

JOINT REVOCABLE PERMIT

This Joint Revocable Permit (Permit) is entered into as set forth below between The City of Oklahoma City (City), the Oklahoma City Water Utilities Trust (OCWUT), and the LifeShare Foundation (Permittee).

WITNESSETH:

WHEREAS, the City owns and operates, and OCWUT leases and finances, the Oklahoma water system, which includes the Lake Hefner Reservation; and

WHEREAS, Permittee desires to hold the “Little Red Heart - Run, Walk, Social” (“Event”) on Saturday, September 23, 2023; and

WHEREAS, the Event will use City and OCWUT property, including Stars and Stripes Park, 3701 South Lake Hefner Drive; the Bob Hope Pavilion, 7620 North Portland Avenue; and the Bert Cooper Trail (collectively, the “Event Site”); as shown in **Attachment “A”**, incorporated herein; and

WHEREAS, the Event is a contemporaneous compatible use that will be open to the public and will have no adverse impact on water quality of the Oklahoma City water system; and

WHEREAS, the Event will require access control, as shown in the Site Plan (**Attachment “A”**); and

WHEREAS, Permittee has established criteria to control activities, exhibits, and services at the Event Site; and

WHEREAS, recognized special events and activities contribute to a high quality of life and increased civic pride; and

WHEREAS, the City and OCWUT are willing to grant this Permit for the Event.

NOW, THEREFORE, the parties agree:

1. GRANT

The City and OCWUT hereby grants Permittee this Permit to access the Event Site, as shown in **Attachment “A”**, to set up and operate the Event. This Permit shall be subject to the primary purpose of the Lake Hefner reservoir and reservation for water quality and the storage, treatment, and provision of water for the Oklahoma City water system.

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2. ALL EVENT ACTIVITIES AT PERMITTEE’S EXPENSE

Unless stated elsewhere in this Permit, Permittee shall, at its expense, plan, conduct, and manage all aspects of the Event.

3. FRANCHISES FOR PUBLIC UTILITIES

This Permit shall be subject and subordinate to current or future franchises granted by the City to any public utility, firm, or corporation to use the public ways. This Permit shall be further subject and subordinate to the right and power of the City to construct, operate, and maintain public utilities or facilities in, above, or under the public ways.

4. PERMIT TERM

This Permit shall be effective when approved by the City and OCWUT. This Permit shall authorize the Permittee and its volunteers, spectators, and participants to use the Event Site from 5:30 a.m. Central Time (CT) until 12:00 p.m. (CT) on Saturday, September 23, 2023.

5. ACCESS TO EVENT SITE

- A. During the Event, Permittee will limit access to the Event Site according to the Site Plan also included on **Attachment “A”**. The Permittee will obtain any necessary road closure permits from the City and shall barricade any road, or any lane thereof, as shown on the Site Plan.

- B. This Permit provides temporary limited access to the Event Site for ingress and egress to the extent necessary for the permitted purposes. Permittee agrees to limit use of vehicles to existing improved roads on the Event Site and shall not damage the fencing, access roads, property or structures of the City or OCWUT. Neither access to the Event Site nor any operation of Permittee or its officers, employees, agents, or contractors may interfere with any of Oklahoma City and/or OCWUT’s use of the Event Site.

6. ACTIVITY REGULATION BY PERMITTEE

To ensure public health, safety, and welfare, and to maintain high standards of Event quality, Permittee may regulate activities at the Event Site. These shall include, but not be limited to, exhibits, entertainment, promotions, and concessions.

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7. COMPLIANCE WITH DIRECTIVES

Permittee shall comply with all lawful directives of the Oklahoma City Police Department, Oklahoma City Utilities Director and designees, and Oklahoma City Director of Parks and Recreation, and designees, who shall be allowed, at any time, to fully enter or inspect the Event Site.

8. BARRICADES

Barricades, if needed, shall be placed properly by a licensed vendor. The placement and use of barricades shall be consistent with the Site Plan.

9. POTABLE WATER

Permittee assumes all responsibility for potable water brought to the Event Site. Permittee will contract for and pay for any treated water provided in accordance with Oklahoma City ordinances and policies. After the Event, Permittee shall restore the area where temporary potable water service is set to pre-Event condition or better.

10. TEMPORARY ELECTRICAL SERVICE

Permittee assumes all responsibility for temporary electrical service brought to the Event Site. Such temporary service shall be installed by a licensed electrical contractor, pursuant to an Electrical Permit issued by the City, and approved by a City inspector before the Event. After the Event, Permittee shall restore the area where temporary electrical service is set to pre-Event condition or better.

11. NOTICE OF EVENT

Before the Event, Permittee shall give notice of the Event to any residents and businesses abutting the Event Site. Permittee will obtain a letter from the East Wharf Manager acknowledging and approving the use of East Wharf leasehold for the Event.

12. TRESPASSING

Trespassing on private property is prohibited.

13. TRAFFIC CONTROL

For traffic-control issues, Permittee shall contact the City's Police Department and Public Work's Department before the Event. Traffic-control measures shall be consistent with the Site Plan.

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14. TRASH AND DEBRIS

Permittee will provide such additional trash receptacles as required in the Site Plan. Permittee shall clean up and remove all trash and debris generated, or otherwise occurring within the Event Site during the Event. Permittee shall do so before this Permit expires, or within twelve (12) hours after it is revoked.

15. DAMAGE TO CITY OR OCVUT PROPERTY

Permittee shall not cause or allow damage, drilling, painting, or permanent construction on City streets, sidewalks, or other City or OCVUT property unless pre-approved by the City's Director of Parks and Recreation and the Oklahoma City Utilities Director.

16. PORTABLE RESTROOMS

- A. Permittee shall provide portable restrooms at the Event Site as required by the City's Director of Parks and Recreation and Oklahoma City Utilities Director in the Site Plan. Of the portable restrooms required under this Section, at least fifteen percent (15%) must be Americans with Disabilities Act (ADA) compliant. Where possible, portable restrooms shall be placed on paved surfaces (excluding sidewalks and trails). In all cases, portable restrooms must be placed within forty (40) feet of a paved surface (excluding sidewalks).
- B. Permittee shall provide the portable restrooms on the Site Plan and must arrange for the portable restrooms and proper disposal of all wastewater in an authorized disposal site with four hours of the end of the Permit term.

17. TENT STAKES

Permittee shall use water barrels, sandbags, or cement blocks to secure tents, or other temporary structures, at the Event Site. Permittee shall not use tent stakes at the Event Site without approval of the City's Director of Parks and Recreation.

18. TRUCKS OR TRAILERS

Permittee shall ensure that trucks or trailers are placed on paved surfaces (excluding sidewalks and trails). Permittee shall not allow trucks or trailers, including, but not be limited to, concession trucks or trailers, to be placed on non-paved surfaces without approval of the City's Director of Parks and Recreation and Oklahoma City Utilities Director.

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19. CONSIDERATION

- A. Permittee shall pay the City four hundred twenty-five dollars (\$425) for this Permit, which includes:
 - 1. eighty dollars (\$80) to use Stars and Stripes Park for one (1) day;
 - 2. two hundred forty-five dollars (\$245) to use the Bob Hope Pavilion for seven (7) hours;
 - 3. eighty dollars (\$80) to use the Bert Cooper Trail for one day; and
 - 4. a non-refundable, twenty-dollar (\$20) processing fee.

- B. In addition to the requirements of Subsection 19.A., Permittee shall pay the City a refundable, three hundred-dollar (\$300) damage/cleaning deposit. Refunds shall be processed according to Oklahoma City Parks and Recreation policy. It may take up to eight (8) weeks for Permittee to receive applicable refunds.

- C. Permittee shall pay OCWUT one hundred twenty-five dollars (\$125.00) for the cost of administrating this Permit, which includes:
 - 1. a one-hundred dollars (\$100.00) Event permit fee; and
 - 2. non-refundable, twenty-five dollars (\$25.00) application fee.

- D. Permittee shall be financially responsible for damage to, or required cleaning of, all City or OCWUT property related to the Event, even if the damage/cleaning cost exceeds to deposit amount, as referenced in this Section. Such responsibility shall include, but not be limited to, damage/cleaning costs from unauthorized parking on grass areas within the Event Site and/or the cost to dispose of wastewater, trash or debris left at the Event Site after the Event.

- E. If Permittee fails to fulfill its obligations under this Section, it may be ineligible for future permits or other agreements with the City or OCWUT until Permittee does so. The City and OCWUT may also pursue legal action to collect the payment owed by and reimbursement due from Permittee under this Permit.

- F. The consideration required by this Section shall be due on the effective date of this Permit and shall be in addition to Permittee’s responsibilities described elsewhere in this Permit.

20. APPLICABLE TAXES AND FEES

Permittee shall pay any taxes or fees assessed in connection with this Permit. Permittee shall deliver to the City and OCWUT sufficient receipts or other evidence of payment of such taxes and fees, if requested by the Oklahoma City Director of Parks and Recreation.

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21. EVENT FEES AND CONTENT

Any fees that Permittee or its vendors charge Event attendees or participants must be reasonable and not exceed market tolerance for Special Events. Permittee and its vendors must respond to questions or concerns regarding Event fees, content, or related matters.

22. SAFETY

Permittee shall ensure that all activities under this Permit are conducted in a safe, supervised manner using the least invasive means feasible.

23. NON-DISCRIMINATION

Permittee shall not discriminate against any person because of race, color, religion, creed, sex, gender, national origin, age, familial status, genetic information, or disability, in furnishing services, privileges, activities, or employment opportunities under this Permit. Nothing in this Section shall prohibit Permittee from establishing categories for participation based on the age, gender, or skill level of the participants.

24. LIAISONS

The Oklahoma City Department of Parks and Recreation, the Oklahoma City Police Department, the Oklahoma City Utilities Department, and Permittee shall each designate at least one (1) representative to coordinate Event-related issues and serve as liaisons between the parties.

25. INDEMNIFICATION

- A. Permittee shall release, defend, indemnify, and hold harmless the City, OCWUT, and their officers, agents, and employees, for any claims or liability arising from any activity under this Permit. This provision shall survive the expiration or termination of this Permit, not be limited by any other Permit provision, and be binding upon Permittee and its representatives, successors, and assigns.
- B. The City and OCWUT are constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Permittee, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.
- C. The Permittee will not be required to indemnify, insure, defend or hold harmless the City or OCWUT against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City or OCWUT or their agents, representatives, subcontractors, suppliers or any other entity for whom the Permittee is not otherwise legally responsible.

- D. The Permittee must promptly advise the City and the OCWUT, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply.

26. INSURANCE

- A. Permittee shall provide a comprehensive general liability insurance policy sufficient to meet the City’s and OCWUT’s maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000.00) per person for injury or death, twenty-five thousand dollars (\$25,000.00) per claim for property damage, and one million dollars (\$1,000,000.00) for all claims arising from a single occurrence, to be effective during authorized periods of use, as described in Section 4. Permittee shall pay required insurance premiums or deductibles.
- B. Permittee’s insurance policy shall name the City and OCWUT as additional insured. Permittee shall not cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days’ prior, written notice to the City and OCWUT by certified mail using the contact information contained in Subsection 43.A.
- C. Permittee shall provide employers’ liability insurance and workers’ compensation insurance if and as required by state law.
- D. The insurance coverage required under this Section shall be effective during authorized periods of use, as described in Section 4. Consistent with the other requirements of this Section, Permittee shall provide a certificate of insurance to the City’s authorized agent(s) before this Permit is docketed for City Council action. (See **ATTACHMENT “B”**, incorporated herein.)

27. PERMIT REVOCABLE AT WILL

This Permit shall be revocable at will by any party without cause. The City Manager of the City, or designee (City Manager), is authorized to revoke this Permit on behalf of the City and OCWUT by providing written or verbal notice to Permittee. Upon delivery of such written or verbal notice by the Oklahoma City Director of Parks and Recreation or the Oklahoma City Utilities Director to any agent of Permittee, this Permit shall become void. In such case, Permittee shall immediately cease occupying and using the Event Site. Upon failure to do so, Permittee shall be deemed trespassing on public property under Section 30-35 of the Oklahoma City Municipal Code, 2020, as it may be amended (Code), and be subject to enforcement of the Code provisions.

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28. BREACH

Permittee shall comply with all Permit terms. Failure to do so shall be a Permit breach. Upon such breach, the Oklahoma City Director of Parks and Recreation or the Oklahoma City Utilities Director may give verbal or written notice to any agent of Permittee and may revoke this Permit on behalf of the City, as authorized in Section 27. If so, Permittee shall immediately cease occupying and using the Event Site or be subject to enforcement for trespassing, as provided for in Section 27.

29. TEMPORARY IMPROVEMENTS

Permittee is authorized to install and maintain improvements within the Event Site during the Permit term. Such installation and maintenance (as well as removal) of improvements within the Event Site shall be at the sole risk and cost of Permittee. The City and OCWUT reserves the right to dispose or to retain use, occupancy, or possession of improvements left within the Event Site after this Permit expires or is revoked.

30. RESTORATION OF DAMAGED PROPERTY

Permittee shall protect all City and OCWUT property within the Event Site. This shall include, but not be limited to, pavement, bleachers, electrical panels, signs, fences, trees, landscaping, irrigation systems and other structures. If City or OCWUT property is damaged, Permittee shall timely restore it to pre-Event condition or better or otherwise compensate the City or OCWUT for actual losses. This Section excludes normal wear and tear on City or OCWUT property, as determined by the City's and OCWUT's authorized agent(s).

31. LAWS AND OTHER PERMITS

This Permit shall be subject to applicable laws, rules, regulations, guidelines, and policies. Permittee, or its vendors, shall obtain other approvals, licenses and permits required to conduct the Event, which shall include, but are not limited to, food and beverage permits; construction, occupancy, and noise permits; and fire marshal approvals. Misrepresentations by Permittee, or its vendors, to obtain other necessary approvals to conduct the Event shall be grounds for revoking this Permit, as provided for in Section 27.

32. EVENT ADVERTISING, CITY SEAL, OCWUT LOGO, AND PARKS ICON

A. Permittee shall be responsible for marketing and promoting the Event. At their option, the City's and OCWUT's authorized agent(s) may assist in these efforts. However, they are under no obligation to so do.

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- B. All Event-related marketing and advertising shall be consistent with the OKC Parks Brand Standard and the OCWUT logo, as determined by the City's authorized agent(s). Any items that use the City seal, the OCWUT logo, or the OKC Parks Brand shall be pre-approved by the City's and OCWUT's authorized agents before public use. All advertising and promotion efforts shall be designed to ensure mutually beneficial results. However, the City's and OCWUT's authorized agent(s) reserve the right to modify any content.
- C. Any Event-related advertising or marketing done by Permittee before this Permit is approved by the City and OCWUT shall be at Permittee's risk.

33. SIGNS FOR PARK USE

- A. One (1) week before the Event, Permittee shall install temporary signs at the Event Site notifying the public of the Event.
- B. At least fifteen (15) calendar days before the Event, Permittee shall submit, for approval by the Oklahoma City Director of Parks and Recreation and the Oklahoma City Utilities Director or their authorized agent(s), information on the number, placement, and content of the temporary signs required under Subsection 33.A.

34. SECTION HEADINGS

The Section headings of this Permit are for convenience only and shall not affect its meaning or interpretation. Permittee acknowledges that its authorized agent was able to fully review all Permit terms before signing. This Permit shall not be construed in favor of (or against) any party based on who drafted it.

35. REPRESENTATIONS

Permittee warrants that it can fulfill its obligations under this Permit and that its signatory can bind it under the Permit terms.

36. DESIGNEES

- A. The Oklahoma City Director of Parks and Recreation is authorized to exercise any right or duty of the City under this Permit.
- B. The Oklahoma City Utilities Director is authorized to exercise any right or duty of the OCWUT under this Permit.

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37. GOVERNING LAW AND VENUE OF ACTIONS

This Permit shall be governed by, and construed according to, Oklahoma law. Any legal proceeding regarding this Permit shall be pursued in the appropriate court in Oklahoma County, Oklahoma. Each party shall pay its own attorney fees, and other expenses, related to such legal proceeding.

38. EVENT STAFF AND VOLUNTEERS

- A. Permittee shall provide sufficient staff and/or volunteers to monitor, facilitate, and control the Event. Permittee shall ensure that its staff and/or volunteers have required training, equipment, certifications, or other resources to successfully perform their duties under this Permit.
- B. Permittee shall work with the City and the OCWUT to ensure that at least one (1) City Police officer is on site during the Event. If, as determined by the City's authorized agent(s), additional City Police officers are required, the parties shall coordinate their presence at the Event. Permittee shall pay any cost for off-duty City Police officers to work the Event.
- C. During authorized periods of use, Permittee shall provide necessary security of the Event Site and related, temporary improvements.

39. RELEASES

- A. Permittee shall ensure that, before performing any tasks at the Event, all adult volunteers or participants sign an Acknowledgment and General Release. (See **ATTACHMENT "C"**, which are incorporated herein.)
- C. Permittee shall ensure that, before performing any tasks at the Event, all minor volunteers or participants submit a Release signed by their parent or legal guardian. (See **ATTACHMENT "D"**, which are incorporated herein.)
- D. Permittee shall maintain copies of the Releases required under this Section and provide them to the Oklahoma City Director of Parks and Recreation and the Oklahoma City Utilities Director or their authorized agent(s) upon request. Permittee's paid Event personnel need not submit Releases.

40. SMOKING AND VAPING PROHIBITED

Smoking and vaping are prohibited at the Event Site. Permittee shall take reasonable steps to ensure compliance with the City's no-smoking/no-vaping Ordinance. This smoking and vaping include, but is not limited to, smoking or vaping of tobacco or marijuana products.

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41. **ALCOHOL**

- A. No person shall use, possess, consume, or distribute alcoholic beverages within a City-owned lake reservation except as permitted by law at those establishments and locations where the requisite State license has been issued and is in effect. Provided, the Utilities Director has the authority to grant a special permit for the use of wine and beer within any area of a City-owned lake reservation.
- B. Permittee shall take reasonable steps to ensure compliance with applicable laws regulating the sale and consumption of alcohol at the Event. If permitted by the Utilities Director, no alcohol purchased at the Event shall leave the Event Site.

42. **TEMPORARY FENCING**

As approved by the City's and OCWUT's authorized agent(s), Permittee may furnish, install, and maintain temporary Event and perimeter fencing at the Event Site.

43. **NOTICES**

- A. Official communications to the City regarding this Permit shall be sent to:

The City of Oklahoma City
Parks and Recreation Department
420 West Main, Suite 210
Oklahoma City, OK 73102
parkevents@okc.gov
405-297-3882

and

The City of Oklahoma City
c/o City Clerk's Office
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov
405-297-2391

and

The Oklahoma City Water Utilities Trust
c/o General Manager
420 West Main Street, Suite 500
Oklahoma City, OK 73102
ocwut-suppot@okc.gov
405-297-2422

- B. Official communications to Permittee regarding this Permit shall be sent to:
The LifeShare Foundation
c/o Heather Dean
4705 Northwest Expressway
Oklahoma City, OK 73112
hdean@lifeshare.org
405-760-2964

or to such persons and addresses as the parties later designate in writing.

44. NOTIFICATION OF DAMAGE

Permittee shall immediately notify the Oklahoma City Director of Parks and Recreation and the Oklahoma City Utilities Director or their authorized agent(s) of damage within, or adjacent to, the Event Site due to activities under this Permit. This damage shall include, but is not limited to, property or environmental damage.

45. EMERGENCY, INCLEMENT WEATHER, OR UNFORESEEN CIRCUMSTANCE

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent Permittee from conducting any part of the Event, the parties shall notify each other's liaisons as soon as is feasible.
- B. If either party, acting in good faith, elects to postpone or cancel any part of the Event as provided for under this Section, it shall do so in writing to the other party (by email, text, or other means). Permittee shall be responsible for providing proper notice of such postponement or cancellation to Event attendees or participants.
- C. If any part of the Event is postponed or cancelled, as provided for under this Section, the City and Permittee may reschedule it upon mutual consent, which shall not be unreasonably withheld. An alternate Event date(s) within one (1) year of the scheduled Event date(s) must be chosen within fourteen (14) calendar days after such postponement or cancellation.
- D. Postponement or cancellation of any part of the Event due to an emergency, inclement weather, or other unforeseen circumstance shall be without cost or liability to the City or OCWUT.
- E. As used in this Section, an emergency or other unforeseen circumstance shall include, but is not limited to, a declaration of a state of emergency by a federal, state, or local jurisdiction that substantially impacts the Event or prevents Permittee from conducting the Event.

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46. ENVIRONMENTAL DAMAGE

Consistent with the requirements of Section 59, Permittee shall cause no environmental damage at the Event Site, or on surrounding City or OCWUT property. If such damage occurs due to activities under this Permit, Permittee shall immediately remedy the situation, pursuant to applicable environmental regulations, or otherwise compensate the City or OCWUT for actual damages or losses.

47. PARKING

- A. Event parking shall only be allowed in designated areas, as shown in the approved Site Plan. Permittee's Event security personnel shall inform Event attendees of City parking ordinances and, if necessary, notify the City's Police Department of parking violations.
- B. Permittee shall prohibit vehicle parking on non-paved areas of the Event Site. However, Permittee's authorized agents may operate vehicles on non-paved areas of the Event Site **for temporary loading, unloading, and transport of Event-related equipment, supplies, and personnel only**. Other such operation or parking of vehicles by Permittee's agents or Event attendees shall be a Permit breach.
- C. Event Parking fees shall not exceed the current, daily rates established or approved in writing by the Oklahoma City Department of Parks and Recreation.

48. ASSIGNING OF PERMIT

This Permit shall not be assigned without written consent of the City or OCWUT.

49. DRONES

- A. Permittee, or its agent(s), shall not operate drones, or other radio-controlled aircraft, at the Event Site without approval of the City's authorized agent(s). A copy of the operator's Federal Aviation Administration license shall be required as part of the approval process.
- B. If authorized by the Utilities Director, then only licensed operators shall be authorized to operate the drones. Upon request, the Permittee must provide the Utilities Director a copy of any video and pictures taken by the drone.

50. CITY SERVICES MEETING

- A. Well in advance of the Event, Permittee's authorized agent(s) shall attend a City Services Meeting. At the City's option, the City Services Meeting may be held in-person, by videoconference, or by other means.

- B. At the City Services Meeting, Permittee shall present information about the Event and receive direction from representatives of the City, the Emergency Medical Services Authority (EMSA), the EMBARK public transit service, or similar entities about Event-related logistics and safety. Permittee shall comply with all directives received at the City Services Meeting. Failure to do so shall be a Permit breach.

51. OUTSIDE VENDORS

Permittee may prohibit non-authorized vendors from soliciting within the Event Site.

52. PROHIBITED ITEMS

- A. Permittee may prohibit Event attendees from bringing certain items within the Event Site. Permittee shall post appropriate notice at the Event Site, and in pre-Event advertising, to inform the public of the prohibited items. Such items are listed on **Attachment “E” - Prohibited Items**, which is incorporated herein by reference and may include, but are not limited to, lasers, coolers, umbrellas, or certain weapons.
- B. The possession or use of firearms at the Event Site is prohibited, unless authorized as provided by Oklahoma law.

53. RESTRICTIONS ON MEDICAL SERVICES

Permittee shall not authorize healthcare providers to issue medical recommendations at the Event Site. Nothing in this Section shall prohibit Permittee from facilitating emergency medical care to Event volunteers, attendees or participants as provided by EMSA, City Police officers or firefighters, or others.

54. EVENT SITE “AS-IS”

- A. Permittee accepts the Event Site “as-is” and without warranty. The City and OCWUT make no representation about the Event Site’s suitability for Permittee’s intended use and shall not be liable for any defect at the Event Site.
- B. Permittee warrants that, before entering into this Permit, Permittee’s authorized agent(s) inspected the Event Site, to the extent they deemed necessary and prudent, to determine the facility’s condition and appropriateness for use in conducting the Event.

55. NO WATER BALLOONS

Permittee shall not authorize Event volunteers, attendees or participants to use water balloons at the Event Site.

56. CONFLICT OF INTEREST

No City or OCWUT officer or agent shall have any financial interest, directly or indirectly, in this Permit. Permittee shall promptly notify the City’s authorized agent(s) of any known, or potential, conflict of interest involving any City or OCWUT officer or agent.

57. WAIVER OF BREACH

The City and the OCWUT may waive any Permit breach. However, that shall not constitute a continuing waiver of such breach, or similar Permit breaches. Also, the City or the OCWUT may later require Permittee to comply with any previously waived Permit breach.

58. PURPOSE

- A. The Lake Hefner Reservoir and Reservation were constructed, and are used and maintained, for the primary purpose of providing potable water. However, from time to time, the City and OCWUT permit recreational use of the Lake Hefner Reservoir and Reservation that is not inconsistent with the primary purpose.
- B. Permittee shall use its best efforts to limit its impact on other users of the Event Site or the primary purpose of Lake Hefner reservoir and reservation.
- C. Permittee shall not allow any condition or activity at the Event Site that materially or adversely affects the operation or maintenance of the Lake Hefner Reservoir and Reservation or related facilities.
- D. Consistent with the requirements of Section 54, Permittee and Event participants accept the Event Site “as-is.” No representations regarding the condition of the Event Site, or any portion thereof, shall be held against the City or OCWUT. Permittee acknowledges that City trails, sidewalks, streets and public rights-of-way are not designed, constructed, or maintained for racing. Permittee shall conduct any necessary and prudent inspections of the Event Site. Neither the City nor OCWUT shall be liable for any latent or patent defect in the design, construction, or maintenance of the Event Site, or any portion thereof.

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59. ENVIRONMENTAL

- A. Permittee shall not permit any chemical substance or hazardous material to be brought upon, introduced into, or kept, stored, or used in or about the Lake Hefner Reservoir and Reservation without the prior, written consent of the City's Utilities Director or designee (Utilities Director). Acts, activities, or omissions of Permittee shall include the acts, activities, and omissions of Permittee and its vendors or associates. Permittee shall demonstrate to the Utilities Director that such chemical substance or hazardous material is necessary to Permittee's operations under this Permit. Permittee shall use, keep, and store any such chemical substance or hazardous material in a manner that complies with all applicable laws and regulations, in a manner prescribed by the Utilities Director, and in a manner that will prevent any discharge into, or adverse effect upon, the Lake Hefner Reservoir and Reservation.

- B. If Permittee breaches this Permit, or if Permittee allows or causes contamination of the Lake Hefner Reservoir and Reservation by any chemical substance or hazardous material, Permittee shall be legally liable to the City and OCWUT for any resulting damage or loss. In addition, Permittee shall indemnify, defend, and hold harmless the City and OCWUT, and their officers, agents, and employees, from any and all damages, claims, judgments, penalties, fines, attorney fees, expert fees, consultant fees, costs, liabilities, or losses that arise during or after the Permit term as a result of such contamination. This indemnification of the City and OCWUT by Permittee also includes, without limitation, costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal, or restoration work required by the City or OCWUT, or any federal, state, or local governmental agency or political subdivision, because of any contamination or chemical substance or hazardous material present in the soil, groundwater, or water supply at the Lake Hefner Reservoir and Reservation resulting from the acts, activities, or omissions of Permittee and its associates.

- C. Without limiting the foregoing, if the presence of any chemical substance or hazardous material on the Lake Hefner Reservoir and Reservation results, or could result, in any contamination of the Lake Hefner Reservoir and Reservation, Permittee shall, at its expense, promptly take all actions necessary to return the Lake Hefner Reservoir and Reservation to the condition existing prior to the introduction of any such chemical substance or hazardous material. Provided, Permittee shall first obtain the approval of such actions by the Utilities Director, which approval shall not be unreasonably withheld if such actions would not adversely affect the Lake Hefner Reservoir and Reservation.

CONTINUED ON THE NEXT PAGE

- D. The indemnity set forth in this Section shall survive the expiration or termination of this Permit. As used herein, the term “chemical substance” means a substance obtained by a chemical process or used for producing a chemical effect, including, but not limited to, pesticides, herbicides, and fertilizers. The term “hazardous material” means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments and additions thereto, or such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.
- E. Consistent with the requirements of Section 7, the City and OCWUT, and their employees and agents, shall have the right, but not the duty, to inspect the operations and facilities of Permittee and its associates at any time to determine whether Permittee and its associates are complying with the terms of this Permit. If Permittee and its associates are not in compliance with this Permit, the City and OCWUT shall have the right to immediately remedy any contamination, or potential contamination, at Permittee’s expense. Any contamination caused by Permittee and its associates’ failure to comply with this Permit may cause this Permit to be terminated or suspended by the City Manager immediately and without notice, notwithstanding any other provisions of this Permit. Neither the City nor OCWUT shall be liable for any damages, loss, or business interruption or interference caused by such termination or suspension.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by the LifeShare Foundation this 5th day of July, 2023.

Katy Smith
Authorized Agent

County of Oklahoma)
State of Oklahoma) SS:



This instrument was acknowledged before me on this 5th day of July, 2023.

Notary Public Tari Tibbits My commission expires 9/21/24.

APPROVED by the Oklahoma City Water Utilities Trust this 1ST day of AUGUST, 2023.

Amy K Simpson
Secretary



Jim O'Connell
Chairman

APPROVED by the Council of The City of Oklahoma City this 15TH day of AUGUST, 2023.

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Patricia Mann

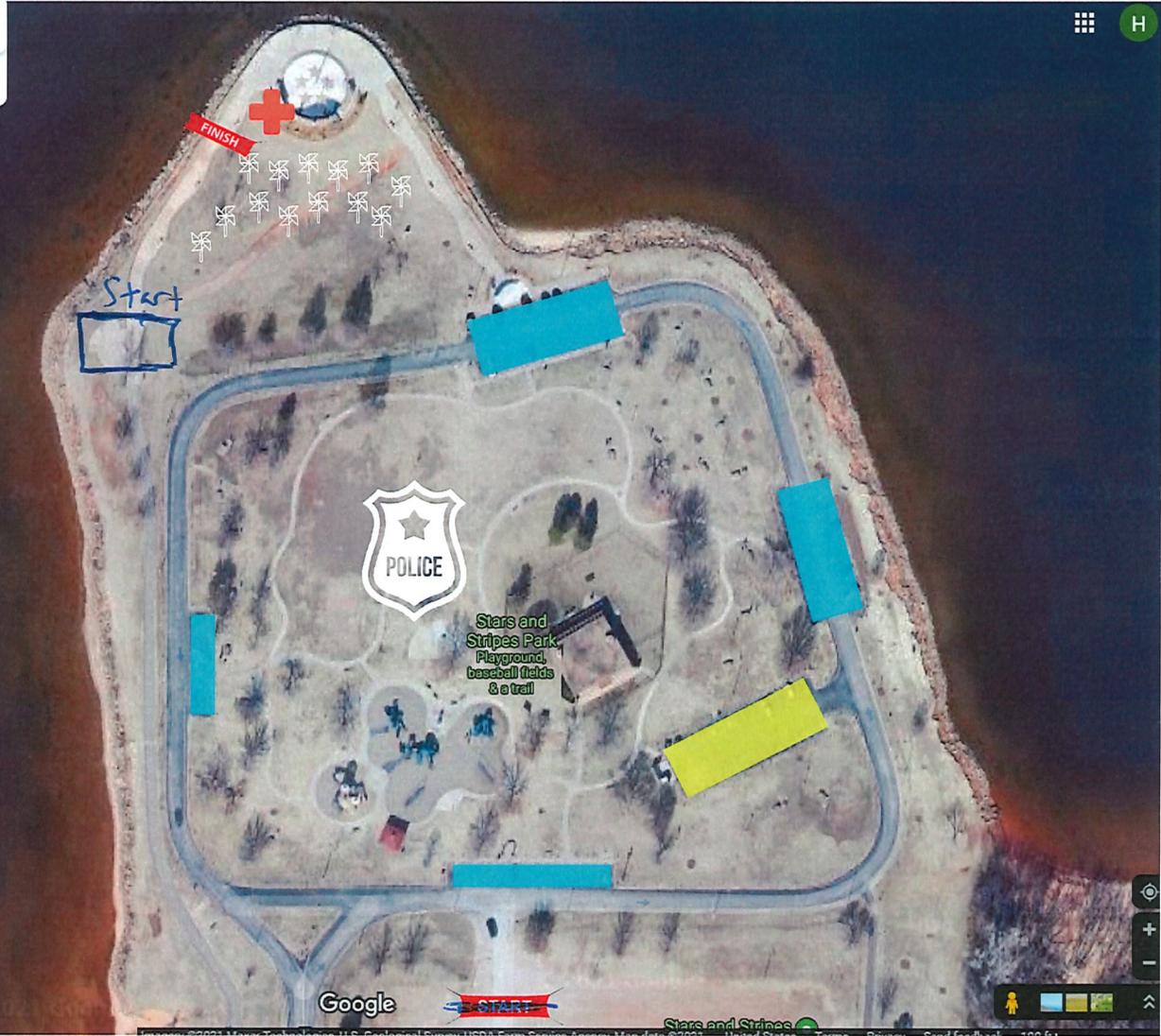
Assistant Municipal Counselor

ATTACHMENT “A
Event Site and Site Plan

(Attached)

Search Google Maps

See travel times, traffic and nearby places



Parking

VIP/Staff Parking

First Aid/Medi

Police /Security
Presence

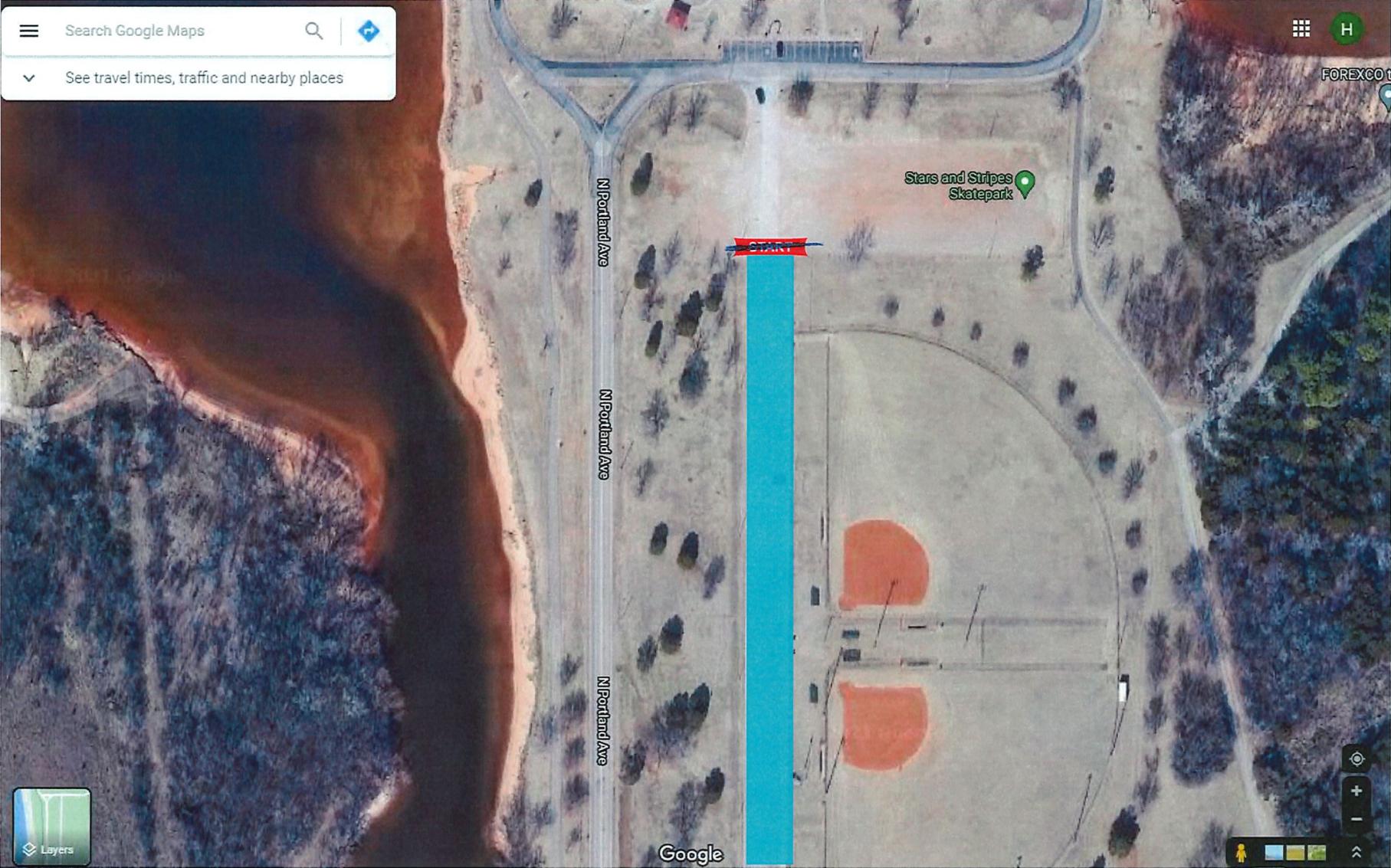
Water Station

Turn around

Google

Stars and Stripes

☰ Search Google Maps 🔍 📍
▾ See travel times, traffic and nearby places



Google

📍 + - 🏠



WALK THE VILLAGE, OK, UNITED STATES

0.53 MI 10 FT

LRH RUN - 1 MILE

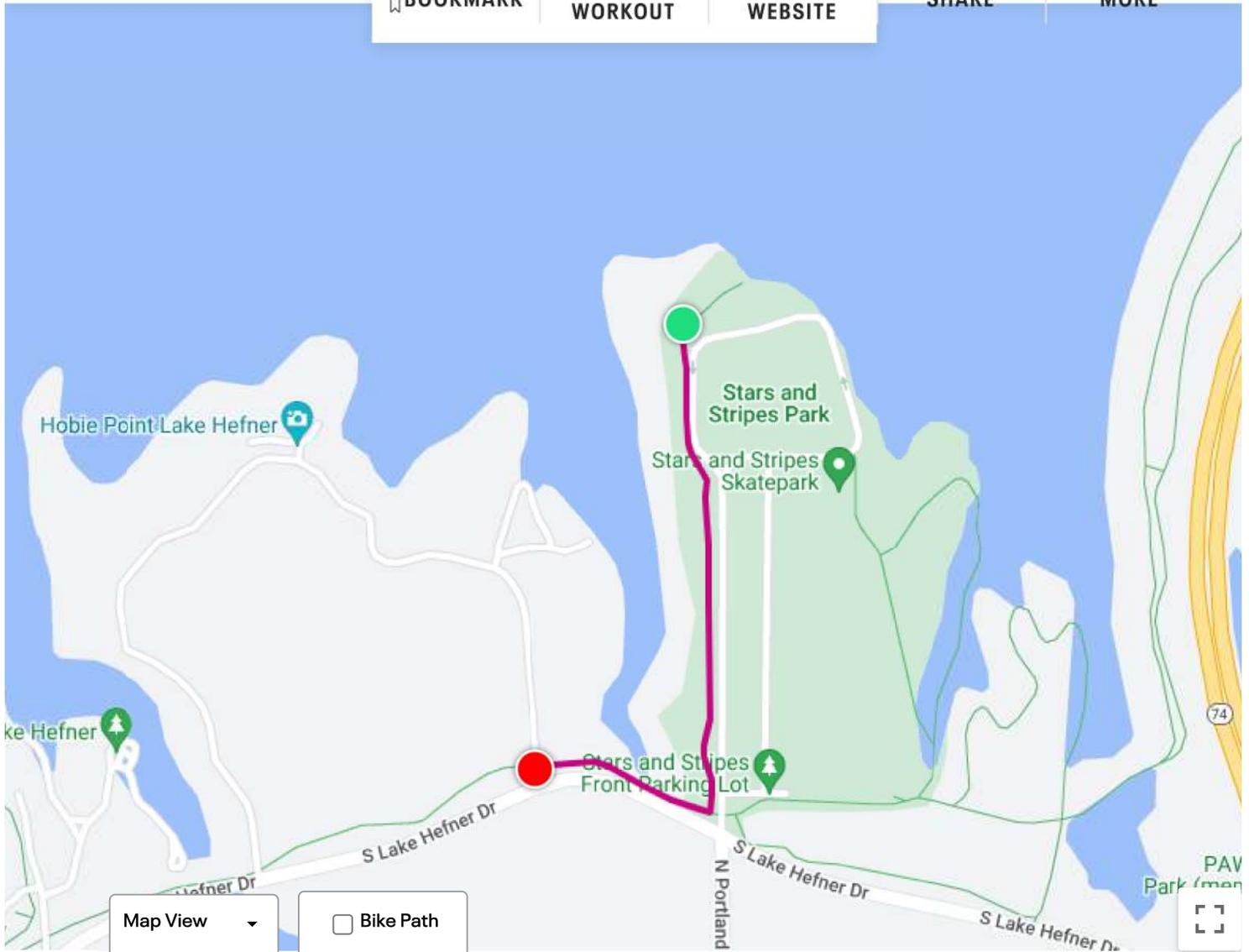
BOOKMARK

LOG
WORKOUT

ADD TO
WEBSITE

SHARE

MORE



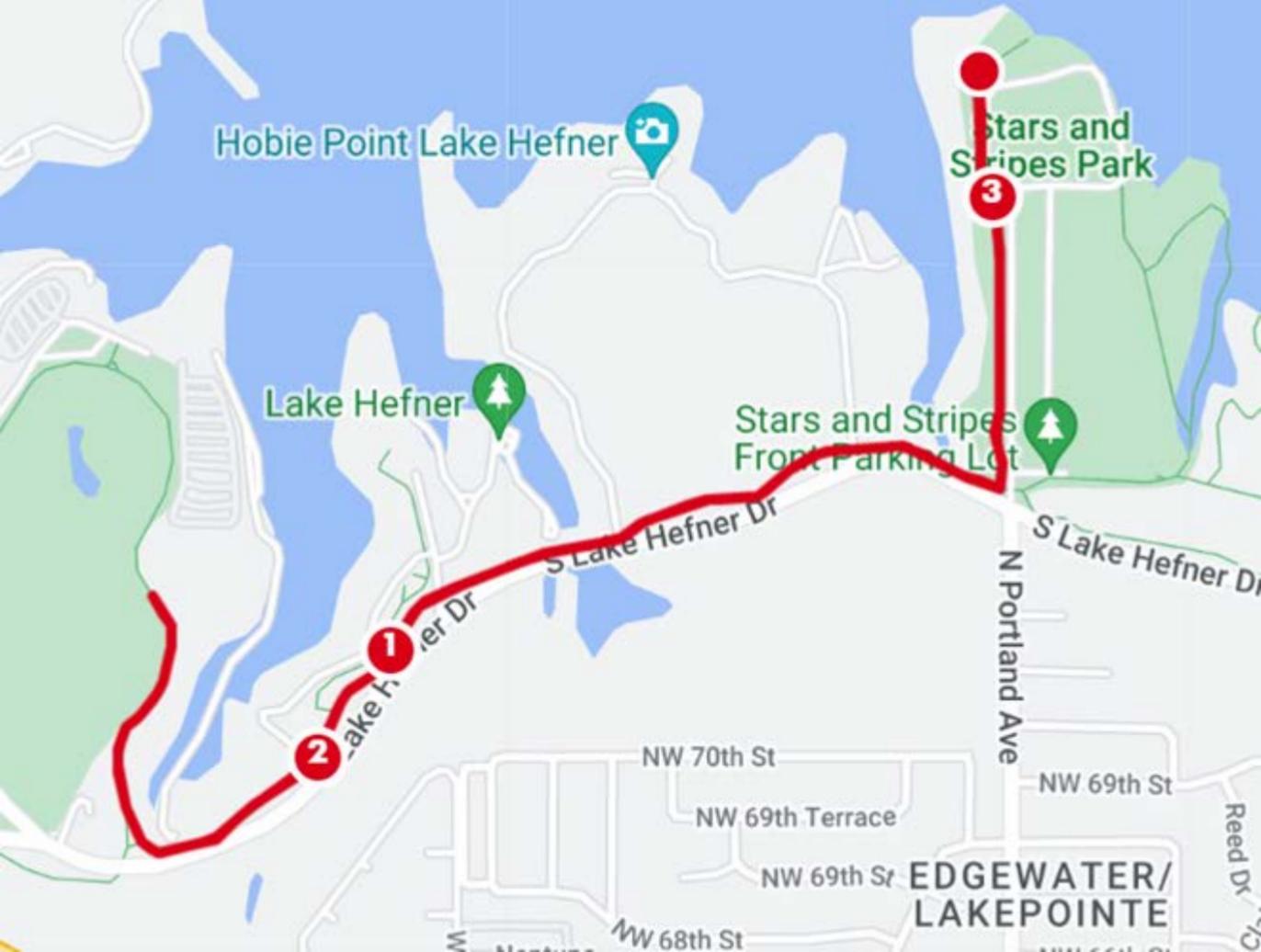
Google

RMap data ©202

ELEVATION (FT)

You're taking control of your fitness and wellness journey, so take control of your data, too. Learn more about your rights and options. Or click here to opt-out of certain cookies.





Hobie Point Lake Hefner

Stars and Stripes Park

Lake Hefner

Stars and Stripes Front Parking Lot

S Lake Hefner Dr

S Lake Hefner Dr

N Portland Ave

NW 70th St

NW 69th Terrace

NW 69th St

NW 69th St

EDGEWATER/
LAKEPOINTE

NW 68th St

Reed Dr

Lake Hefner Dr



RUN THE VILLAGE, OK, UNITED STATES

6.20 MI 98 FT

LITTLE RED HEART 10 K - 10K ROUTE

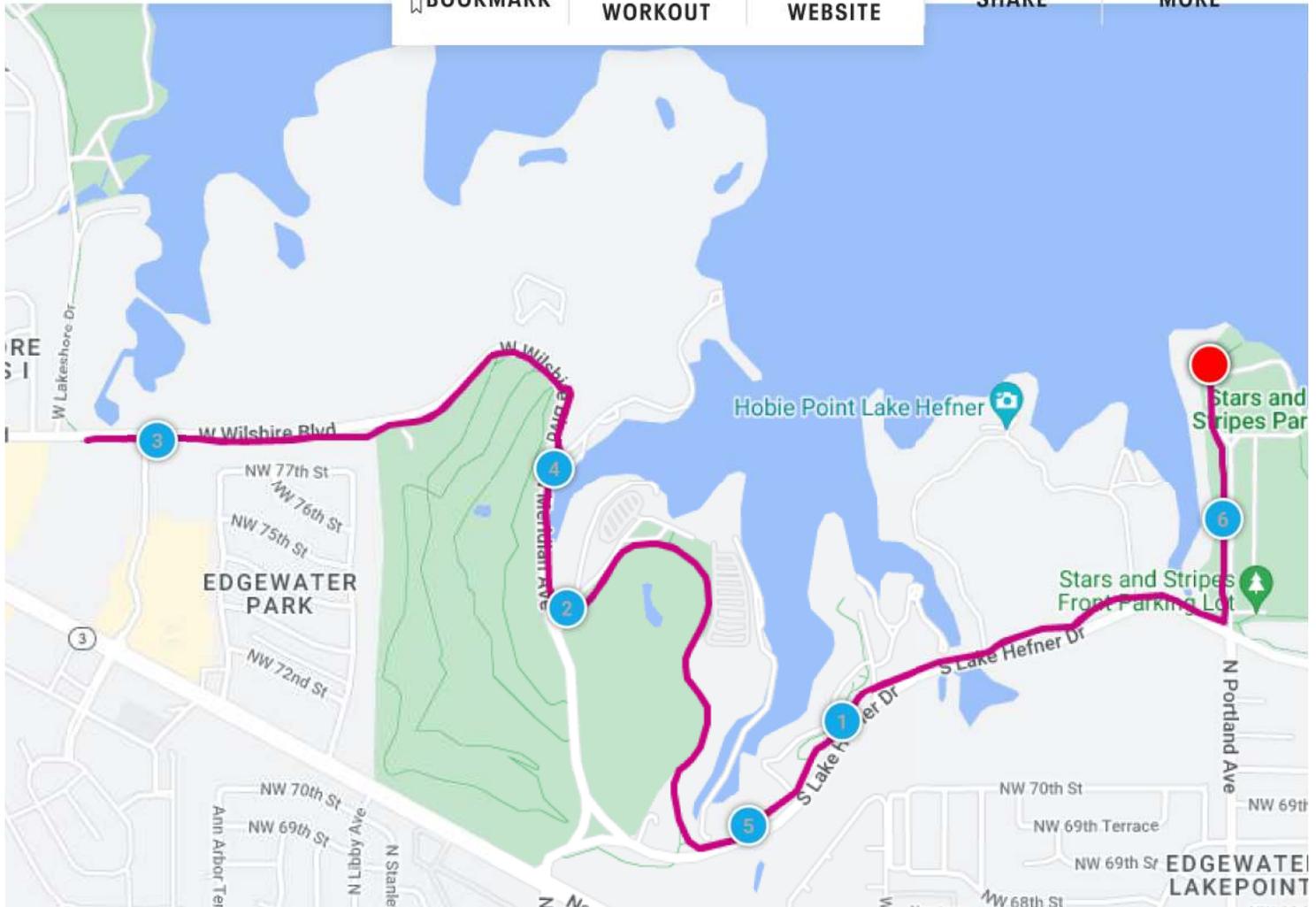
BOOKMARK

LOG WORKOUT

ADD TO WEBSITE

SHARE

MORE



Map View

Bike Path



ELEVATION (FT)

START	MAX	GAIN
1,216 ft	1,243 ft	98 ft

ATTACHMENT “B”

Certificate of Insurance

(Attached)

CERTIFICATE OF INSURANCE

PRINT DATE: 5/16/2023

CERTIFICATE NUMBER: 20230516967509

AGENCY:

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. LifeShare Foundation
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379
INSURER B: Allied World National Assurance Company NAIC# 19489

EVENT INFORMATION:

Little Red Heart Run (9/23/2023 - 9/23/2023)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338542-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338543-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

City of Oklahoma City
200 N Walker Avenue
Oklahoma City OK 73102

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:



CERTIFICATE OF INSURANCE

PRINT DATE: 5/16/2023

CERTIFICATE NUMBER: 20230516967511

AGENCY:

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. LifeShare Foundation
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379
INSURER B: Allied World National Assurance Company NAIC# 19489

EVENT INFORMATION:

Little Red Heart Run (9/23/2023 - 9/23/2023)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338542-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338543-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)

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The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

Oklahoma City Water Utilities Trust (OCWUT)
1 N Walker Ave
OKC OK 73102

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:



ATTACHMENT “C”
ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer or participant of the LifeShare Foundation (Permittee) and have agreed to take part in the “Little Red Heart- Run, Walk, Social” (Event), to be held in Stars and Stripes Park, in Oklahoma City. I also acknowledge that I am not employed or contracted by Permittee, The City of Oklahoma City (City), or the Oklahoma City Water and Utilities Trust (OCWUT) to perform work or other tasks at the Event. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgment and General Release (Release), I affirm that neither Permittee, the City, nor OCWUT can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers’ compensation or third-party insurance will be available to me.

I hereby release Permittee, the City, OCWUT, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities or participation at the Event.

Signed this ____ day of _____, 2023.

Print Name: _____ Signature: _____

NOTE: Upon request, copies of signed Releases shall be provided to the City and OCWUT.

ATTACHMENT “D”
ACKNOWLEDGMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers or participants of the LifeShare Foundation (Permittee) and have agreed to take part in the “Little Red Heart- Run, Walk, Social” (Event) to be held in Stars and Stripes Park, in Oklahoma City. I also acknowledge that neither I nor my child(ren) are employed or contracted by Permittee, The City of Oklahoma City (City), or the Oklahoma City Water and Utilities Trust (OCWUT) to perform work or other tasks at the Event. I further acknowledge that I am at least eighteen (18) years of age and that neither I nor my child(ren) have any impairments that prevent us from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I and my child(ren) can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect our safety. In signing this Acknowledgment and General Release (Release), I affirm that neither Permittee, the City, nor OCWUT can guarantee our safety and that we participate willingly. If I or my child(ren) are injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers’ compensation or third-party insurance will be available to us.

I hereby release Permittee, the City, OCWUT, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities or participation at the Event.

Signed this ____ day of _____, 2023.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____

NOTE: Upon request, copies of signed Releases shall be provided to the City and OCWUT.

**ATTACHMENT “E”
PROHIBITED ITEMS**

Firearms are prohibited at the Event Site, unless authorized as provided by Oklahoma law.