

REVOCABLE PERMIT

This Revocable Permit ("Permit") is entered into as set forth below between The City of Oklahoma City ("City") and the Oklahoma Office of Homeland Security ("Group").

RECITALS:

WHEREAS, the City owns property within the North Canadian River Corridor; and

WHEREAS, the City leased its North Canadian River Corridor property to the Oklahoma City Riverfront Redevelopment Authority ("OCRRA"); and

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

WHEREAS, Group requested to use the Location to conduct an operational readiness exercise ("Training") November 5-7, 2025; 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, Group conducted a previous Training at the Location in October 2023; and

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

NOW, THEREFORE, the parties agree:

1. ADDITIONAL DEFINITIONS

- A. For this Permit, "City" shall mean The City of Oklahoma City or its authorized agents.
- B. For this Permit, "Group" shall mean the Oklahoma Office of Homeland Security or its authorized agents.

2. 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 City approval.

3. 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.

4. 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.

5. APPLICABLE LAWS

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

6. TERM AND AUTHORIZED USE

- A. This Permit shall be effective when approved by the City. It shall expire on November 7, 2025, unless revoked earlier as provided for in Section 15.
- B. This Permit shall authorize Group to use the Location during daylight hours on the dates listed in Subsection 6.A. Group shall not use the Location at other times without City approval.

7. COORDINATION OF ACTIVITIES

Group shall coordinate its activities with the City to avoid unreasonable operational disruption.

8. RESPONSIBILITY FOR PERMITTED ACTIVITIES

Group shall ensure that all Training activities comply with the Permit terms and are conducted safely using the least invasive means feasible.

9. OTHER APPROVALS

Group shall obtain other approvals required to conduct the Training. These shall include, but are not limited to, authorization from local, state, or federal agencies having jurisdiction over Group's activities.

10. 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.

11. NO DAMAGE TO STRUCTURES

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

12. UNAUTHORIZED STORAGE; HAZARDOUS MATERIALS

Group shall not store personal property or use hazardous materials at the Location without City approval.

13. 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.

14. ASSIGNMENT

This Permit shall not be assigned or sublet without City approval.

15. REVOCATION

- A. 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 one (1) calendar day. If the party in breach does not do so, the other party may terminate this Permit immediately 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 the Training is underway, the City determines, in good faith, that Group has allowed a condition at the Location that poses an imminent danger to persons or property, it may declare Group to be in breach of this Permit. In such case, the City 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 immediately 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.

16. 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 and OCRRA are 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.

17. 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.

18. WHOLE AGREEMENT

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

19. 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.

20. 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

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

Oklahoma Office of Homeland Security

c/o: _____

Address: _____

City, State ZIP: _____

Phone: _____

Email: _____

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

21. 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.

22. APPLICABLE LAW

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

23. CITY DESIGNEE

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

24. NON-DISCRIMINATION

Permittee shall not discriminate against any person because of race, color, religion, creed, sex, gender, national origin, age, familial status, genetic information, or disability in furnishing services, privileges, activities, or employment opportunities under this Permit.

25. PORTABLE RESTROOM

If required by the City, Group shall provide a portable restroom at the Location during the Training. The parties shall agree in advance on the size and placement of the portable restroom.

26. REPRESENTATIONS

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

27. TEMPORARY IMPROVEMENTS

Group shall not install temporary improvements at the Location without City approval. 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.

28. NOTIFICATION OF DAMAGE

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

29. GROUP'S VEHICLES

- A. As necessary to transport personnel and provide essential Training support, 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.

30. 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 30.A., Group shall duly and timely conduct the Training as provided for under this Permit.

31. 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.

32. 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.

33. NO PUBLIC ATTENDANCE

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

34. 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 City approval.

35. REGISTRATION OF AIRCRAFT AND WATERCRAFT

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

36. 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 City approval. This shall include, but is not limited to, water or electrical service.

37. 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 the Training. Group acknowledges prior receipt, through staff of the City's Fire Department, of contact information for both entities.

38. 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 entering into this Permit, Group inspected the Location, to the extent it deemed necessary and prudent, to determine the site's overall condition and appropriateness for use in conducting the Training.

39. NON-INTERFERENCE

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

40. EMERGENCY, INCLEMENT WEATHER, OR UNFORESEEN CIRCUMSTANCE

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent Group from conducting any part of the Training, 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 part of the Training upon mutual consent. Postponement or cancellation of any part of the Training 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.

41. 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 of any known or potential conflict of interest involving any City officer or agent.

42. 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.

43. 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.

44. OPTIONAL PRE-TRAINING MEETING

If requested by the City, Group shall attend a pre-meeting before conducting the Training. At the City's option, the pre-meeting shall be held in-person, by videoconference, or by other means. At the pre-meeting, the City and Group shall discuss Training-related logistics, safety, and steps Group shall take to ensure compliance with this Permit.

45. 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.

SIGNATURE PAGE TO FOLLOW

March APPROVED by the Oklahoma Office of Homeland Security this 5th day of March, 2025.

Oklahoma County)
State of Oklahoma) SS:



This instrument was acknowledged before me on this 5th day of March, 2025.

Notary Public Wanda Blair My commission expires 4/27/26.

[Signature]
Authorized Agent
Tim Tipton, Commissioner

MLM
2/27/25

APPROVED by the Council of The City of Oklahoma City this 8TH day of APRIL, 2025.

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality

[Signature]
Assistant Municipal Counselor

Exhibit A

Location

(Attached)

Exhibit A

Prairie Park

