

**AGREEMENT RENEWAL BETWEEN THE CITY OF GUTHRIE,  
OKLAHOMA AND THE CITY OF EDMOND, OKLAHOMA  
FOR THE GUTHRIE-EDMOND REGIONAL AIRPORT**

THIS AGREEMENT is entered into as hereafter set forth by and between The City of Guthrie, Oklahoma, a municipal corporation, organized and existing under its Charter and the laws of the State of Oklahoma (hereinafter also referred to as "Guthrie") and The City of Edmond, Oklahoma, a municipal corporation, organized and existing under its Charter and the laws of the State of Oklahoma (hereinafter also referred to as "Edmond").

WHEREAS Oklahoma law, 3 O.S. (1995 Supp.) Section 65.1, et seq. codifies the Municipal Airport Act of 1947, authorizes municipalities to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police airports and air navigation facilities, either within or without the territorial limits of the municipality; and

WHEREAS, Oklahoma law, 3 O.S. (1995 Supp.) Section 65.1 specifically authorizes municipalities to enter into agreements with each other for joint operation of a municipal airport and air navigation facilities; and

WHEREAS, Guthrie and Edmond initially entered into an Agreement effective July 1, 2004 through June 30, 2009, and renewed that Agreement effective July 1, 2009 through June 30, 2014, and now desire to renew said Agreement to allow for the continued joint operation and development and expansion of the Guthrie airport, subject to the amended terms as set out herein.

NOW, THEREFORE, BE IT RESOLVED, the parties agree to the following provisions:

### **DURATION**

1. This agreement entered into by and between The City of Guthrie Oklahoma and The City of Edmond, Oklahoma effective on the 1<sup>st</sup> day of July, 2009 and continuing until June, 30, 2014, shall be renewed for an additional five year term from July 1, 2014 until June 30, 2019 and may be renewed for successive five year terms upon the mutual written agreement of both parties.

### **TERMINATION**

2. This Agreement may be terminated prior to the expiration of the five (5) year term by either party without cause at least ninety (90) days prior to the beginning of each city fiscal year.

### **PURPOSE**

3. The purpose of this renewal Agreement is to permit Guthrie and Edmond to continue to work cooperatively to jointly operate and to facilitate expansion and development to the Guthrie airport. The parties agree that the growth and success of the airport is a vital element for the continued vitality and economic growth of both municipalities. Further, that citizens from both Guthrie and Edmond own aircraft that operate currently from the airport and the continuation of this agreement will allow for increased usage by Edmond citizens. The operation of the airport is expressly declared as a public purpose and proper municipal function for both Guthrie and Edmond.

4. The parties acknowledge that the Guthrie Municipal Airport has been renamed to the Guthrie-Edmond Regional Airport.
5. The airport will continue to be owned and maintained by Guthrie until such time as the parties would mutually agree to a change in ownership.
6. The airport, pursuant to its Long Range Plan, has current plans for the expansion of its facilities, which include runway and taxiway extensions, land acquisition, and other capital improvements. The airport currently has existing agreements for airport operations, hangar ground leases agreements and fuel sales, which provide revenue to the airport.
7. That Guthrie has previously received governmental grants that have allowed for the operations and improvements to the airport and that to enable that continued expansion and improvement of the airport, additional governmental grants have been applied for and are pending completion. Edmond has also previously provided financial assistance in the amount of \$300,000 as the local matching share for capital improvements. Both parties agree to share in the costs of capital improvements to the airport. Each city will be responsible for providing funds for the maintenance, operation and capital improvements of the airport, and will share in the revenue, in any resulting from the operation of the airport. All revenue received will remain at the airport, per the FAA grant assurances.
8. The parties agree to reestablish the Guthrie-Edmond Regional Airport Advisory Board (Board) which will consist of seven members, three members appointed

by the Edmond City Council and four members appointed by the Guthrie City Council, two of said Guthrie members from within the corporate city limits of the City of Guthrie, Oklahoma and the other two either from the corporate city limits of City of Guthrie, Oklahoma or the unincorporated portion of Logan County, Oklahoma. The members will serve three year terms with a three term limit, and do not need to be residents of the cities from which they are appointed and serve without compensation. No member of the Board shall have a direct interest in the airport or in any entity located at the airport, or its hangars, except that this section shall not prohibit an airplane owner who houses their plane at the airport or an employee who works for the owner of a business or hangar located at the airport from being on the Board. An owner of a hangar or lessee of a hangar is allowed to serve on the Board but is specifically prohibited from voting on any hangar related economic or proprietary issues. The Board shall have power to make recommendations to the respective city councils regarding the planning, operations and development of the airport facility. The Board shall have the power to plan, acquire, establish, operate, develop and protect the airport facility, subject to the City of Guthrie's and the City of Edmond's approval. The total expenditures to be made by the Board for any purpose in any fiscal year shall be determined by budget approved by the city councils of Guthrie and Edmond and without such approval, this agreement will terminate. Any resolutions, rules, regulations or orders of the Board shall become effective only upon the approval of the city councils of Guthrie and

Edmond. The Board may not acquire or dispose of airport property, real or personal, enter into contracts, leases or other agreements without the consent of the city councils of Guthrie and Edmond. The Board shall have no employees, but will be assisted by the airport manager who will be an employee of the City of Guthrie and serve under the direction of the City Manger. The City Attorney for the City of Guthrie shall serve as legal counsel for the Board.

**NOT ASSIGN**

9. This Agreement is not assignable except upon the prior written consent of all parties hereto.

**NO THIRD PARTY BENEFICIARIES**

10. It is not the intent of this Agreement to create any rights in any third parties.

**EQUIPMENT/PERSONNEL**

11. All equipment used by Guthrie and Edmond in carrying out this Agreement will, at the time of the action hereunder, be owned by or under the jurisdiction of each City, respectively; and all personnel acting for Guthrie and Edmond under this Agreement will, at the time of such action, be an employee or agent of their respective City.

**AMENDMENT**

12. This Agreement may not be amended except by express written agreement of all parties hereto.

**CAPTIONS**

13. The captions, titles, and headings contained herein are for convenience of reference only.

#### **INTERPRETATION**

14. When any word in the Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

#### **PRESERVATION OF DEFENSE AND RIGHT**

15. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. §151, et seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

#### **WHOLE AGREEMENT**

16. It is mutually understood and agreed by the parties hereto that this agreement contains all of the covenants, stipulations, and provisions agreed upon by said parties and no agent or other hereof, except as provided herein, and no party is or shall be bound by any statements or representation not in conformity herewith.

APPROVED by the MAYOR and City Council of the City of Guthrie this 17<sup>th</sup> day  
of June, 2014.

  
MAYOR

Attest:

  
City Clerk

APPROVED as to form and legality this the 17<sup>th</sup> day of  
June, 2014.

  
CITY ATTORNEY

APPROVED by the MAYOR and City Council of the City of Edmond this 23<sup>rd</sup> day  
of June, 2014.

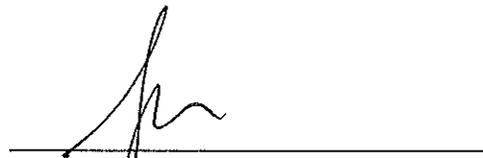
  
MAYOR

Attest:

  
City Clerk



APPROVED as to form and legality this the 23<sup>rd</sup> day of  
June, 2014.

  
CITY ATTORNEY