

ANNUAL OKLAHOMA RIVER FIREWORK PERMIT

This Annual Oklahoma River Firework Permit (“Agreement”) is entered into as set forth below between The City of Oklahoma City (“City”) and the Riversport Foundation (“Permittee”).

RECITALS:

WHEREAS, Permittee is a local non-profit whose mission is to inspire excellence, enhance communities, and change lives through Olympic sports and urban adventures; and

WHEREAS, for many years, Permittee has managed and programmed City and Oklahoma City Riverfront Redevelopment Authority (“OCRRA”) property in the Boathouse District and Regatta Park for elite paddle sport competitions, Olympic and Paralympic training activities, and public events celebrating diverse community interests; and

WHEREAS, Permittee’s large-scale, public events often feature fireworks displays along the Eastern Basin of the Oklahoma River; and

WHEREAS, effective September 13, 2023, the parties entered into an Agreement, as authorized under Section 60-38-61(e) of the Oklahoma City Municipal Code, as it may be amended (“Code”); and Section 6.5 of the Rules, Regulations, and Policies for the North Canadian River Corridor Recreation Area (“Rules”); and

WHEREAS, that Agreement expires on September 12, 2024; and Permittee requested a new Agreement to continue conducting event-related fireworks displays in and near its Oklahoma River leasehold; and

WHEREAS, the City is willing to grant this Agreement for the purposes described above.

NOW, THEREFORE, the parties agree:

1. DEFINITIONS

- A. For this Agreement, “Permittee” shall mean Permittee or its authorized agent(s).
- B. For this Agreement, “City” shall mean the City or its authorized agent(s).
- C. For this Agreement, “OCRRA” shall mean OCRRA or its authorized agent(s).

2. GRANT AND TERM

This Agreement shall authorize Permittee to conduct up to ten (10) fireworks displays along the Oklahoma River during the Permit term. Upon approval by the City, this Agreement shall be effective on September 13, 2024. It shall expire on September 12, 2025, unless revoked as provided for in Section 16.

3. ACTIVITIES AT PERMITTEE’S EXPENSE

Permittee shall conduct all Agreement-related activities at its own expense.

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Riversport Foundation

4. ASSOCIATED EVENT PERMITS

- A. All fireworks displays conducted under this Agreement shall be in conjunction with an authorized event on the Oklahoma River, as determined by OCRRA or the City. Authorized events may require separate event permits issued by the City. If so, this Agreement shall be incorporated by reference into such event permits.
- B. The requirements of the event permits described in this section shall be in addition to, and not in lieu of, those of this Agreement. Should any provisions of this Agreement and an associated event permit conflict, the event permit shall take precedence.

5. SITE MAP

- A. At least thirty (30) calendar days before conducting fireworks displays under this Agreement, Permittee shall submit a site map and safety plan for approval by the City. At a minimum, the site map and safety plan shall include the location for the fireworks display; an identified fall-out zone; applicable trail-closure sites, including barricade placement and types; and resources and steps to address emergency situations.
- B. The City may request reasonable follow-up information to the site map and safety plan required under Subsection 5.A. If so, Permittee shall provide such data as soon as is feasible.
- C. Permittee's site map and safety plan shall be incorporated into associated event permits, as applicable.

6. COMPLIANCE WITH AUTHORIZED AGENT(S)

Permittee shall comply with all lawful directives of the City's authorized agent(s), who shall be allowed, at any time, to fully inspect Agreement-related activities.

7. ADVANCED NOTICE REQUIRED

Permittee shall contact the City's Parks and Recreation Department, using the contact information included in Subsection 24.A., as soon as possible before conducting fireworks displays under this Agreement. Thirty (30) calendar days' notice is required. Ninety (90) calendar days' notice is preferred.

8. TRASH AND DEBRIS

Permittee shall promptly clean up and remove all trash and debris generated or otherwise occurring along the Oklahoma River as a result of fireworks displays conducted under this Agreement. Permittee acknowledges that an important element of such cleanup is the prompt identification and removal of any unexploded fireworks shells.

9. SAFETY

Permittee shall ensure that Agreement-related activities are conducted in a safe, supervised manner using the least invasive means feasible.

10. NO PROPERTY DAMAGE

Permittee shall not damage OCRRA or City property along the Oklahoma River. If such damage occurs due to Agreement-related activities, Permittee shall promptly restore the area to pre-existing condition or better or otherwise compensate OCRRA or the City for actual damages or loss. This includes, but is not limited to, property or environmental damage. However, this section excludes normal wear and tear on OCRRA or City property, as determined by the City.

11. CONSIDERATION

- A. Consistent with the Amended and Restated Landscaping, Maintenance, and Related Public Amenities Lease Agreement dated April 8, 2014, among OCRRA, the City, and Permittee, the City shall apply the Agreement fee, totaling seven thousand five hundred dollars (\$7,500), toward Permittee's annual credit for event permits within, and adjacent to, its leasehold, as described in Exhibit A. No separate Oklahoma River zone fees shall be required.
- B. Consistent with requirements of Subsection 11.A., if Permittee uses this Agreement to conduct fireworks displays outside of the areas authorized under its leasehold, or outside of the Eastern Basin, Permittee shall pay OCRRA seven hundred and fifty dollars (\$750) per fireworks display, plus applicable event-permit fees.

12. LIAISONS

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

13. INDEMNIFICATION

- A. Permittee shall release, defend, indemnify, and hold harmless OCRRA and the City, and their officers, agents, and employees, for any claims or liability arising from any activity under this Agreement. This provision shall survive the expiration or termination of this Agreement, not be limited by any other Agreement provision, and be binding upon Permittee and its representatives, successors, and assigns.
- B. OCRRA and the City 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.

14. LAWS AND POLICIES

This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies. This includes, but is not limited to, approval from the City's fire marshal.

15. INSURANCE

- A. Permittee shall provide a comprehensive general liability insurance policy sufficient to meet OCRRA's and the City'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) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective during the Agreement term, as described in Section 2. Permittee shall pay required insurance premiums or deductibles.
- B. Permittee's insurance policy shall name OCRRA and the City 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 OCRRA and the City by certified mail using the contact information contained in Subsection 24.A.
- C. Permittee shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- D. Consistent with the other requirements of this section, Permittee shall provide a certificate of insurance to OCRRA and the City before this Permit is docketed for City Council action. (See Exhibit B, incorporated herein.)

16. REVOCATION FOR CAUSE AND WAIVER OF BREACH

- A. If a party does not fulfill its obligations under this Agreement, the other party may give it written notice to correct such default within ten (10) calendar days. If the defaulting party does not do so, the other party may revoke this Agreement immediately thereafter without cost or liability. However, if the defaulting party has made substantial progress toward correcting the default within the written-notice period, it shall have a reasonable opportunity to fully correct such default before the other party revokes this Agreement.
- B. Consistent with the requirements of Subsection 16.A., if the City determines, in good faith, that Permittee has allowed a condition on the Oklahoma River that poses a significant danger to persons or property, it may declare Permittee to be in breach and revoke this Agreement at any time thereafter without cost or liability. If so, Permittee shall immediately cease all activities under this Agreement. Upon failure to do so, Permittee shall be deemed trespassing on public property under Section 30-35 of the Code and be subject to enforcement of the Code provisions.

- C. If, upon notice of pending revocation for cause as described in Subsection 16.B., Permittee demonstrates an ability to promptly correct the situation, the City may, at its option, give Permittee a reasonable opportunity to do so before revoking this Agreement. However, the City is under no obligation to do so.
- D. Either party may waive an Agreement breach. However, that shall not grant a continuing waiver of such breach or similar breaches. Also, the party that waived a breach may later require the party in default to comply with the previously waived Agreement breach.

17. REVOCATION WITHOUT CAUSE

- A. Either party may revoke this Agreement, for any reason and without cost or liability, upon thirty (30) calendar days' written notice to the other party.
- B. If this Agreement is revoked as provided for in this section, the City shall return any unused portion of Permittee's Agreement fees, if applicable. Such refund shall be on a pro-rated basis and without interest. Refunds shall be processed according to City policy. It may take up to eight (8) weeks for Permittee to receive applicable refunds.

18. SECTION HEADINGS

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

19. REPRESENTATIONS

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

20. CITY DESIGNEE

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

21. GOVERNING LAW AND VENUE OF ACTIONS

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

22. EVENT STAFF AND VOLUNTEERS

- A. Permittee shall sufficiently staff, monitor, facilitate, and control activities under this Agreement. Permittee shall ensure that its authorized agents have required training, equipment, certifications, or other resources to successfully perform their duties under this Agreement.
- B. During authorized periods of use, Permittee shall provide necessary security of its property and related, temporary improvements along the Oklahoma River.

23. TEMPORARY TRAIL CLOSURES

This Agreement shall authorize Permittee to temporarily close either the North Oklahoma River Trail or the South Oklahoma River Trail during each authorized fireworks display. However, such trail closures shall last no more than four (4) hours and must be approved as part of the site map review referenced in Section 5. By itself, a permitted fireworks display shall not count as a daily event of the Oklahoma River Trails, as provided for in the Rules.

24. NOTICES

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

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

and

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

- B. Official communications to Permittee regarding this Agreement shall be sent to:

The Riversport Foundation
c/o Seth Stevenson
800 Riversport Drive
Oklahoma City, OK 73129
sstevenson@riversportokc.org
405-503-1847

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

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25. ASSIGNING OF PERMIT

This Agreement shall not be assigned without written consent of the City.

26. CITY SERVICES MEETING

- A. Permittee warrants that, well in advance of each fireworks event, it shall contact the City and arrange to 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 fireworks 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 an Agreement breach.
- C. If Permittee is not able to attend a pre-event City Services meeting, Permittee must still provide the City with the site map, insurance certificate, and fire marshal approval referenced elsewhere herein.

27. NO PRIVATE FIREWORKS

Consistent with applicable City Ordinances, Permittee shall take reasonable steps to ensure that no event attendees bring, discharge, or otherwise use private fireworks or other pyrotechnic devices within its event site(s).

28. OPTIONAL PRE-EVENT MEETING

If a fireworks display does not require an associated event permit, as referenced in Section 4, the City may, at its option, schedule a pre-event meeting with Permittee to discuss final event preparations. These shall include, but are not limited to, site preparation, safety precautions, cleanup plan, and ways to prevent unreasonable interference with Oklahoma River Cruises operations. Permittee shall comply with all directives received at this meeting. Its failure to do so shall be an Agreement breach. This optional meeting shall be in addition to, and not in lieu of, the City Services Meeting referenced in Section 26.

29. STATE DISPLAYER'S LICENSE

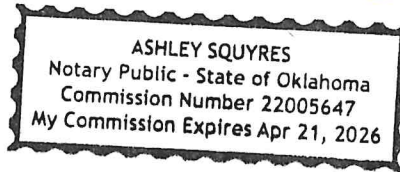
Permittee shall subcontract with a licensed, professional fireworks company to set up and conduct all fireworks displays under this Agreement. Permittee shall provide the City with a copy of the contractor's valid State of Oklahoma Displayer's License before this Agreement is docketed for City Council action. (See Exhibit C, incorporated herein.)

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by the Riversport Foundation this 6 day of August, 2024.

Tricia Doney
Authorized Agent

Oklahoma County)
) SS:
State of Oklahoma



This instrument was acknowledged before me on this 6 day of August, 2024.

Notary Public Ashley Squyres My commission expires 4-21-26.

APPROVED by the Council of The City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

Amy K. Simpson
City Clerk



Daid Holt
Mayor

REVIEWED for form and legality

[Signature]
Assistant Municipal Counselor

Exhibit A

Riversport Foundation Leasehold and Eastern Basin

(Attached)

Exhibit A



Exhibit B
Certificate of Insurance
(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2024

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 K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: ENTERTAINMENT PHONE (A/C, No, Ext): 800-440-5580 FAX (A/C, No): 260-459-5511 E-MAIL: ADDRESS:
INSURED RIVERSPORT FOUNDATION 725 SOUTH LINCOLN BLVD. OKLAHOMA CITY, OK 73129	INSURER(S) AFFORDING COVERAGE INSURER A: MARKEL INSURANCE COMPANY NAIC # 38970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: C162340

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	ADOL 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 <input checked="" type="checkbox"/> LIQUOR LIMITS - \$1,000,000/\$2,000,000 AGG <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MKP0000501308700	2/1/2024 12:01 AM	2/1/2025 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 BODILY INJURY TO PARTICIPANTS PROFESSIONAL LIABILITY
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y		MXK0000501308800	2/1/2024 12:01 AM	2/1/2025 12:01 AM	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

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

THE CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS THE NAMED INSUREDS OPERATIONS AS PER POLICY AND WRITTEN CONTRACT. COVERAGE DOES NOT EXTEND TO THE NEGLIGENCE OR ERRORS & OMISSIONS OF THE ADDITIONAL INSURED PER FORM CG2026.

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City and its Trusts
Oklahoma City Riverfront Redevelopment Authority (OCRRA)
Oklahoma City Water Utilities Trust (OCWUT)
420 W Main Street
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

Scott Finkbeiner

Exhibit C

State of Oklahoma Displayer's License(s)

(Attached)

Oklahoma State Fire Marshal

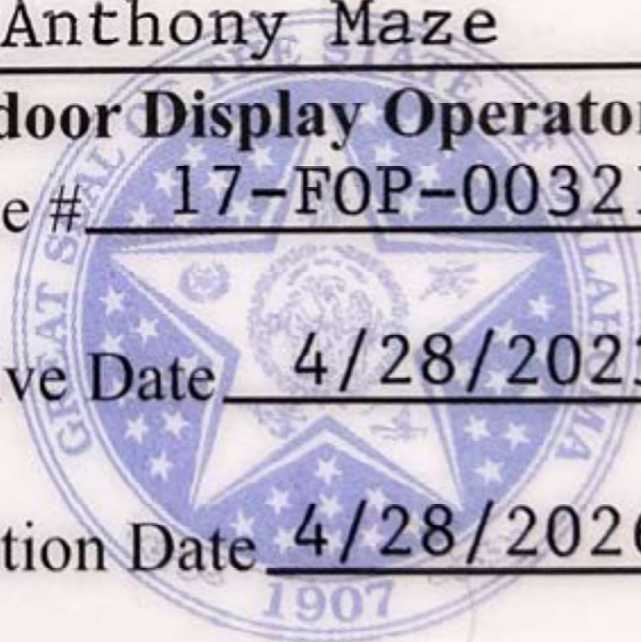
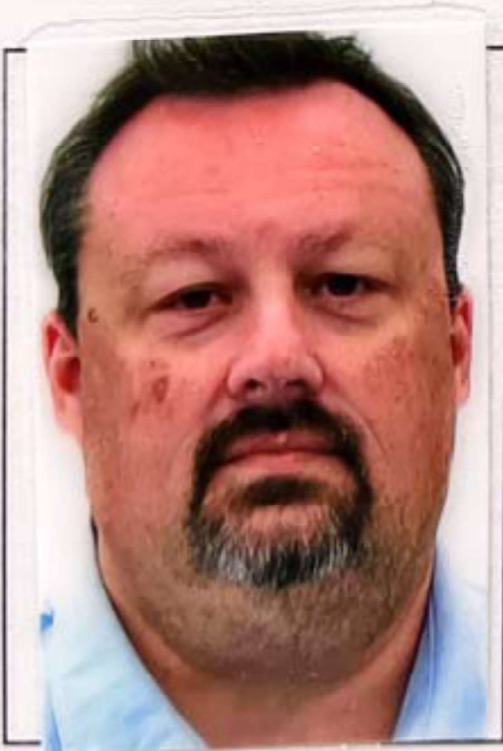
Anthony Maze

Outdoor Display Operator

License # 17-FOP-00321

Effective Date 4/28/2023

Expiration Date 4/28/2026



Oklahoma State Fire Marshal



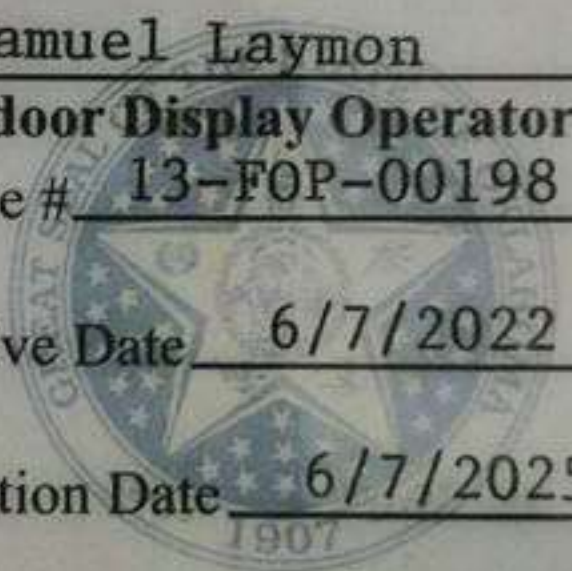
Samuel Laymon

Outdoor Display Operator

License # 13-FOP-00198

Effective Date 6/7/2022

Expiration Date 6/7/2025





Oklahoma State Fire Marshal

Anthony Campbell

Outdoor Display Operator

License # 20-FOP-00384

Effective Date 6/19/2023

Expiration Date 6/19/2026

