

## **INTERLOCAL AGREEMENT**

This agreement is entered into this 27th day of May, 2026, between **BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA**, (hereinafter referred to as "COUNTY") and **ABSENTEE SHAWNEE TRIBE OF OKLAHOMA** (hereinafter referred to as "TRIBE") for FY 2026-2027.

Pursuant to 74 O.S. 1981 §1001 et seq., and 69 O.S. § 601 et seq., the governing boards of the COUNTY and the TRIBE find that it is to the mutual benefit of the citizens of both the COUNTY and the TRIBE to enter into an Agreement for Inter-local Cooperation pertaining to the creation of, maintenance of, and surfacing/resurfacing of certain streets, parking lots, roads, and driveways associated with the TRIBE which are continuations or connecting links in the State or County highway system.

WHEREFORE, in mutual consideration, the parties hereto agree as follows:

1. If the TRIBE determines a need for creation of, maintenance of, and surfacing/resurfacing of certain streets, parking lots, roads, and driveways associated with the TRIBE's road system which are continuations or connecting links in the State or County highway system, the TRIBE may make a written request for help with the labor, equipment, and/or materials to accomplish the requested work from the appropriate County Commissioner.
2. The TRIBE'S request shall be in writing and shall state the proposed work, what part is proposed to be done by the TRIBE and what part to be done by the COUNTY, and the proposed time frame for the completion of the work.
3. Engineering for each project shall be the sole responsibility of the TRIBE.
4. Projects where the COUNTY provides 100% of the labor will, within five (5) days of completion, be inspected by the TRIBE or its agents/representatives. If the TRIBE alleges any deficiencies in the manner in which the COUNTY work was performed, the TRIBE will provide written notice specifying those deficiencies within ten (10) days of the completion of said work. COUNTY will respond to any allegations of deficiencies within ten (10) days of receiving written notice from the TRIBE.
5. The TRIBE and the COUNTY agree to the loan of equipment back and forth as needed to complete these projects as long as such equipment is not being utilized or is otherwise unavailable. Parties will agree to a schedule of availability when possible. Maintenance, upkeep and repair due to normal use of the equipment will be the sole responsibility of the owner of the equipment. Damage to the equipment caused by misuse, improper operation, accident or misfortune shall be the responsibility of the party that is in possession and/or utilizing said equipment at the time of misfortune.
6. The COUNTY retains the right to perform all the work requested, part of the work requested or none of the work requested. When the COUNTY receives a written request for work,

the COUNTY will respond by the next COUNTY agenda meeting or as soon as practicable.

7. All materials and supplies provided by or made available pursuant to a contract executed by the COUNTY for such interlocal project performed hereunder, shall be paid for by the TRIBE at the time of delivery or by other appropriate arrangements for payment.

8. This agreement shall be effective from July 1, 2026 through June 30, 2027 and may be renewed or extended annually by appropriate affirmative action of the governing bodies of both parties.

9. Execution of this agreement will constitute a limited waiver of sovereign immunity by the TRIBE only as to the COUNTY and solely for the purpose of the resolution of any disputes arising here from between these parties.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026

**BOARD OF COUNTY COMMISSIONERS FOR CLEVELAND COUNTY.**

\_\_\_\_\_  
ROD CLEVELAND, District #1  
Cleveland County Commissioner,

\_\_\_\_\_  
JACOB McHUGHES, District #2  
Cleveland County Commissioner,

\_\_\_\_\_  
RUSTY GRISSOM, District #3  
Cleveland County Commissioner,

Attest:

\_\_\_\_\_  
PAM HOWLETT  
County Clerk

Deputy: \_\_\_\_\_

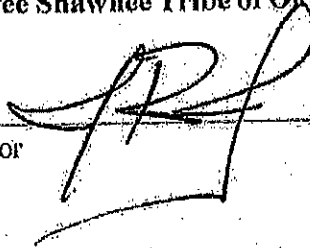
Reviewed and Approved for legality and form:

\_\_\_\_\_  
Assistant District Attorney

Approved this 27 day of May, 2020

Absentee Shawnee Tribe of Oklahoma

Governor



Attest:

Alvina Barnes  
Secretary

ALVINA BARNES  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES APR. 17, 2027  
COMMISSION # 23005312

Reviewed and Approved for legality and form:

[Signature]  
Legal Counsel