

SPECIAL CALL

AGENDA
BOARD OF CITY COMMISSIONERS
AUGUST 5, 2026 AT 3:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consideration of a Contract for Economic Development Services Between the City of Shawnee and Shawnee Forward.
2. Adjournment

Respectfully submitted,



Lisa Lasyone, MMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)



City Attorney Office
130 N. Broadway Ave., Suite 100
Shawnee, OK 74801
ShawneeOK.org

Date: August 5, 2026
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Sponsor: Commissioner Chris Odneal, Commissioner Mark Sehorn
Subject: Consideration of a Contract for Economic Development Services Between the City of Shawnee and Shawnee Forward.

Background: The City of Shawnee has historically contracted for economic development services. Since the 2017 merger between the Shawnee Chamber of Commerce and the Shawnee Economic Development Foundation, Shawnee Forward has provided economic development services for the City.

Financial Impact: \$300,000.00 from Fund 104-5-1310-53190

Attachments: Shawnee Forward and COS Contract

Staff Recommendation: Approval of item.

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES
BETWEEN THE CITY OF SHAWNEE AND SHAWNEE FORWARD**

This Contract made and entered into this 1st day of July, 2026, is between the City of Shawnee, Oklahoma, a Municipal Corporation (hereinafter "City") and Shawnee Forward, Inc., an Oklahoma Not For Profit Corporation and 501(c)(6) business organization (hereinafter, "Shawnee Forward")(together, "Parties").

WITNESSETH:

WHEREAS, local economic development is a legally recognized public and municipal purpose; and

WHEREAS, the City wishes to contract with Shawnee Forward to promote economic development in the City of Shawnee, Oklahoma; and

WHEREAS, the City deems this Contract and the services to be performed hereunder to be a unique professional services contract; and

WHEREAS, the desired economic vitality outcomes for the City include an increase in retail sales tax revenues; the attraction, development, retention, and expansion of businesses and industries; and the creation of quality jobs for the purpose of increasing the economic prosperity of the community and its citizens; and

WHEREAS, Shawnee Forward is a private, independent, non-profit organization comprised of private members, with a mission to assure the economic growth of the City of Shawnee.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the mutual benefits that accrue to each of the parties hereto, the City and Shawnee Forward do hereby agree as follows:

1. **Engagement of Shawnee Forward.** The City hereby engages Shawnee Forward to perform certain economic development services for the benefit of the City of Shawnee. Shawnee Forward accepts such engagement pursuant to the terms and conditions set forth herein.
2. **Services Provided by Shawnee Forward.** Shawnee Forward shall during the term of this Contract develop and implement programs designed to accomplish the following:
 - a. In support of the City, Shawnee Forward will engage in industrial and retail business solicitation activities in order to expand the economic base through the retention of existing businesses and industries, the attraction of talent, and entrepreneurship.
 - b. Shawnee Forward will market and promote City assets, properties, and businesses through various marketing channels, including www.shawneeforward.com
 - c. Shawnee Forward will endeavor to stimulate, encourage, and promote opportunities for collaboration and partnerships between the City and private sector.

- d. Shawnee Forward shall present the City's appointed Board members with an annual budget and plan of economic development by which it intends to promote the maintenance and expansion of the economic base of Shawnee.
 - e. Shawnee Forward shall regularly present the City's appointed Board member in executive session with the status of its business plan by providing a quarterly summary of its activities and its financial status, by reporting on revenue and expense categories compared to budget, balance sheets covering the period and year-to-date, and audits when completed. To ensure Shawnee Forward maintains its private status, no hard copies or electronic versions of these documents will be provided.
 - f. Shawnee Forward shall make such recommendations to the City as it may deem necessary to further the objectives of Shawnee Forward and/or the City.
 - g. Shawnee Forward shall utilize its time and resources to educate and promote the public on key economic initiatives that it believes will advance the region and the mission of Shawnee Forward.
 - h. Shawnee Forward shall make best efforts to obtain a lease or leases over as much of the Commission of Land Office property located along the I-40 corridor as commercially reasonable for the organization. Shawnee Forward shall work with the City to ensure the orderly and efficient development of this area.
3. **Governance and Board Representation.** Shawnee Forward shall remain a private, independent, non-profit organization governed by its Board of Directors. Notwithstanding the foregoing, the City of Shawnee shall be entitled to one (1) designated representative serving as a voting member of the Shawnee Forward Board of Directors for the duration of this Agreement.

The City of Shawnee's representative shall be the **City Manager**.

This representative shall have the same rights, responsibilities, and voting authority as other members of the Board, subject to Shawnee Forward's bylaws and applicable law.

The board representation provided for herein is expressly contingent upon the continuation of this Agreement. In the event this Agreement expires or is not renewed, the City of Shawnee's rights to appoint voting representatives to the Shawnee Forward Board of Directors shall automatically cease, subject to the organization's bylaws and any applicable transition provisions.

4. **Effective Date.** This Contract shall take effect on July 1, 2026, and shall remain in effect until June 30, 2027.
5. **Compensation.** The City will pay Shawnee Forward the annual sum of Three Hundred Thousand Dollars (\$300,000.00) payable quarterly in Seventy-Five Thousand Dollar (\$75,000.00) installments due by the 5th day of the beginning of each quarter. The City shall

appropriate funds in good faith for each fiscal year during the term of this Agreement. Payment shall not be withheld absent a material uncured breach.

6. **Records, Reporting, Inspection, and Audit.** Shawnee Forward shall maintain records reasonably sufficient to document the receipt and expenditure of City funds under this Agreement and shall provide the City with quarterly activity reports, quarterly summaries of expenditures of City funds, and an annual report describing services performed under this Agreement.

Upon reasonable written notice, the City may inspect or audit records reasonably related to the receipt and expenditure of City funds and the services provided under this Agreement during normal business hours and in a manner that does not unreasonably interfere with Shawnee Forward's operations.

The City's inspection and audit rights are limited to records reasonably related to this Agreement and shall not extend to Shawnee Forward's confidential business prospect information, donor or membership records, privileged communications, personnel records, or privately funded activities unless disclosure is required by applicable law.

Nothing in this Section shall require Shawnee Forward to disclose information protected by the Oklahoma Open Records Act, attorney-client privilege, applicable confidentiality agreements, or other provisions of law.

7. **Employees.** Shawnee Forward agrees to provide qualified and competent personnel to carry out the work program set forth herein.
8. **Independent Contractor Status.** Shawnee Forward is a separate, legal entity subject to direction and control by its Board of Directors. All employees carrying out tasks pursuant to this Contract are employees of Shawnee Forward and shall not be considered employees of the City under any circumstances. Any volunteers utilized by Shawnee Forward shall likewise be considered under the exclusive direction of Shawnee Forward and not employees or agents of the City under any circumstances. In this connection, should any liability arise under the Worker's Compensation Act of the State of Oklahoma due to injury of any employee of Shawnee Forward, the same shall be considered the sole and exclusive liability of Shawnee Forward.
9. **Non-Discrimination.** Shawnee Forward shall manage its operations in accordance with federal and state anti-discrimination laws and shall not discriminate against any employee, applicant for employment, or party seeking the services of Shawnee Forward because of race, creed, color, national origin, gender, ancestry, disability, or Shawnee Forward membership.
10. **Compliance with Laws.** Shawnee Forward shall conduct its business under the terms of this Contract in such a manner that it does not violate federal, state, or local laws or regulations applicable to the conduct of economic development organizations.
11. **Assignment.** Neither party shall assign this Contract or any rights, responsibilities, or interests without the prior written approval of the other party.

12. **Mutual Indemnification.** To the extent permitted by applicable law, each Party shall be responsible for its own negligent acts, omissions, and willful misconduct, and for those of its officers, employees, and agents. Shawnee Forward shall indemnify and hold harmless the City and its officers and employees from third-party claims, damages, and reasonable expenses, but only to the extent caused by the negligence or willful misconduct of Shawnee Forward or persons for whom Shawnee Forward is legally responsible. The City shall indemnify and hold harmless Shawnee Forward and its directors, officers, employees, and agents from third-party claims, damages, and reasonable expenses, but only to the extent caused by the negligence or willful misconduct of the City or persons for whom the City is legally responsible, subject to the Oklahoma Governmental Tort Claims Act and other applicable law. Neither Party shall be required to indemnify the other for the other Party's negligence, misconduct, or breach of this Agreement.
13. **Change in Status.** Shawnee Forward shall immediately report to the City any change in its legal or corporate status.
14. **Confidentiality. Confidentiality of Economic Development Information.** The Parties acknowledge that the successful performance of economic development activities frequently requires Shawnee Forward to receive or develop confidential, proprietary, commercially sensitive, or trade secret information concerning existing businesses, prospective businesses, property owners, investors, developers, site selectors, and other third parties. Except as otherwise required by applicable law, Shawnee Forward shall not be required to disclose to the City, and the City shall not require Shawnee Forward to disclose, any of the following:
- a. the identity of a business prospect that has requested confidentiality;
 - b. proposed business locations, expansion plans, relocation plans, acquisition plans, financing information, workforce information, pricing information, customer information, business plans, or other proprietary commercial information;
 - c. information received pursuant to a nondisclosure or confidentiality agreement;
 - d. trade secrets or confidential research, development, commercial, financial, or technical information;
 - e. donor, investor, member, sponsor, or prospect lists maintained by Shawnee Forward using private funds; or
 - f. attorney-client privileged communications, attorney work product, or other information protected from disclosure by applicable law.

Nothing in this Agreement shall be construed as requiring Shawnee Forward to breach a lawful confidentiality obligation owed to a third party.

15. **Waiver.** The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

16. **Open Records Requests.** If the City receives a request under the Oklahoma Open Records Act seeking records originating from, supplied by, or relating to Shawnee Forward, the City shall, to the extent permitted by law, provide Shawnee Forward with prompt written notice of the request before releasing the requested records. The City shall provide Shawnee Forward a reasonable opportunity to identify applicable statutory exemptions, seek clarification or narrowing of the request, notify an affected business or third party, or seek appropriate judicial relief. The City shall not voluntarily disclose records that are exempt from disclosure or that the City is not legally required to disclose. Nothing in this Section authorizes either Party to withhold a record that applicable law affirmatively requires to be disclosed.
17. **Breach or Default.** If either Party to this Contract fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other Party must give notice of such breach before any prior action. The breaching Party shall be notified, in writing, of its alleged breach and shall be given thirty (30) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by Shawnee Forward, the Contract shall terminate immediately. If the breach is not remedied, the other party may terminate the Contract.
18. **Notices.** Any notice required or permitted under this Contract shall be deemed sufficiently given or served if hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties as follows:

City of Shawnee:

Attn: City Manager
16 W 9th Street
Shawnee, Oklahoma 74801

Shawnee Forward, Inc.:

Attn: CEO
130 N. Louisa
Shawnee, Oklahoma 74801

Craig N. Brackeen
Henry Hopkins Atwood Brackeen, PLLC
116 N. Bell Ave.
Shawnee, OK 74801

19. **Governing Law; Submission to Jurisdiction.** Notwithstanding any provision to the contrary, the law of the State of Oklahoma shall govern the construction and enforcement of this Contract. The parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, Pottawatomie County, Oklahoma State District Court for the resolution of any dispute arising out of this Contract. Prior to the initiation of a district court action, the Parties agree to participate in good faith mediation to attempt to settle any disputes that may arise.
20. **Full and Complete Agreement.** This Contract shall constitute a full and complete understanding between the parties with respect to the subject matter set forth herein. No prior or future representation, inducement, agreement, promise, or undertaking, alteration,

amendment, deletion, or other such revision of or to this Contract shall have any force or effect unless the same is in writing and validly executed by both parties hereto.

21. **Severability.** Should any provision herein be determined to be illegal, invalid, void, or unenforceable by a court of competent jurisdiction, the balance of the Contract shall be deemed operative, to the extent possible.
22. **Construction.** Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
23. **Identity Theft Prevention.** Shawnee Forward agrees to familiarize itself with 16 CFR §681, Identity Theft Rules and 24 Okla. Stat. §161 et seq., the Security Breach Notification Act. Shawnee Forward agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
24. **Governmental Tort Claims Act.** By entering into this Contract, the City of Shawnee and its employees, as defined by the Governmental Tort Claims Act, 51 Okla. Stat. §151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Oklahoma Government Tort Claims Act.

[signature page(s) follow]

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WITNESS our hands on the ____ day of _____, 2026.

SHAWNEE FORWARD

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee on the ____ day of _____, 2026.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

Mark Simpson,
CITY MANAGER

ATTEST:

LISA LASYONE, MMC, CITY CLERK

APPROVED as to form and legality on ____ day of _____, 2026.

JOE VORNDRAN, CITY ATTORNEY