

SPECIAL EVENT OPERATIONS AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and **FPC LIVE, LLC** (hereinafter "Organizer"), a **limited liability company** organized in the State of **Wisconsin** and with authority to transact business within the State of Missouri.

WITNESSETH:

WHEREAS, Organizer desires to host the Event described in **Exhibit A** (hereinafter "Event") and Organizer has requested the closure of any public street, sidewalk or public place for the Event; and

WHEREAS, Organizer is planning a special event which either occurs the day before or the day of any scheduled University of Missouri home football game or is an event that will require city services, equipment or support that is outside the ordinary course of business of the City; and

WHEREAS, pursuant to Section 24-73 of the City of Columbia's Code of Ordinances, the City and the Organizer have negotiated the terms of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Date, Time, and Location of Event. The Event details are set forth in **Exhibit A**. The Event Area (hereinafter "Event Area") is designated in the Event Map contained in Exhibit B.
2. Authorization for Closure of Streets, Sidewalks, and Public Places. Contingent upon Organizer's compliance with the terms of this Agreement, Organizer may close streets, sidewalks and/or public places in the Event Area specified as closed areas in Exhibit B in accordance with the dates and times set forth in Exhibit A. All areas of the street, sidewalks and public places outside of the designated closed Event Area(s) shall remain open to the public.
3. Special Event Permit. Upon the payment of the Event deposit specified in **Exhibit A**, City shall issue a special event permit to the Organizer for the Event in the designated Event map contained in **Exhibit B**, subject to the restrictions and conditions set forth in the Code, this Agreement and in the Exhibits, approved Technical Map, approved plans and local laws, rules, and regulations. The special event permit is contingent upon Organizer complying with this Agreement, maintaining specified insurance, and operating the Event in accordance to the terms set forth herein, in the attached Exhibits and all approved Technical Maps

and plans, and in accordance with all laws, rules, regulations, and orders including but not limited to any public health related orders.

4. Organizer's Responsibilities.

- a. Organizer shall be responsible for complying with the terms of this Agreement, the Exhibits including but not limited to the additional provisions set forth in **Exhibit A**, and any and all approved Plans and Technical Map. Organizer shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party, contractor, subcontractor, agent, employee, or volunteer to fulfill its obligations or promises to the Organizer.
- b. Organizer may operate the Event on the date(s) and times set forth in **Exhibit A**. Organizer shall provide security, identification checking, first aid, fencing, and signage for the Event(s).
- c. Organizer may set up for the event and shall clean up from the Event as set forth in **Exhibit A**. All tents, port-a-johns, art, signage, fencing, and other temporary structures used for the Event shall be removed and other clean-up completed in accordance with the deadlines set forth in **Exhibit A**.
- d. Organizer shall not unreasonably interfere with the normal uses of the abutting property. Access to businesses and residences that abut the street closure or are within the Event Area shall be maintained.
- e. Insurance.
 - i. Workers' Compensation insurance for all of its employees and volunteers working in connection with the Event shall meet Missouri statutory limits. Employers' Liability coverage limit shall be no less than \$500,000 each employee or volunteer, \$500,000 each accident, and \$500,000 policy limit.
 - ii. Comprehensive General Liability insurance (occurrence format), including Completed Operations, Broad Form Property Damage, Personal Injury, and Contractual Liability for damage which may arise from Event operations, whether such operations be by itself or by any one directly or indirectly employed or otherwise working for it. The amount of insurance shall be not less than \$3,000,000.00 for any one occurrence and \$3,000,000 in the aggregate. Such limits may be satisfied by a combination of primary Commercial General Liability and Excess or Umbrella Liability.
 - iii. If motor vehicles are used, Organizer shall take out and maintain Automobile Liability insurance in an amount not less than \$1,000,000.00 combined single limit for any one occurrence covering bodily injury, including accidental death and property damage, to protect itself from any and all claims arising from the use of motor vehicles operated by it in connection with the Event.
 - iv. If the Event involves the sale or distribution of liquor, Organizer shall take out and maintain liquor liability coverage at no less than \$1,000,000.00.

- v. If the Event involves the use of an amusement ride, Organizer shall require by contract that the amusement ride owner/operator to have in force Comprehensive General Liability written by an insurance company authorized to do business in this state in an amount of not less than one million dollars per occurrence.
- vi. Any additional special insurance requirements are set forth in **Exhibit A**.
- vii. Organizer shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this Agreement and that requires a thirty (30) day mandatory cancellation notice. The insurance provided for the additional insured's shall apply as primary and non-contributing insurance.
- f. Admission Fees. Organizer is authorized, but not required, to charge admission to the fenced Event area. The ticketed area will be distinguished by fencing around its perimeter. Perimeter of fenced Event area shall be secured with a combination of fencing types including bike racks, snow fencing, and exhibit infrastructure. No entry fee shall be charged to a person who resides or operates a business in the closed street area or to a customer of or person making delivery to a business or residence in the closed street area.
- g. Portable Generators. Organizer shall provide City with information as to the number, size, and location of portable generators to be use at the Event. Location of generators shall be shown on the approved Technical Map. Organizer shall restrict its use of portable generators at the locations specified in the approved Technical Map.
- h. Parking. Organizer shall ensure that all motorized vehicles, including those of Event staff and volunteers, shall remain on paved roads and/or in designated parking areas.
- i. Portable Toilets. Organizer shall provide sufficient portable toilets and washing stations/hand sanitizing stations for the Event as noted in the approved Technical Map. Organizer shall provide portable restrooms meeting ADA accessibility guidelines and locate such toilets so as they can be accessed via an accessible route in accordance with ADA regulations. Organizer shall be solely responsible for installing and maintaining the toilets and washing/sanitizing stations in a safe and sanitary condition.
- j. Organizer shall secure all necessary City permits required in connection with the Event. Organizer shall pay all applicable fees set forth in the City of Columbia Code of Ordinances.
- k. Signage and Art. Signs, art and banners promoting the Event may only be displayed in the footprint on the days of the Event, set up and clean up. All such signs, art and banners shall be temporary and shall be removed from the footprint upon completion of the Event. Signage to be placed outside of the footprint shall be outlined in a signage plan to be submitted by the

Organizer to City. Signage outside of event footprint shall comply with the City of Columbia's Code of Ordinances.

- i. Management of Trash, Recycling, and Clean-up. City and Organizer shall negotiate a plan for the management of trash, recycling and clean-up of Event. Organizer shall comply with the City approved plan for the management of trash, recycling and clean-up of the Event. Organizer shall work with the City of Columbia Public Works and Utilities Departments to determine appropriate locations for the recycling and trash receptacles. Organizer is responsible for picking up and returning the fifty-five (55) gallon trash barrels and recycling bins from the City's Landfill and for the distribution of the trash and recycling receptacles throughout the Event space per the approved plan. Organizer shall be responsible for supplying trash and recycling bags for receptacles. Organizer shall ensure that staff and/or vendors do not move or relocate receptacles. Organizer shall be responsible for coordination of event staff, volunteers, or a contract agency to monitor and empty all trash and recycling receptacles during the event into the roll-off containers. City shall be responsible for delivering, emptying and picking up roll-off containers on a schedule outlined in the Solid Waste Plan. Event Organizer shall be responsible for paying all fees set forth in Chapter 22 of the City's Code of Ordinances. Organizer shall separate cardboard recycling from recycling consisting of glass, plastic, and aluminum. If Organizer deposits or allows its recycling to be contaminated with trash, garbage, or other types of materials, the material shall not be recycled and Organizer shall pay for the disposal of the material at the trash rate.
- m. Storm Water Compliance. All grey water (including but not limited to waste water, mop water, hand sink water, dish water and wash out stations) shall be disposed of properly and placed in the sanitary sewer.
- n. Fire Safety. Organizer shall operate its Event in accordance with the International Fire Code, as adopted and amended by Section 9-21 and 9-22 of the City's Code. Organizer shall not block or allow to be blocked the Fire Department's access to any fire department connection point within the Event foot print or to any area needed by the Fire Department to respond to and access any buildings within the Event foot print. Organizer's Public Safety Plan shall include requirements to allow the Fire Department to respond to fires and other emergencies within the Event foot print.
- o. Temporary Structures. Organizer shall comply with all code requirements related to temporary structures including but not limited to tents and stages. Unless directed otherwise by a City Code Enforcement Officer, Organizer shall install all temporary structures in accordance with Code requirements and any designated special conditions indicated on the permit(s) at the locations indicated in the approved Technical Map.
- p. Required Plans and Technical Map. Organizer shall provide to City the following plans for the City's review prior to the Event:

- i. a sufficient traffic control plan;
- ii. a plan or evidence of sufficient monitors, event staff, volunteers or security for crowd control and safety;
- iii. a plan or evidence of sufficient waste management services and sanitation or portable sanitation equipment, services or facilities that are reasonably necessary to ensure that the event will be conducted with due regard for safety, health and the public welfare;
- iv. sufficient off-site parking or shuttle service, or both, when required to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the event as determined by the city event committee;
- v. Provide a sufficient public safety plan based on event risk factors including but not limited to, on-site medical personnel, emergency preparedness for adverse weather conditions, temperature, fire, or other potential health and public safety concerns. Organizer shall outline procedures to be implemented in the event of an emergency situation during the Event. No later than two (2) weeks prior to the Event, Organizers shall provide a Public Safety Plan acceptable to the City. Organizer shall comply with Organizer's Public Safety Plan which has been approved by the City. Organizer shall be responsible for implementing the Public Safety Plan in the event of an emergency situation. Organizer shall provide trained crowd managers in the amount of one (1) per every five hundred (500) attendees.
- vi. Severe Weather/Emergency Shelter Plan. Organizer shall provide a Severe Weather/Emergency Shelter Plan to outline procedures to be implemented in the event of severe weather occurring during the Event.
- vii. Accessibility Plan. Organizer shall provide City with a plan to ensure Event is accessible in accordance with the requirements of the Americans with Disabilities Act and related regulations.
- viii. Signage Plan. Organizer shall provide City with a plan outlining all signage used for the event, to include sign wording, location and size.
- ix. Concessions/Vendor Plan. Organizer shall submit a Concessions and Vendor Plan. The plan shall identify the type of concession equipment to be used including portable concession trailers, tents, generators, grills, fryers, etc. and shall outline plans for disposal of any waste generated by vendor operations. Any ashes resulting from the use of portable charcoal grills are to be removed from the event site and disposed of properly. All grease, frying oil, and other waste products resulting from vendor operations must be removed from the event site and properly disposed. The approved Technical Map shall indicate the location of concession facilities, and the identification of vendors.
- x. Required Technical Map. Organizer will submit for City review and approval an Event Technical Map. The Event Technical Map shall be dated as of the date of the last change. The Technical Map that shall include, but

is not limited to, details on the placement of vendor and/or concession booths, porta-johns, art installations, alcohol service locations, trash/recycling locations, and any other temporary tents and structures placed inside the Event location outlined on the Event Map. Organizer shall finalize its Event Technical Map and submit it for City approval. The special Events permit is contingent upon the City's written approval of the final Technical Map for the Event.

City shall review the plans and approve the plans in the City's sole discretion. Failure to obtain City's approval of the required plans shall result in the cancellation of the Event permit. Organizer shall comply with the City approved Event plans and the City Approved Technical Map.

- q. Alcohol Sales. If Organizer has requested permission to serve alcoholic beverages as part of the Event operations, the following requirements apply. All service of alcohol at the Event shall comply with all local, State and Federal rules, regulations and laws, and the following additional requirements. The alcoholic beverage service may immediately be halted for noncompliance with any of the below-listed conditions. The City of Columbia shall enforce these conditions and may require closure of all bar stations upon determining that any condition has been violated.
- i. Alcoholic beverages shall only be served at the soda and bar stations shown on the Event Technical Map at the times designated in **Exhibit A**.
 - ii. If the Special Event Operations Agreement includes alcohol service and if the Event Area includes the closure of any area subject to the open container ordinance, approval of this Operations Agreement shall constitute the City Council's approval of the exclusion of the closed locations from the open container ordinance.
 - iii. Organizers are responsible for ensuring there is no unregulated alcohol within the fenced Event area.
 - iv. Alcohol service is limited to two (2) alcoholic beverages per person per service. All alcoholic beverages must be pre-approved by the City.
 - v. Beverages, both alcoholic and non-alcoholic, shall not be served in glass bottles or glass containers. Alcoholic beverages shall be served only in clear, plastic and commemorative cups, plastic bottles, or cans. Alcoholic and non-alcoholic beverages shall be served in containers that are distinctively different from each other.
 - vi. Pouring of alcoholic beverages into anything other than the container intended for the beverage is prohibited.
 - vii. All pre-packaged beverages shall be opened by servers/bartenders before being served.
 - viii. Event staff is responsible for ensuring identifications are checked before the issuance of wristbands. Bartenders/servers are responsible for ensuring anyone they serve an alcoholic beverage is wearing a wristband

indicating they are twenty-one (21) years of age or older. The bartenders/servers are responsible for ensuring no one under twenty-one (21) years of age is served alcohol.

- ix. Intoxicated individuals shall not be served.
- x. Organizer shall provide a list of all those person that will be used as designated servers/bartenders for the Event to the City seven (7) business days before the Event, along with a copy of a SMART training certificate or Alcohol Server Certificate care for each person on the list. Only designated servers/bartenders are allowed to pour or serve alcohol during the Event. All servers and Event staff in the alcohol sales area are required to complete SMART training offered online by the University of Missouri on alcohol awareness or to have an Alcohol Server Certificate card issued by the Columbia/Boone County Department of Public Health and Human Services.
- xi. Stations serving or distributing alcohol shall be monitored and randomly checked for compliance with alcohol regulations by the City of Columbia and/or the State of Missouri.
- xii. Organizer shall provide and keep in place signs at all bar stations stating, "ID Required- No More than 2 Drinks per Person- Alcohol Service Ends at [designated end time] within the Event location.
- xiii. Organizer shall provide training to all servers and Event staff in the alcohol service area on the alcohol rules and restrictions listed above.
- r. Parade. If the Event includes a parade or procession which requires a permit, approval of the Special Event Operation Agreement shall constitute the police chief's issuance of a parade permit. Organizer shall conduct its parade or procession in accordance with the terms of this Agreement, including Exhibits A and B, on the City approved parade route.

5. City's Responsibilities.

- a. Street Closures, Traffic and Parking Restrictions. City shall put in place street closures, traffic and parking restrictions necessary for the Event in accordance with the Street Closure, Traffic and Parking Plan approved by the City's Traffic Engineer. City shall restrict parking in the aforementioned street closure. Signage will be installed at least twenty-four (24) hours in advance of parking restrictions. Any other special conditions related to the street closure, traffic and parking restrictions are set forth in **Exhibit A**.
- b. Solid Waste. City shall provide the solid waste services set forth in **Exhibit A**.
- c. Cost Recovery Plans. City shall provide a cost recovery plan for special city services and present to the Organizer no later than fifteen (15) days prior to the event. Organizer shall pay for the city services as outlined in the City approved cost recovery plan.
- d. Any additional special City responsibilities are set forth in **Exhibit A**.

6. **HOLD HARMLESS.** To the fullest extent not prohibited by law, Organizer shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of Organizer, of anyone directly or indirectly employed by or otherwise working for Organizer, or of anyone for whose acts Organizer may be liable, in connection with the Event(s). This provision does not, however, require Organizer to indemnify, hold harmless, or defend the City of Columbia from City's own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of this Agreement or the event permit.
7. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
8. Compliance with Laws. Organizer shall comply with all federal, state, and local laws, codes, rules, regulations and orders, including but not limited to any public health orders.
9. The term of this Agreement shall commence on the Effective Date and shall terminate six (6) months following the Effective Date. Section 6 of this Agreement shall survive termination of this Agreement.
10. Termination, Cancellation or Postponement for Public Safety. City may terminate this Agreement and/or any permit issued pursuant to this agreement when the City Manager, in the City Manager's sole discretion, determines that such action is necessary when there is a credible threat to public health, safety and welfare.
11. Termination by Default. Should Organizer be in default of any provision of this Agreement or any requirements contained herein or in an attached exhibit or approved plan or technical map, City may immediately terminate this Agreement and may revoke any permit issued for the Event.
12. Cancellation or Postponement pursuant to Section 24-73. Pursuant to Section 24-73 of the City Code, the city manager may cancel or postpone a special event permit if the manager thinks that any denial condition listed in Section 24-73(d) of the Code exists, or is likely to exist, or to otherwise protect people and property in the city.
13. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

14. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
15. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the state of Missouri. The Parties agree to waive any defense of forum non conveniens.
16. Compliance with ADA and Nondiscrimination Laws. Organizer shall comply with federal, state and local laws related to Equal Opportunity and Nondiscrimination. Organizer shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other legally protected category. In addition, Organizer shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations and guidance implementing the Act, including those regulations governing employment practices and public accommodations. Organizer shall make the Event accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations and guidance.
17. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
18. Contract Documents. This Agreement includes the following Exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Event Information, Special Event Restrictions and Conditions
B	Event Map and Key

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls. In the event of a conflict between the terms of the exhibits, the exhibits control in the order listed above.

19. Entire Agreement. This Agreement represents the entire and integrated Agreement between Organizer and City relative to the Event(s). All previous or contemporaneous agreements, representations, promises and conditions relating to the Event(s) described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____ *JMS*
De'Carlon Seewood, City Manager

Date: _____

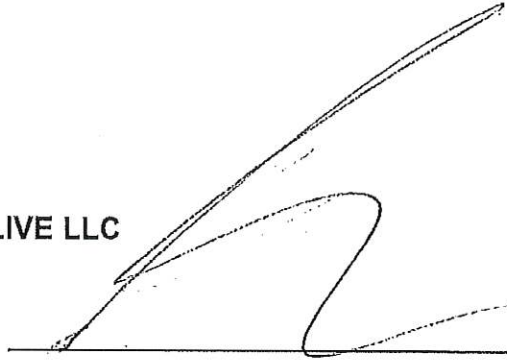
ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

FPC LIVE LLC

By: _____ 

Name/Title: **Mike Nolan - Director of Operations**

Date: 05/01/24

ATTEST:

By: _____

Name/Title: **Insert Name and Title**

Exhibit A

Event Information, Special Event Restrictions and Conditions

Name of Event: **Central Bank Downtown Live**
Date of the Event(s): **June 28 , July 12 and October 9, 2024.**
Location of the Event: **Ninth Street between Broadway Street and Walnut Street.**

Hours of Operation – Organizer is allowed to operate the Event during the following Date(s)/Times: **June 28, July 12 and October 9, 2024 from 6:00 pm to 11:30 pm.**

Set-up Activities for the Event may occur on: **June 28 , July 12 and October 9 from 7:00 am until 4:00 pm.**

Clean-up Activities shall be completed no later than **June 29, July 13 and October 10 by 1 :00am.** In the case of inclement weather and with approval in writing by the Convention and Visitor's Bureau Department Director, these deadlines may be extended to **June 29, July 13 and October 10 by 8:00 am.**

Event Deposit: **\$N/A**

Additional Special Event Restrictions and Conditions:

Street Closures, Traffic and Parking Restrictions: Ninth Street between Broadway Street and Walnut Street including the East/West alleyway alongside Commerce Bank. Barricades will be set up at 9th and Broadway and will only allow for patrons to exit. Barricades will be set up at 9th and Walnut and will allow for patrons to enter and exit. Barricades will be set up at both alley ways that intersect 9th and will allow for patrons to exit. Orange snow fencing will be used to seal any gaps in the footprint, as well as provide a perimeter for the VIP section.

Solid Waste: Solid Waste will provide requested trash and recycling receptacles for Organizer to pick up and return.

Fire Safety: Organizer has submitted a sufficient fire safety plan with the application.

Public Safety: Organizer has submitted a sufficient safety and emergency plan with the application. Crowd control will be maintained by ample security guards positioned throughout the event footprint. To further maintain control, there will only be one entry point (9th & Walnut). Security guards will be positioned throughout The Blue Note as well.

Additional Insurance Requirements (if Applicable): **N/A**

Alcoholic Beverage (if Applicable Organizer has submitted a sufficient Alcohol Management Plan with the application):

Alcoholic beverages shall be served only at the following dates and times:
June 28, July 12 and October 9, 2024 from 6:00 pm until 11:00 pm.

Parade or Procession (if Applicable) N/A

Other: N/A

Additional Special City Responsibilities: The City will provide service to shut off and turn back on street lights requested by the Organizer within the venue. Parking Utility will provide meter hoods for impacted parking spaces. Cost recovery invoices will be sent to the Organizer by the appropriate Departments.

City Equipment Approved for Use by Organizer:

If any City Equipment is approved for use by Organizer at Organizer's Event, the Equipment is listed as follows: **The City will provide approved street barricades with pick up and delivery responsible to the Organizer. Solid Waste will provide trash and recycling receptacles.**

Exhibit B
Event Map and Key

9th STREET

