

LIMITED SUPPORT AGREEMENT

This Limited Support Agreement is entered into by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as “City,” and the Lawton Metropolitan Area Airport Authority, a public trust, herein after referred to as “Authority.”

Whereas, the Authority is involved in litigation related to Fire Station #2, which is located on airport grounds.

Whereas, the City, through its governing body, has determined that the City will provide limited funding to the Authority to be used solely for legal expenses related to litigation involving Fire Station #2, located on airport grounds.

Now, therefore, in consideration of the mutual obligations of the parties, the City and Authority agree as follows:

1. City agrees:
 - a. To allocate to the Authority from general funds an amount not to exceed One Hundred Twenty-Two Thousand Five Hundred Five and No/100 Dollars (\$122,505.00), to be used solely for legal expenses related to litigation involving Fire Station #2. Funds will be dispersed as claims for reimbursement are submitted for payment.

2. Authority agrees as follows:
 - a. To periodically submit to the City’s finance office claims for reimbursement, specifically related to legal expenses involving Fire Station #2. Such claims will be submitted in accordance with and in compliance with City’s policies and procedures. The Authority understands that once a claim is submitted the processing of said claim may take up to twenty (20) days. The City reserves the right to deny any claim that is not in conformance with the terms of this agreement.

 - b. In the event the Authority is awarded attorney fees in the litigation over Fire Station #2, the Authority agrees to reimburse the City an amount equal to any payments it receives by or on behalf of the defendants as part of an attorney fee award, said reimbursement to the City is not to exceed \$250,000.00, which is the total amount paid by the City under this agreement and a previous agreement dated April 9, 2024. The provisions of this paragraph will survive the expiration date of this agreement.

 - c. To abide by the Oklahoma Competitive Bidding Act, to the extent required by law.

 - d. To submit any request for funding for the following fiscal year to the City Manager and Finance Director of the City of Lawton by May 1, 2025.

- e. On or before the conclusion of the term of this agreement, any of the aforementioned funds not used for the explicit purpose of legal expenses related to Fire State #2 will remain within the City's General Fund.
3. Term. The term of this agreement will begin on July 1, 2024, and expire on June 30, 2025.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this agreement this 8th day of October, 2024.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

BY: _____
STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

LAWTON METROPOLITAN AREA
AIRPORT AUTHORITY

BY: _____

APPROVED as to form and legality for the City of Lawton, Oklahoma, this ____ day of October, 2024.

JOHN R. ANDREW, CITY ATTORNEY

