



**JOINT REVOCABLE PERMIT
PE-24-0026-HR
SCUBABROS, LLC**



This Joint Revocable Permit (Permit) is made and entered into, as of the effective date hereinafter set forth, by and among The City of Oklahoma City, a municipal corporation (also referred to as "Oklahoma City"), the Oklahoma City Water Utilities Trust, a public trust (also referred to as "OCWUT"), and Scubabros, LLC., an Oklahoma Limited Liability Company (also referred to as "Permittee").

WITNESSETH:

WHEREAS, Oklahoma City owns and operates and OCWUT leases and finances the Oklahoma City water system, Oklahoma City sanitary sewer system, Oklahoma City reuse water system and the Oklahoma City solid waste system (collectively "Oklahoma City Utility Systems") including but not limited to the Oklahoma City reservoirs, reservations and public water supply systems necessary to protect, collect, store and provide water for the inhabitants and industries of the greater Oklahoma City area; and

WHEREAS, the primary purpose of the Oklahoma City lakes and reservations is to provide drinking water to the greater Oklahoma City area; and

WHEREAS, Oklahoma City is the sole beneficiary of the OCWUT; and

WHEREAS, park and recreational functions are public utilities and public purposes provided and supported by Oklahoma City; and

WHEREAS, OCWUT maintains The Lake Hefner Reservation and Reservoir ("Lake Hefner") herein described on **Attachment "A-1" ("Permitted Premises")**; and

WHEREAS, Oklahoma City and OCWUT grant revocable permits at the Permitted Premises, which do not impair or conflict with the aforementioned primary purpose; and

WHEREAS, Permittee's purpose is to provide a community volunteer event ("Event") to remove litter, debris, and trash from Lake Hefner's waters by scuba diving at the Permitted Premises.

WHEREAS, Permittee is uniquely qualified through past experience of retrieving sunken boats at the Permitted Premises and has established criteria to control the quality of activities under this Permit.

WHEREAS, Permittee hereby agrees to host the Event, in accordance with this



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Permit, which do not impair or conflict with the primary purpose of the reservoir and reservation, or cause adverse tax consequences to Oklahoma City or OCWUT, or cause additional costs to Oklahoma City utility ratepayers; and

NOW, THEREFORE, in consideration of the covenants, terms, and agreements of the parties hereto, it is agreed by all parties, to wit:

1. GRANT

The City and OCWUT hereby grant Permittee this Permit to access the Permitted Premises, otherwise described on **Attachment "A-1"**, to set up and operate the Event.

2. ALL EVENT ACTIVITIES AT PERMITTEE'S EXPENSE

Unless stated elsewhere in this Permit, Permittee shall, at its expense, plan, promote, organize, present, and manage the Event.

3. FRANCHISES FOR PUBLIC UTILITIES

This Permit shall be subject and subordinate to any current or future franchises granted by the City and OCWUT to any public utility, firm, or corporation for use of the public ways. This Permit shall be further subject and subordinate to the right and power of the City and OCWUT to construct, operate, and maintain any 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. It shall authorize Permittee to use the Permitted Premises between 9:00 a.m. CST to 3:00 p.m. CST on Sunday, June 9th, 2024. This Permit may be revised and/or renewed with written approval of the General Manager of OCWUT, or designee.

5. PURPOSE

A. Permittee agrees to supervise and otherwise assist volunteers, staff, and patrons with the retrieval of any litter, debris, or trash from Lake Hefner.



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- B. Permittee shall use its best efforts to limit its impact on other users of the Permitted Premises.
- C. Permittee shall not allow any condition or activity on the Permitted Premises that materially or adversely affects the operation or maintenance of Lake Hefner or any related facilities.
- D. Permittee and Event participants accept the Permitted Premises “as is.” No representations regarding the condition of the Permitted Premises, or any portion thereof, shall be held against the City or OCWUT. Permittee acknowledges that City streets and public rights-of-way are not designed, constructed, or maintained for racing. Permittee shall conduct any necessary and prudent inspections of the Permitted Premises. Neither the City nor OCWUT shall be liable for any latent or patent defect in the design, construction, or maintenance of the Permitted Premises, or any portion thereof.

6. VEHICULAR ACCESS AND PARKING

- A. Event parking shall only be allowed in designated areas, as shown in **Attachment “A-1”**. 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 Permitted Premises. However, Permittee’s authorized agents may operate vehicles on non-paved areas of the Permitted Premises 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. The City and OCWUT’s authorized agent(s) may revoke Permittee’s permission to allow vehicles on unpaved areas of the Permitted Premises if they determine that, due to rain or other factors, such parking may damage those areas. Such action shall be without cost or liability to the City or OCWUT.



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7. ACTIVITY REGULATION BY PERMITTEE

To ensure the public health, safety, and welfare, and to maintain high standards of quality for the Event, Permittee may regulate or limit activities at the Permitted Premises, including, but not limited to, temporary exhibits, entertainment, promotional activities, and concession vendors.

8. USE OF PERMITTED PREMISES

Permittee shall not make, allow, or suggest any use of the Permitted Premises that is contrary to applicable laws or ordinances. Regarding security, public safety, traffic circulation, and related matters, Permittee shall comply with all requirements of the City and OCWUT's authorized agent(s), who shall be allowed to fully enter and/or inspect the Permitted Premises and the operation of the Event.

9. BARRICADES

Barricades, if needed, shall be official-type barricades and placed properly by a licensed vendor. The use of barricades shall be consistent with the Traffic Control Plan.

10. POTABLE WATER

Permittee assumes all responsibility for potable water brought to the Permitted Premises. Permittee shall ensure that the area where any temporary potable water service is set is restored to pre-Event condition or better after the Event.

11. TEMPORARY ELECTRICAL SERVICE

Permittee assumes all responsibility for any temporary electrical service brought to the Permitted Premises. 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. Permittee shall ensure that the area where any temporary electrical service is set is restored to pre-Event condition or better after the Event.



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12. NOTICE OF EVENT

One (1) week before the Event, Permittee shall give notice of the Event to any residents and businesses abutting the Permitted Premises.

13. NO TRESPASSING

Permittee acknowledges trespassing on private property is prohibited and any such trespass is a violation subject to 21 O.S. § 1835 et seq. and Oklahoma City Code 1980, § 30-32.

14. TRASH AND DEBRIS

The OCWUT will provide and pay for the trash collection of one, 30 cubic yard dumpster for use by Permittee to be placed at a designated trash collection site located in the East Dry Boat Storage at 4407 South Lake Hefner Drive, Oklahoma City, Oklahoma 73116 and as shown in **Attachment “B”**. Permittee shall clean up and remove all trash and debris generated or otherwise occurring within the Permitted Premises as a result of the Event to the designated trash collection site. Permittee agrees that no hazardous waste items, including but not limited to, batteries, tires, flammable liquids, and harmful chemicals, will be placed in the 30 cubic yard dumpster.

15. NO DAMAGE TO CITY PROPERTY

Permittee shall not cause or allow any damage, drilling, painting, or permanent construction on City streets, sidewalks, or other City or OCWUT property unless authorized in advance by the City’s authorized agent(s).

16. PORTABLE RESTROOMS

Permittee shall provide the appropriate number of portable restrooms at the Permitted Premises as required by the vendor and the Oklahoma State Department of Health. Of the portable restrooms required under this Section, at least fifteen percent (15%) shall be Americans with Disabilities Act (ADA) compliant. Where possible, portable restrooms shall be placed on paved surfaces (excluding sidewalks), and, in all cases, within forty (40)



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feet of a paved surface (excluding sidewalks).

17. NO TENT STAKES

- A. Where possible, Permittee shall use water barrels, sand bags, or cement blocks to secure any tents or other temporary structures at the Permitted Premises. For all other temporary structures, Permittee may use tent stakes upon prior approval of the City and OCWUT's authorized agent(s).
- B. Before staking structures at the Permitted Premises, Permittee shall call OKIE, at 811 or at 1-800-522-OKIE, to arrange an underground utility locate. The City and OCWUT's authorized agent(s) shall be on site to monitor all staking of temporary structures at the Permitted Premises.

18. CONCESSION TRUCKS OR TRAILERS

Where possible, Permittee shall ensure that concession trucks or trailers are placed on paved surfaces (excluding sidewalks). Permittee shall ensure that planking or plywood is placed, for weight distribution, under any such vehicles placed on non-paved surfaces.

19. CONSIDERATION

- A. Fees will be waived for this Revocable Permit. Pursuant to the Joint Resolution approved by the City and OCWUT on July 5, 2016, authorizing the General Manager to establish permit fees, the General Manager is authorized to waive permit fees for certain non-profit groups and individuals who request permits to enhance or benefit the reservoir or reservation.
- B. The consideration due under this Section shall be in addition to Permittee's responsibilities as described elsewhere in this Permit.

20. APPLICABLE TAXES AND FEES

Permittee shall pay any taxes or other fees assessed upon the Permitted Premises or related improvements and shall deliver to the City sufficient receipts or other evidence of payment



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of such obligations.

21. EVENT FEES AND CONTENT

Permittee warrants that any fees it or its vendors charge Event attendees or participants shall be reasonable and not exceed market tolerance. Permittee's authorized representatives shall respond to any questions or concerns regarding Event fees, content, or related matters.

22. SAFETY AND FIRST AID

- A. Permittee shall ensure that all activities under this Permit are conducted in a safe, supervised manner.
- B. Permittee shall keep and maintain a fully equipped first aid kit at the Permitted Premises during the Permittee's use and activities at the Permitted Premises. All participants, patrons volunteers, and staff shall be required to provide their own first aid kit during their permitted use or activities at the Permitted Premises.
- C. Permittee shall have on duty, at all times during the Permittee's use and activities, a staff member trained in basic First Aid and Cardiopulmonary Resuscitation (CPR) available to attend to patrons and participants.
- D. Permittee shall not authorize healthcare providers to issue medical recommendations at the Permitted Premises. Nothing in this Section shall prohibit Permittee from facilitating emergency medical care to participants, patrons, volunteers, and staff as provided by EMSA, Oklahoma City police officers, firefighters, or others.

23. NON-DISCRIMINATION

Permittee shall not discriminate against any person because of age, race, creed, color, religion, sex (to include sexual orientation), national origin, ancestry, or disability as defined by the Americans with Disabilities Act, as it may be amended, in furnishing any services, privileges, or activities under this Permit. Nothing in this Section shall prohibit



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Permittee from establishing categories for participation based on the age, gender, or skill level of the participants, or based on a person's chosen area of participation.

24. INDEMNIFICATION

The Permittee agrees to indemnify, defend, and hold Oklahoma City and OCWUT harmless from and against any and all losses, costs, expenses, liabilities, damages, consequential damages, fines, penalties, claims, actions, or causes of action, liability and for injuries or death to persons, and damages to or loss of property caused by or occurring incident to the acts or omissions of the Permittee or the acts or omissions of its agents, employees, contractors, subcontractors, patrons or participants under this Permit. The Permittee shall not be liable for any injury, damage, or loss occasioned by the sole negligence of OCWUT or Oklahoma City and its employees. Provided further each party must give the other parties hereto prompt and timely notice of any claim or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect any other party. Oklahoma City and OCWUT shall have the right, but not the obligation, to settle claims or actions or defend claims and actions against Oklahoma City and/or OCWUT hereunder.

25. INSURANCE

- A. The Permittee shall, during the term of this Permit, carry Commercial General Liability and Property Damage Insurance, with responsible insurance underwriters authorized to do business in the State of Oklahoma and acceptable to the Utilities Director or designee. Such insurance must protect Oklahoma City and OCWUT, individually and jointly, from all claims for injury or death to persons and from property damage or loss arising from acts or omissions by the Permittee. The amounts of the insurance coverage available and applicable to each act or occurrence and to each insured and additional insured shall not be less than the maximum cumulative liability exposure of Oklahoma City and OCWUT as set out in 51 O.S. §§ 151 et seq. (Governmental Tort Claims Act), and any successor, addition, or amendatory statutes.
- B. The Permittee must obtain and maintain a policy and must furnish Oklahoma City and



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OCWUT a certificate evidencing such insurance. The insurance policy must also provide that Oklahoma City and OCWUT are additional insureds and that the policy or policies cannot be cancelled or materially modified without thirty (30) calendar days written notice to Oklahoma City and OCWUT. This Permit will be terminated by the Utilities Director or designee if the insurance coverage lapses or is terminated.

- C. The Permittee has provided the attached insurance certificate, **Attachment "C" ("Insurance")**, incorporated herein by reference, which Permittee represents complies with this insurance requirement. During this Permit, the Permittee must renew such Insurance or obtain other insurance adequate to comply with this Permit prior to the expiration or cancellation of this Insurance, and any subsequent insurance.
- D. The foregoing insurance shall survive the expiration, cancellation or termination of this Permit for insured events occurring before such expiration, cancellation or termination.

26. PERMIT REVOCABLE AT WILL

This Permit shall be revocable at will by any party without cause. Additionally, the City Manager of the City, or his agent 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 City Manager or OCWUT to any officer or agent of Permittee, this Permit shall become void, and Permittee shall immediately cease occupying and using the Permitted Premises. Upon failure to do so, Permittee shall be considered trespassing on public property under Section 30-35 of the Oklahoma City Municipal Code, 2010, as amended (Code), and shall be subject to enforcement of the Code provisions.

27. BREACH

Permittee shall comply in a timely manner with all terms of this Permit. Failure to do so shall constitute a breach of this Permit. Upon such breach, the City Manager may give verbal or written notice to any officer or agent of Permittee and may revoke this Permit on behalf of the City and OCWUT as authorized in Section 26. If so, Permittee shall



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immediately cease occupying and using the Permitted Premises or shall be subject to enforcement for trespassing as provided in Section 26.

28. NO IMPROVEMENTS

Permittee is not authorized to install any improvements within the Permitted Premises during the Permit term unless by prior written authorization of the Utilities Director. Such authorization for any improvement including the removal shall be at the sole risk of the Permittee. The City and OCWUT reserve the right to retain ownership, use, occupancy, or possession of improvements within the Permitted Premises following the expiration or revocation of this Permit..

29. RESTORATION OF DAMAGED PROPERTY

Permittee shall protect all City and OCWUT property within the Permitted Premises, including, but not limited to, pavement, bleachers, electrical panels, signs, fences, trees, landscaping, and other structures. If City or OCWUT property is damaged, Permittee shall timely restore it to pre-Event condition or better or shall 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 and OCWUT's authorized agent(s).

30. ENVIRONMENTAL

A. Permittee hereby covenants not to permit or introduce any chemical substance or hazardous material to be brought upon, kept or used in or about the Permitted Premises by Permittee, its agents, employees, contractors, patrons, or invitees without the prior written consent of the Utilities Director or designee, which the Utilities Director or designee shall not unreasonably withhold as long as Permittee demonstrates reasonable satisfaction that such chemical substance and hazardous material is necessary or useful to Permittee's operation hereunder and will be used or kept and stored in a manner that complies with all laws regulating any such chemical substance and hazardous material so brought upon or used or kept in or about the Permitted Premises. If Permittee breaches the obligations stated in the



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preceding sentence, or if the presence of the chemical substance or hazardous material on the Permitted Premises caused or permitted by Permittee results in contamination of the water supply, or if contamination of the Permitted Premises or Lake Hefner by the chemical substance or hazardous material otherwise occurs for which Permittee is legally liable to Oklahoma City and/or OCWUT for damage resulting there from, Permittee shall indemnify, defend and hold Oklahoma City and/or OCWUT and its officers, agents and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Permitted Premises or Lake Hefner), The foregoing indemnity shall survive the expiration or earlier termination of this Permit.

- B. 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; and 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 thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.
- C. 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



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Permit. Neither the City nor OCWUT shall be liable for any damages, loss, or business interruption or interference caused by such termination or suspension.

31. LAWS AND OTHER PERMITS

This Permit shall be subject to applicable local, state, and federal laws, rules, and regulations. Permittee, or its vendors, shall obtain any other necessary approvals required to conduct the Event. These may include, but not be limited to, food and beverage permits; construction, occupancy, and noise permits; fire marshal approvals, etc.

32. EVENT MARKETING, CITY SEAL/OCWUT LOGO

Permittee shall be responsible for marketing and promoting the Event. Permittee shall not use the City seal or the OCWUT logo without prior approval of the City and OCWUT's authorized agent(s).

33. SIGNS FOR PERMITTED PREMISES CLOSURES

At least one (1) week before the Event, Permittee shall install temporary signs at the Permitted Premises notifying the public of the Event. The number, placement, and content of the temporary signs shall be approved in advance by the City and OCWUT's authorized agent(s).

34. SECTION HEADINGS

The Section headings of this Permit are for convenience only and shall not affect its meaning or interpretation. This Permit shall not be construed strictly for or against any party.

35. REPRESENTATIONS

Permittee warrants that it has the resources and ability to fulfill its obligations under this Permit and that its authorized agent is legally empowered to bind it under the terms of this Permit.



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36. CITY DESIGNEE

The City Manager is authorized to exercise any right or duty of the City or OCWUT under this Permit.

37. GOVERNING LAW

This Permit shall be governed by, and construed according to, Oklahoma law.

38. EVENT STAFF AND VOLUNTEERS

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 any required training, equipment, certifications, or other needed resources to perform their duties under this Permit.

39. RELEASES

- A. All Permittee's participants, instructors, coaches, supervisors, staff, and employees utilizing the Permitted Premises must sign a release that indemnifies, releases and holds harmless OCWUT, Oklahoma City and Permittee, a copy of which is attached hereto as **Attachment "C" ("Liability Release Forms")** and incorporated herein by reference. Said registry shall note the name, date, time of entry, and time of exiting the Permitted Premises.
- B. Permittee will construct, within thirty (30) calendar days of the Effective Date, and maintain for the term of this Permit, a sign approved by the Utilities Director that notifies and requires patrons that entry to the Permitted Premises constitutes the acknowledgement and agreement by each patron, as part of the consideration for entry, including that:
 - 1. patron is fully and solely responsible for supervision and safety of any minor accompanying patron into the Permitted Premises and for any minor for whom the patron is parent, guardian or otherwise responsible; and
 - 2. patron accepts the Permitted Premises and the Permittee Facilities "as is;" and



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3. patron accepts the full and sole responsibility for inspecting the Permitted Premises and Permittee Facilities to determine whether same are unsecure, defective or unsafe; and
4. patron has the sole responsibility to immediately leave the Permitted Premises, if the patron finds the Permitted Premises and/or the Permittee Facilities unsecure, defective or unsafe for the patron or for any minor the patron accompanies into the Permitted Premises and for whom the patron is parent, guardian or otherwise responsible.

40. MINORS

Minors are persons under 18 years of age. An adult is a person 18 years of age or older. Minors must have a release signed by their parent or legal guardian to be a participant. Children 14 years of age and under must be accompanied on the Permit Premises at all times by an adult 18 years of age or older who shall be responsible for the safety and wellbeing of the minor. No adult may sign a release for any minor that is not their child or for whom that adult is not the legal guardian.

41. NO SMOKING

Permittee acknowledges that smoking is prohibited within the Permitted Premises. Permittee warrants that it, and its agents, shall take reasonable steps to ensure that Event attendees and participants comply with the no-smoking Ordinance.

42. 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



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Utilities Director, no alcohol purchased at the Event shall leave the Permitted Premises.

43. BACTERIAL GUIDELINES

- A. Permittee shall notify the Storm Water Quality Division of the Public Works Department before the Event to arrange for water quality testing. The bacterial guidelines listed below shall be used for primary body contact activities (swimming or wading, etc.) within the Lake Hefner Reservoir.
- B. Permittee must post water test results at a location that is accessible for all Event participants and/or their legal guardians to review before the Event. The guidelines for Safe Recreational Water Environments are established, practiced, and maintained by the World Health Organization.
- C. If, as determined by staff of the Public Works Department, insufficient time exists for adequate bacterial testing before the Event, activities involving primary body contact with the waters of the Lake Hefner Reservoir shall be prohibited.
 - i. Numerical Guidance Based on Microbial Parameter for Bacteria

Numerical Criteria	Units	Risk Level	Decision Maker
≤ 235	cfu/100 ml	Low	Event Coordinator
236 – 406	cfu/100 ml	Moderate	Event Coordinator or Utilities Director or Designee with notice to Event Coordinator
≥ 407	cfu/100 ml	Elevated	*Swimming activities cancelled

*Swimming and primary body contact activities cancelled until data results certifying low/moderate risk levels and approval of the Utilities Director or Designee are obtained.



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ii. Numerical Guidance Based on Microbial Parameter for Blue Green
Algae (Cyanobacterial Cells)

Numerical Criteria	Units	Risk Level	Decision Maker
$\leq 20,000$ cells	ml	Low	Event Coordinator
100,000 + cells	ml	Moderate	Event Coordinator or Utilities Director or Designee with notice to Event Coordinator
Scum formation	ml	Elevated	*Swimming activities cancelled

*Swimming and primary body contact activities cancelled until data results certifying low/moderate risk levels and approval of the Utilities Director or Designee are obtained.

44. NOTICES

- A. Notices, or other communications, to the City and OCWUT pursuant to this Permit shall be sufficient if sent by email or registered or certified mail, postage prepaid, addressed to:

The City of Oklahoma City
City Clerk/OCWUT Secretary
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102

The City of Oklahoma City
Storm Water Quality Division
420 West Main Street, 3rd Floor
Oklahoma City, OK 73102

and



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The City of Oklahoma City
Utilities Department
420 West Main Street, 5th Floor
Oklahoma City, OK 73102
ww-trustsupport@okc.gov

- B. Notices, or other communications, to Permittee pursuant to this Permit shall be sufficient if sent by email or registered or certified mail, postage prepaid, addressed to:

Scubabros, LLC
Hope Maizland
3333 West Hefner Road
Oklahoma City, OK 73120
hmaizland@gmail.com

45. NOTIFICATION OF DAMAGE

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

46. EMERGENCY 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.



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- C. 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.

47. DRONES

- A. Permittee, or it's agent(s), shall not operate drones, or other radio-controlled aircraft, at the Permitted Premises 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 and Permittee agrees that participants, patrons, volunteers, and staff of the Permit Premises are prohibited from flying drones over the Lake Hefner Treatment Facilities, generator facilities, and dam area. Any violation of this provision may, at the discretion of the Utilities Director, result in immediate suspension or termination of the Permit. Upon request, the Permittee must provide the Utilities Director a copy of any video and pictures taken by the drone.

48. COMPLETE PERMIT

This Permit is the complete agreement between the parties and no additions, amendments, alterations, or changes in this Permit shall be effective unless reduced to writing and signed by all parties hereto.



The City of
OKLAHOMA CITY

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49. CONSTRUE PERMIT

The language in all parts of this Permit shall in all cases be construed, as a whole, and any uncertainty will be interpreted in favor of the Oklahoma City and its Trusts.

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This Agreement was executed by Permittee, **Scubabros, LLC**, on this 29th day of April, 2024.

By [Signature]

As Representative (Hope Naizland)
of Scubabros, LLC, herein referred to as Permittee.

Signed and sworn to, before me this 29th day of April, 2024.

Madison Aneese Danken
Notary Public

My Commission Expires: 05/19/2024

My Commission No. 20005735





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APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 21ST day of MAY, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K Simpson
Secretary



Joe Couch
Chairman

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City of Oklahoma City this 4TH day of JUNE, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
City Clerk



David Holt
Mayor

Reviewed for form and legality.

Frank Green
ASSISTANT MUNICIPAL COUNSELOR

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**Attachment "A-1"
("Permitted Premises")**





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**Attachment "B"
("Designated Trash Collection Site")**

4407 S Lake Hefner Drive
Oklahoma City, OK 73116





The City of
OKLAHOMA CITY

**JOINT REVOCABLE PERMIT
PE-24-0026-HR
SCUBABROS, LLC**



**Attachment "C"
("Insurance")**



SCULLC-01

LLARGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME:		
	PHONE (A/C, No, Ext): (405) 418-8600	FAX (A/C, No): (405) 418-8641	
	E-MAIL ADDRESS: richcartmill@rcins.com		
	INSURER(S) AFFORDING COVERAGE		
INSURED Scubabros, LLC 3612 NW 72nd Oklahoma City, OK 73116	INSURER A : AmTrust Insurance Company		NAIC #
	INSURER B : Kinsale Insurance Company		15954
	INSURER C : COMPSOURCE MUTUAL INS CO		38920
	INSURER D :		36188
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		AES123084901	12/30/2023	12/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			01002906020	3/21/2024	3/21/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		03570548241	3/15/2024	3/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: Scubabros Dive into the Breeze- Project Aware

Date of Event: June 9th , 2024

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City
200 North Walker Ave
2nd Floor
Oklahoma City, OK 73102

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



SCULLC-01

LLARGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			01002906020	3/21/2024	3/21/2025	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
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							E.L. EACH ACCIDENT \$ 1,000,000
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							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: Scubabros Dive into the Breeze- Project Aware

Date of Event: June 9th , 2024

CERTIFICATE HOLDER

CANCELLATION

Oklahoma City Water Utility Trust
420 West Main St
Oklahoma City, OK 73102

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



**JOINT REVOCABLE PERMIT
PE-24-0026-HR
SCUBABROS, LLC**



**Attachment "D"
("Liability Release Forms")**

**ACKNOWLEDGMENT AND GENERAL RELEASE
FOR ADULTS 18 YEARS AND OLDER**

I acknowledge that I am 18 years of age or older and I am participating in the Permitted Activities at the Permitted Premises as a participant, volunteer, employee, contractor, or patron. I acknowledge and understand the Permitted Premises includes a reservoir and/or reservation owned by The City of Oklahoma City ("Oklahoma City") and leased to the Oklahoma City Water Utilities Trust ("OCWUT").

I affirm that I am not an employee of and is not under any employment contract with Oklahoma City or the OCWUT. Further, I acknowledge and understand that no workers' compensation will be available from Oklahoma City or the OCWUT should I be injured.

I further acknowledge that I am capable of participating in Permitted Activities at the Permitted Premises and I do not know any reason why I cannot safely participate in Permitted Activities at the Permitted Premises without injuring self or others.

I acknowledge that I am familiar with, or have made myself familiar with, the nature of the Permitted Activities and the Permitted Premises and the potential for injury involved and related thereto. I understand the Permitted Activities involve strenuous physical exertion and carries inherent risks. I recognize such participation includes the potential and possibility of injury, the consequences of which I and my minor accept. I understand the minor can avoid these risks by not participating. I affirm and agree that neither Permittee, the City, nor OCWUT can guarantee my safety and that I agree to participate willingly.

I accept and agree that if I am injured while participating in Permitted Activities at the Permitted Premises that my personal medical insurance, or my own resources, will cover any medical bills by me any other losses suffered related thereto.

I hereby release Oklahoma City, OCWUT, and Permittee, and their officers, agents, employees, affiliates, successors, and assigns from any and all liability, claims, and losses of every kind, which have occurred, or which may later occur, related to any action or inaction taken by any of the foregoing with respect to the participation in the Permitted Activities at the Permitted Premises.

Date Signed: _____

Address: _____

Print Name: _____ Signature: _____

Print Witness's Name: _____ Witness's Signature _____

Permittee: _____

Permitted Premises: _____

Permitted Activities: _____

Patron includes employees, staff, contractors, agents, volunteers, guests, invitees, and fans



JOINT REVOCABLE PERMIT
PE-24-0026-HR
SCUBABROS, LLC



Attachment "D"
("Liability Release Forms")

ACKNOWLEDGMENT AND GENERAL RELEASE
FOR MINORS UNDER 18 YEARS OF AGE

I acknowledge and state that I am a parent or legal guardian of the below named minor, who is under 18 years of age, and who is participating in the Permitted Activities at the Permitted Premises as a participant, volunteer, employee, contractor, or patron. I acknowledge and understand the Permitted Premises includes a reservoir and/or reservation owned by The City of Oklahoma City ("Oklahoma City") and leased to the Oklahoma City Water Utilities Trust ("OCWUT").

I affirm that my child is not an employee of and is not under any employment contract with Oklahoma City or the OCWUT. Further, I acknowledge and understand that no workers' compensation will be available from Oklahoma City or the OCWUT should I be injured.

I further acknowledge that the minor is capable of participating in Permitted Activities at the Permitted Premises and I do not know any reason why the minor cannot safely participate in Permitted Activities at the Permitted Premises without injuring self or others.

I acknowledge that I am familiar with, or have made myself familiar with, the nature of the Permitted Activities and the Permitted Premises and the potential for injury involved and related thereto. I understand the Permitted Activities involve strenuous physical exertion and carries inherent risks. I recognize such participation includes the potential and possibility of injury, the consequences of which I and my minor accept. I understand the minor can avoid these risks by not participating. I affirm that neither Permittee, the City, nor OCWUT can guarantee my safety and that I willingly agree to permit the minor to participate.

I accept and agree that if the minor is injured while participating in Permitted Activities at the Permitted Premises, I agree that my personal medical insurance, or my own resources, will cover any medical bills of the minor and any other losses suffered related thereto.

I hereby release Oklahoma City, OCWUT, and Permittee, and their officers, agents, employees, affiliates, successors, and assigns from any and all liability, claims, and losses of every kind, which have occurred, or which may later occur, related to any action or inaction taken by any of the foregoing with respect to the participation of the minor in the Permitted Activities at the Permitted Premises.

Print Name of Minor: _____ Date Signed: _____

Minor's Address: _____

Print Parent or Guardian's Name: _____

Parent or Guardian's Signature: _____

Parent or Guardian's Address: _____

Print Witness's Name: _____ Witness's Signature: _____

Permittee: _____

Permitted Activities: _____

Print Witness's Name _____ Witness's Signature _____

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