



**SPECIAL PERMIT
AC-25-0002-MA
CAROLINE BAKER**



This Permit is made by and between The City of Oklahoma City, a municipal corporation (hereinafter also referred to as "City"), The Oklahoma City Water Utilities Trust, a public trust (hereinafter also referred to as "OCWUT"), and Caroline Baker (hereinafter also referred to as "Permittee").

WITNESSETH:

WHEREAS, The City owns and operates and OCWUT leases and finances the municipal reservoirs, reservations, public water supply systems and wastewater systems necessary to provide utility services for the customers of the greater Oklahoma City area; and

WHEREAS, The City provides certain water, wastewater and utility services to the residents of the Oklahoma City area; and

WHEREAS, occasionally City staff and/or OCWUT contractors will encounter insects and rodents, including bees, in the performance of their assigned duties; and

WHEREAS, the Permittee operates a bee farm, and wishes to rescue any bees encountered by City staff or OCWUT contractors and relocate the bees to the bee farm; and

WHEREAS, Permittee proposes to rescue the bees without harm or injury to any property and to maintain the livelihood of the bees; and

WHEREAS, this Permit only grants the Permittee access to property owned by The City and/or OCWUT upon the request by City staff.

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

1. GRANT

Permittee is hereby granted this Permit to rescue and relocate, upon requests made by



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The City, any bees encountered by City staff or OCWUT contractors located on City and/or OCWUT property. This Permit does not grant the Permittee any access to private or public property located outside of the requested service on property owned by The City and/or OCWUT. Any service conducted on private property, or any additional services Permittee partakes in outside of the request of the City staff shall be separate from this Permit and are not to be construed with any authorization granted within this Permit.

2. TERM

The term of this Permit shall be for one (1) year commencing upon the signature of the last party to sign hereto. The Utilities Director or designee may renew or re-negotiate this Permit but is otherwise under no obligation to do so.

3. CONSIDERATION

The Permittee is providing the service of rescuing and relocating the bees at no cost to The City or its respective Trusts. The bees are being relocated by the Permittee to the Permittee's bee farm. Therefore, no further consideration, is required

4. SERVICES PROVIDED

Permittee agrees to perform the service of rescuing and relocating bees by safely entrapping the bees located on City and/or OCWUT property and transporting them to the Permittee's farm. The City Utilities Department will contact the Permittee when staff or contractors encounter bees that interfere with the undertaking or completion of assigned job duties and functions. Permittee will perform said services for The City and/or OCWUT only upon request. The location of the bees to be rescued and relocated will be given at the time of request. Permittee agrees to timely rescue and relocate the bees within twenty-four (24) hours after each request and notify the City



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Utilities Department after the completion of each request. Should Permittee be unavailable to timely conduct services under this Permit, Permittee agrees to notify The City Utilities Department of the Permittee's unavailability or refusal of services. All services rendered under this Permit will be at the sole expense of the Permittee.

5. PERMITTED HOURS

Services performed by Permittee under this Permit are to be conducted between the hours of 5:00 a.m. and 11:00 p.m. Permittee may request and receive additional permitted hours only upon the written permission by the Utilities Director.

6. LIABILITY AND RELEASE

Permittee acknowledges that they are not an employee or acting under any employment contract with The City or OCWUT and that no workers compensation will be available to the Permittee. Permittee further understands and accepts that the services provided under this Permit include potential risk for injury and hereby acknowledges that they are experienced with the nature of the services provided under this Permit and the potential for injury involved and related thereto. Permittee hereby releases The City, OCWUT, 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 services provided under this Permit.

7. SALE OF OTHER ITEMS AND SERVICES

The Permittee is not authorized to provide any sales or services while performing under this Permit, other than the sales and services specifically authorized hereunder without the prior written consent of the Utilities Director.



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8. NO SUBCONTRACTORS OR ASSIGNS

Permittee may not assign the rights and privileges granted by this Permit without prior written consent of the Utilities Director or designee.

9. PERMITS AND LICENCES

Permittee shall be solely responsible for obtaining all different or additional permits and licenses required in relation to the services provided under this Permit. Neither Oklahoma City or OCWUT will be responsible for obtaining any additional permits or licenses that may be required by local, state, or federal law on behalf of the Permittee.

10. ABIDE BY LAWS

Permittee agrees to abide by and agrees that the rights and privileges granted by this Permit are subject to all ordinances, laws and regulations of The City of Oklahoma City, the Oklahoma City-County Health Department, The Oklahoma Department of Agriculture Food and Forestry, State of Oklahoma, and United States of America.

11. NONDISCRIMINATION

Permittee agrees not to discriminate in the provision of services provided under this Permit.

12. INDEMNIFICATION

The Permittee agrees to indemnify, defend, and hold The City and OCWUT harmless from and against all liability for injuries or death to persons, all legal expense and all damage 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, subcontractors, patrons or participants under this Permit. Any injuries claimed by any third party while the Permittee is performing services at



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the request of The City and/or OCWUT shall file a claim in compliance with the Oklahoma Governmental Tort Claims Act, Title 51 of the Oklahoma Statutes, Section 151 *et seq.* Provided further either 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. The City and OCWUT shall have the right, but not the obligation, to settle or defend actions hereunder.

13. PERMIT REVOCABLE AT WILL

This Permit shall be revocable at will by any party with or without cause by providing written notice to the other parties. Upon such written notice, this Permit shall become void, and the Permittee shall immediately cease services.

14. NOTICES

Notices or other communications pursuant to the provisions of this Permit shall be sufficient if hand delivered or sent by certified mail, postage prepaid, addressed to:

OKLAHOMA CITY
Utilities Customer Service Division
Oklahoma City Utilities Department
621 N. Pennsylvania Avenue
Oklahoma City, Oklahoma 73107
Email address: Alicia.johnson@okc.gov or angela.cato@okc.gov

Notices or other communications to the Permittee pursuant to the provisions hereof shall be sufficient if hand delivered or sent by certified mail, postage prepaid, addressed to:

OCWUT
General Manager
Oklahoma City Water Utilities Trust
420 W. Main Street, Suite 500
Oklahoma City, Oklahoma 73102



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Notices or other communications to the Permittee pursuant to the provisions hereof shall be sufficient if hand delivered or sent by certified mail, postage prepaid, addressed to:

PERMITTEE

Caroline Baker

14500 Leatherwood Circle

Oklahoma City, OK 73165

email address: electricbeelady@gmail.com or paul@bakerbrotherselectric.com

15. 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.

16. TIME IS OF ESSENCE

For the purpose of this Permit, time shall be deemed of the essence.

17. 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 City and/or OCWUT.

18. JURISDICTION AND VENUE

All parties hereto expressly agree that the laws of the State of Oklahoma will govern this Permit and the venue of any litigation relating to or involving this and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma.

19. EFFECTIVE

This Permit shall be effective on the latest date that this agreement is signed by the parties.



The City of
OKLAHOMA CITY

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This Permit was signed and executed by Caroline Baker, on this 2nd day of July, 2024.

Caroline Baker

Caroline Baker

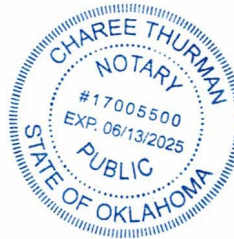
Signed and sworn to, before me this 2nd day of July, 2024.

Charee Thurman

Notary Public

My Commission Expires: 06/13/2025

My Commission No. 17005500





The City of
OKLAHOMA CITY

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APPROVED by Oklahoma City Water Utilities Trust this 30TH day of JULY, 2024.

ATTEST: OKLAHOMA CITY WATER UTILITIES TRUST

Amy K. Simpson
Secretary



Jim D. Cook
Chairman

APPROVED by the Council of THE CITY OF OKLAHOMA CITY, this 13TH day of AUGUST, 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