
Attn: City Manager

16 W. 9<sup>th</sup> Street  
Shawnee, OK 74801

If to Nation:

Citizen Potawatomi Nation  
Attn: Chairman  
1601 South Gordon Cooper Drive  
Shawnee, OK 74801

or to such other address, and to the attention of such other person or officer, as either party may designate, at the addresses that the party may designate by like written notice.

4.2. Survival of Obligations. The respective representations, warranties, covenants, and agreements of the parties to this Agreement shall survive consummation of the transactions contemplated herein and shall continue in full force and effect without expiration.

4.3 Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

4.4. Attorney's Fees. If this Agreement or any term or provision hereof becomes the subject of litigation, the prevailing party in such litigation will be entitled to recover from the non-prevailing party court costs and reasonable attorney's fees.

4.5. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the cooperation between the Entities and supersedes all prior agreements, arrangements and understandings, whether written or oral, relating to the subject matter hereof and all of them are merged into this Agreement.

4.6. Severability. Any provision of this agreement which is prohibited or unenforceable, in whole or in part, in any jurisdiction shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

4.7. Amendment. This Agreement may not be amended by any oral agreement or understanding but only by an amendment in writing executed by the parties hereto.

4.8. Binding Effect. The terms, conditions and covenants of this Agreement shall apply to, inure to the benefit of and be binding upon each of the Entities hereto and their respective successors and permitted assigns.

4.9. Headings. The section headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

4.10. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple original on the date first written above.

CITIZEN POTAWATOMI NATION

CITY OF SHAWNEE, OKLAHOMA

\_\_\_\_\_  
By: John A. Barrett, Tribal Chairman

\_\_\_\_\_  
By: Ed Bolt, Mayor

Accepted by the City of Shawnee on the 21<sup>st</sup> day of September, 2021

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Lisa Lasyone, City Clerk

SEAL

Approved as to form and legality

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Joseph Vorndran, City Attorney

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