

REVOCABLE PERMIT

This Revocable Permit (“Permit”) is entered into as set forth below between The City of Oklahoma City (“City”) and the Oklahoma Army National Guard (“Group”).

RECITALS:

WHEREAS, the City owns property within the North Canadian River Corridor (“River Corridor”); and

WHEREAS, the City leased its River Corridor property to the Oklahoma City Riverfront Redevelopment Authority (“OCRRA”); and

WHEREAS, the River Corridor includes OCRRA property known informally as Prairie Park Lake, located at 4899 North Air Depot Boulevard (“Location,” see Exhibit A, incorporated herein); and

WHEREAS, Group requested to use the Location to conduct helicopter water-rescue training (“Training”) on multiple dates during the next three (3) years; and

WHEREAS, Group’s activities, to be conducted at the Location by the Oklahoma Task Force One Urban Search and Rescue Team (“Task Force One”), will benefit the public; and

WHEREAS, the City is willing to issue Group this Permit under the terms included below.

NOW, THEREFORE, the parties agree:

1. GRANT

The City hereby grants Group this Permit to access the Location, as shown in Exhibit A, to conduct the Training. Group shall not use the Location for other purposes without approval of the City’s authorized agent(s).

2. ALL ACTIVITIES AT GROUP’S EXPENSE

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

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. APPLICABLE LAWS

This Permit shall be subject to applicable laws, rules, regulations, guidelines, and policies.

5. TERM AND AUTHORIZED USE

- A. This Permit shall be effective when approved by the City. It shall expire on December 31, 2026, unless revoked earlier as provided for in Section 14.
- B. This Permit shall authorize Group to use the Location for up to five (5), one-day (1-day) Training sessions during each year throughout the Permit term. The parties' authorized agents shall agree in advance on those dates. Group shall provide the City's authorized agent(s) with at least seven (7) calendar days' notice for requested Training dates.
- C. No Training session shall last more than twelve (12) hours in an approved, twenty-four-hour (24-hr.) period. Use of the Location beyond that shall require approval of the City's authorized agent(s).

6. COORDINATION OF ACTIVITIES

Group shall coordinate its activities with the City's authorized agent(s) to avoid unreasonable operational disruption.

7. RESPONSIBILITY FOR PERMITTED ACTIVITIES

Group shall ensure that all Training activities comply with the Permit terms and are conducted in a safe, supervised manner using the least invasive means feasible.

8. OTHER APPROVALS

Group shall obtain other approvals required to conduct the Training. These shall include, but are not limited to, Federal Aviation Administration authorizations, permission from the City's Airports Director, etc.

9. RIGHT OF OBSERVATION

Group shall comply with all lawful directives of the City, which shall have the right, but not the duty, to enter or inspect the Location at any time and for any official purpose. This shall include, but is not limited to, determining compliance with the Permit terms.

10. NO DAMAGE TO STRUCTURES

Group shall not remove, alter, or damage landscaping, pavement, signs, fences, or other structures at the Location. If such damage occurs as a result of Permit-related activities, Group shall promptly restore the property to pre-existing condition or better or otherwise compensate the City and OCRRA for actual losses.

11. UNAUTHORIZED STORAGE; HAZARDOUS MATERIALS

Group shall not store personal property, or use hazardous materials, at the Location without approval of the City's authorized agent(s).

12. NO ENVIRONMENTAL DAMAGE

Group shall cause no environmental damage at the Location. If such damage occurs due to Permit-related activities, Group shall immediately remediate the situation, pursuant to applicable environmental regulations.

13. ASSIGNMENT

This Permit shall not be assigned or sublet without approval of the City's authorized agent(s).

14. REVOCATION

- A. Consistent with the other provisions of this section, either party may revoke this Permit, for any reason and without cost or liability, upon seven (7) calendar days' written notice to the other party.
- B. If either party does not fulfill its obligations under this Permit, the other party may give it written notice to correct such breach within three (3) calendar days. If the party in breach does not do so, the other party may terminate this Permit immediately thereafter without cost or liability. However, if the party in breach has made substantial progress toward correcting the breach within the written-notice period, it shall have a reasonable opportunity to fully correct such breach before the other party revokes this Permit.
- C. If, while any Training session is underway, the City's authorized agent(s) determine, in good faith, that Group has allowed a condition at the Location that poses a significant danger to persons or property, they may declare Group to be in breach of this Permit. In such case, the City's authorized agent(s) may, upon either written or verbal notice, revoke this Permit immediately thereafter without cost or liability. However, if upon such notice, Group demonstrates an ability to promptly correct the situation, it shall have a reasonable opportunity to do so before the City revokes this Permit.
- D. The City Manager of the City or designee ("City Manager") is authorized to revoke this Permit on behalf of the City, as provided for under this section, by providing required notice to Group. Upon delivery of such notice by the City Manager to any agent of Group, this Permit shall become void. In such case, Group shall immediately cease occupying and using the Location. Upon failure to do so, Group 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.

15. INDEMNITY

- A. To the extent allowed by Oklahoma law, the parties shall hold each other harmless for their own negligent acts, in an amount not to exceed the limits 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.
- B. The City is constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Group, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Tort Claims Act.

16. BREACH AND WAIVER

If Group violates any part of this Permit, it shall be a breach of the entire Permit. The City may waive such a breach. However, that shall not grant a continuing waiver of similar or additional breaches. Also, the City may, at any time, direct future compliance with any previously waived Permit provision. If Group is notified that it has breached this Permit, Group shall immediately comply with the Permit terms as directed by the City’s authorized agent(s).

17. WHOLE AGREEMENT

This Permit contains all provisions agreed to by the parties. It may be amended by written agreement of the parties.

18. SEVERABILITY

If a court of competent jurisdiction rules that any provision of this Permit is void or unenforceable, that shall not affect the validity or enforceability of any other Permit provision.

19. NOTICES

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

The City of Oklahoma City
Parks and Recreation Department
420 W. Main, Suite 210
Oklahoma City, OK 73102
(405) 297-3882
okcparks@okc.gov

and

The City of Oklahoma City
City Clerk
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
(405) 297-2391
cityclerk@okc.gov

Oklahoma Army National Guard
Revocable Permit (2024-2026)

B. Official communications to Group regarding this Permit shall be directed to:

Oklahoma Army National Guard
c/o: State Army Aviation Office
3501 Military Circle
Oklahoma City, OK 73111
(405) 228-5120
ok_sao.mil@army.mil

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

20. SECTION HEADINGS

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

21. APPLICABLE LAW

This Permit shall be governed by, and construed in accordance with, Oklahoma law.

22. CITY DESIGNEE

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

23. NON-DISCRIMINATION

Group 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 skill level or professional classification of the participants.

24. PORTABLE RESTROOM

If required by the City's authorized agent(s), Group shall provide a portable restroom at the Location during each Training session. The size and placement of the portable restroom shall be agreed upon in advance by the parties' authorized agent(s).

25. REPRESENTATIONS

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

26. TEMPORARY IMPROVEMENTS

Group shall not install temporary improvements at the Location without approval of the City's authorized agent(s). These shall include, but are not limited to, portable buildings or similar structures. If allowed under this Permit, such installation and maintenance (as well as removal) of improvements at the Location shall be at the sole risk of Group. The City reserves the right to retain use, occupancy, or possession of temporary improvements left at the Location after this Permit expires or is revoked.

27. NOTIFICATION OF DAMAGE

Group shall immediately notify the City's authorized agent(s) of damage at the Location due to Permit-related activities. This shall include, but is not limited to, property or environmental damage.

28. GROUP'S VEHICLES

- A. To the extent necessary to provide essential support functions during the Training sessions, Group may use automobiles, trailers, and similar vehicles ("Vehicles") at the Location. Such Vehicles shall be properly registered, fully insured, and operated safely by individuals with appropriate licenses.
- B. When possible, Group shall park and stage its Vehicles on paved areas at the Location.
- C. Group shall take reasonable steps to prevent soil erosion at the Location. Group shall promptly fill, to pre-existing grade, any ruts its Vehicles create at the Location.

29. CONSIDERATION

- A. The City acknowledges that the Training provides a public benefit. Therefore, Group shall not be required to pay facility-rental fees under this Permit.
- B. In acknowledgement of the City's commitment under Subsection 29.A., Group shall duly and timely conduct the Training as provided for under this Permit.

30. TRASH AND DEBRIS

Group shall clean up and remove all trash and debris generated, or otherwise occurring, at the Location due to Permit-related activities. Group shall do so before this Permit expires, or within twelve (12) hours after it is revoked.

31. LIAISONS

The City and Group shall each designate at least one (1) representative to coordinate Training-related issues and serve as liaisons between the parties.

32. NO PUBLIC ATTENDANCE

Group shall not invite or allow the general public to attend any Training session. Group shall take reasonable steps to control unauthorized access to the Location during each Training session. This shall include, but is not limited to, monitoring known access points, verifying that existing gates are secured, and otherwise barricading areas that may be unsafe during each Training session.

33. TENT STAKES

Group shall use water barrels, sandbags, or cement blocks to secure tents or other temporary structures at the Location. Group shall not use tent stakes at the Location without approval of the City's authorized agent(s).

34. REGISTRATION OF AIRCRAFT AND VESSELS

Any aircraft or vessel operated by Group at the Location shall be properly registered, fully insured, and operated safely by individuals with appropriate licenses.

35. TEMPORARY UTILITIES

The Location currently lacks utility service to support Group's Permit-related activities. Group shall not install temporary utility service at the Location without approval of the City's authorized agent(s). This shall include, but is not limited to, water or electrical service.

36. NOTICE TO SUBLESSEES

The City and OCRRA sublease property adjacent to the Location to the Oklahoma County Sheriff's Office and to Lost Lakes, LLC. Group shall notify those sublessees before conducting each Training session. Group acknowledges that City staff previously provided its authorized agent with contact information for both entities.

37. LOCATION "AS-IS"

- A. Group accepts the Location "as-is" and without warranty. The City and OCRRA make no representation about the Location's suitability for Group's intended use and shall not be liable for any defect at the Location.
- B. Before Group entered into this Permit, its authorized agent(s) inspected the Location, to the extent they deemed necessary and prudent, to determine the site's overall condition and appropriateness for use in conducting the Training.

38. NON-INTERFERENCE

Group's activities shall not unreasonably interfere with the City's operation, maintenance, or future development of the Location.

39. EMERGENCY, INCLEMENT WEATHER, OR UNFORESEEN CIRCUMSTANCE

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent Group from conducting any Training Session, the parties shall notify each other's liaisons as soon as is feasible. If either party, acting in good faith, elects to postpone or cancel any Training session as provided for under this section, it shall do so in writing to the other party (by email, text, or other means). In such case, the City and Group may reschedule any Training session upon mutual consent. Group shall be responsible for notifying its agents of the postponement or cancellation. Postponement or cancellation of any Training session due to an emergency, inclement weather, or other unforeseen circumstance shall be without cost or liability to the City or OCRRA.
- B. As used in the 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 Training or prevents Group from conducting any Training session.

40. CONFLICT OF INTEREST

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

41. VENUE OF ACTIONS

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.

42. APPLICABLE TAXES AND FEES

Group shall be responsible for any taxes or fees assessed in connection with this Permit. Group shall deliver to the City sufficient receipts or other evidence of payment of such taxes and fees, if requested by the City.

43. OPTIONAL PRE-TRAINING MEETINGS

If requested by the City's authorized agent(s), Group shall attend a pre-meeting before any Training session. At the City's option, such meeting(s) shall be held in-person, by videoconference, or by electronic communication. At the meeting(s), the parties' authorized agents shall discuss Training-related logistics, safety, and steps Group shall take to ensure compliance with this Permit. The meeting(s) described in this subsection shall be in addition to, and not in place of, the requirements of Sections 5 and 6.

44. TRAINING PARTICIPANTS

Only members of Group's Task Force One shall conduct or participate in the Training. No civilian volunteers or non-public-safety personnel shall do so.

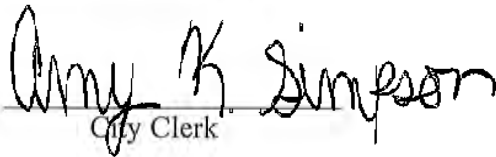
2024. **APPROVED** by the Oklahoma Army National Guard this 30th day of January,

Digitally signed by
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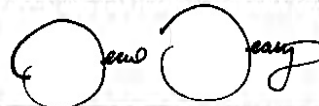


Authorized Agent

APPROVED by the Council of The City of Oklahoma City this 12TH day of
MARCH, 2024.


City Clerk
Mayor

REVIEWED for form and legality



Assistant Municipal Counselor

Exhibit A

Location

(Attached)

Exhibit A

Prairie Park

