

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 Columbia Art League (hereinafter "Organizer"), a nonprofit corporation organized in the State of Missouri and with authority to transact business within the State of Missouri.

Page | 1

WITNESSETH:

WHEREAS, Organizer desires to host the 2023 Art in the Park Festival (hereinafter "Event") and Organizer has requested the closure of a public street, sidewalk or public place for the Event; and

WHEREAS, Organizer is planning a special 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 date, time and location of the Events are set forth in Organizer's Event information contained in **Exhibit A**.
2. Closure of Streets, Sidewalks, and Public Places. The Event Area (hereinafter "Event Area") is designated in the Event map contained in **Exhibit B**. Organizer may close streets, sidewalks and/or public places in the Event Area specified as closed areas in **Exhibit B**. Except as set forth in this Agreement and attached exhibits, all areas of the street, sidewalks and public places outside of the designated closed Event Area(s) shall remain open to the public.
3. Roles and Responsibilities.
 - a. City's Responsibilities. City shall provide the services in support of the Event which are contained in **Exhibit C**.
 - b. Organizer's Responsibilities. Organizer shall be responsible for complying with the terms of this Agreement, the Exhibits, 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, and employee or volunteer to fulfill its

obligations or promises to the Organizer. Organizer shall pay the fees set forth in the City of Columbia Code of Ordinances for the Event.

4. Special Event Permit. Upon the payment of the Event deposit specified in **Exhibit D**, City shall issue a special event permit to Organizer for the Event in the designated Event map contained in **Exhibit B**, subject to the restrictions and conditions set forth in this Agreement and in the Exhibits, approved Technical Map and plans. 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 and in the attached Exhibits and approved Technical Map and plans.
5. Insurance. Organizer shall take out and maintain for the Event(s) such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from Event operations, whether such operations be by itself or by anyone directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of Event(s). The minimum amount and types of insurance required are outlined in **Exhibit E**. At least 30 days prior to the Event, 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 30-day mandatory cancellation notice. Failure to maintain the required insurance in force may be cause for termination of the Agreement and revocation of the permit. In the event that Organizer fails to maintain and keep in force the required insurance, the City shall have the right to cancel and terminate the Agreement without notice.
6. **HOLD HARMLESS.** To the fullest extent not prohibited by law, the 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 the Organizer, of anyone directly or indirectly employed by or otherwise working for the Organizer, or of anyone for whose acts the 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. Restrictions and Conditions, Plans and Technical Map.
 - a. Hours of Operation. Organizer is allowed to operate the Event on the date(s) and time(s) specified in **Exhibits A and D**.
 - b. Public Safety Plan. 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.
 - c. Organizer shall provide security, identification checking, emergency medical resources, fencing, and signage for the Event(s).
 - d. Organizer shall comply with the additional provisions set forth in **Exhibit D**.
 - e. 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.
8. 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.
9. Compliance with laws. Organizer shall comply with all federal, state, and local laws, codes, rules, and regulations and orders.
10. The term of this agreement shall commence on the Effective Date and shall terminate six (6) months following the Effective Date. Section 5 of this Agreement shall survive termination of this Agreement.

11. Termination, Cancellation or Postponement.

- a. 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.
- b. 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, City may immediately terminate this Agreement and may revoke any permit issued for the Event.
- c. Cancellation or Postponement pursuant to Section 24-73. Pursuant to Section 24-73, 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.

12. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

13. 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.

14. 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.

15. 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 protected category. In addition, Organizer shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations 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.

16. 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 the Agreement.
17. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Organizer's Event Information
B	Event Map
C	City's Responsibilities
D	Special Event Restrictions and Conditions
E	Minimum Insurance Requirements
F	Solid Waste Plan

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.

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

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

CITY OF COLUMBIA, MISSOURI

Page | 6

By: _____
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

ORGANIZER

By: _____

Name and Title: Kelsey Hammond, Director

Date: 4/19/23

ATTEST:

Exhibit A

Organizer's Event Information

- 1) Organizer desires to utilize Stephens Lake Park for the 2023 Art in the Park Festival to be held June 3 through June 4, 2023, subject to the restrictions and conditions set forth in this agreement and in the Exhibits.
- 2) Hours of Operation – Organizer is allowed to operate the Event during the following hours:
 - Saturday, June 3, 2023 from 10:00 a.m. to 5:00 p.m.
 - Sunday, June 4, 2023 from 10:00 a.m. to 4:00 p.m.
- 3) Set-Up Activities for the Event may occur on Friday, June 2, 2023 from 6:00 a.m. to 6:00 p.m.
- 4) Clean-Up Activities – All tents, porta-a-johns, and other temporary structures used for the Event shall be removed and other clean-up completed by 8:00 p.m. on Sunday, June 4, 2023.

Exhibit B

Event Map



Exhibit C

City's Responsibilities

The City shall provide:

Page | 9

- 1) Street Closures, Traffic and Parking Restrictions:
 - a. Beginning at 7:30 a.m., Saturday, June 3, 2023 through Sunday, June 4, 2023 at 5:00 p.m., the following traffic restrictions will be put into place by the Event Organizers:
 - Old Highway 63 will be closed from Jack Estes Way to Walnut St.
 - Southbound traffic on Old Highway 63 will be detoured westbound on Walnut.
 - These traffic restrictions will be in place until after the Event ends each night and the Columbia Police Department deems the roadway clear and safe to reopen.
 - b. Solid Waste – City shall provide two dumpsters (waste & recycling) as outlined in the approved Solid Waste Plan. City shall work with Organizer on placement, emptying and removal of dumpsters.
 - c. Parks and Recreation will provide the following for this event:
 - A 60'X30' tent at a location approved by the Organizer on Thursday, June 1, 2023 and take down on Monday, June 5, 2023.
 - Twenty (20) trash & recycling receptacles with extra trash bags before the event begins.
 - Additional restroom supplies to be maintained by the Organizer.
 - Four (4) straw bales and additional approved mulch for event if needed in wet areas due to rain. (If used, Organizer will reimburse Parks & Rec for straw bales.)
 - Four (4) portable bike racks on Friday, June 2, 2023 prior to 10:00 a.m.
 - Shuttle service from Boone Hospital Center parking lot to the Event entrance at the Stephens Lake parking lot off Old Highway 63.

Exhibit D

Special Event Restrictions and Conditions

- 1) Hours of Operation. Organizer shall operate the Event during the following hours. Event opens at 10:00 a.m. to 5:00 p.m. on Saturday, June 3, 2023 and at 10:00 a.m. to 4:00 p.m. on Sunday, June 4, 2023. Page | 10
- 2) Set-Up and Clean-Up Activities. Set-up for the Event may occur beginning at 6:00 a.m. to 6:00 p.m. on Friday, June 2, 2023. All porta-a-johns, and other temporary structures used for the Event shall be removed and other clean-up completed from 5:00 p.m. to 8:00 p.m. on Sunday, June 4, 2023.
- 3) Organizer shall provide security, first aid, and signage for the Event.
- 4) Organizer shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party to fulfill its obligations or promises to Organizer.
- 5) Organizer shall secure all necessary City permits required in connection with the Event.
- 6) Organizer shall comply with the City approved Event plans.
- 7) 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 as described in **Exhibit F**. Event Organizer shall be responsible for paying all fees set forth in Chapter 22 of the City's Code of Ordinances. Organizer shall be responsible for coordination of event staff, volunteers, or Organizer's contractor to monitor and empty all trash and recycling receptacles during the event into the roll off containers. Organizer shall separate cardboard recycling from 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.
- 8) Signage. Signs and banners promoting the Event may only be displayed in the street and in the park on the days of the Operations Agreement. All such signs, art and banners shall be temporary and shall be removed from the street and park upon completion of the Event. Signage shall be outlined in a signage plan to be submitted by the Organizer to the City. Signage outside of the park area shall comply with the City of Columbia's Code of Ordinances.

- 9) Required Plans. Organizer shall provide to City the following plans for the City's review prior to 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.

Page | 11

- a. Security Plan. Organizer shall provide a Security Plan to outline procedures to be implemented in the event of an emergency situation during the Event.
- b. 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.
- c. 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.
- d. Signage Plan: Organizer shall provide the City with a plan outlining the signage to be used for the event, to include sign wording, location and size.
- e. Solid Waste Plan. Organizer shall provide the City with a plan to ensure proper collection and removal of trash, recycling and compost (if applicable).
- f. 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. The approved Technical Map shall indicate the location of concession facilities, identification of vendors, 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 park. There is absolutely no dumping of the ashes on the grass or grounds of the park. All grease, frying oil, and other waste products resulting from vendor operations must be removed from the park. Organizer is responsible for addressing these issues as part of the overall trash/recycling plan.

Exhibit E

Minimum Insurance Requirements

- 1) Organizer's Insurance. Organizer shall obtain and maintain the following insurance in connection with the Event.

Page | 12

- a. Organizer shall take out and maintain for the Event Employer's Liability and Workers' Compensation insurance for all of its employees and volunteers working in connection with the Event for the duration of set-up, execution and breakdown of the Event (June 2, 2023 thru June 4, 2023). Workers' Compensation coverage shall meet Missouri statutory limits. Employers' Liability limit shall be \$500,000.00 policy limit.
- b. Organizer shall take out and maintain for the Event such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property 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 for the duration of set-up, execution and breakdown of the Event (June 2, 2023 thru June 4, 2023). The amount of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- c. Organizer shall take out and maintain for the Event Automobile Liability insurance in an amount not less than \$2,000,000.00 combine single limit for any one occurrence covering bodily injury, including accidental death and property damage, to protect itself from and all claims arising from the use of motor vehicles operated by it in connection with the Event for the duration of set-up, execution and breakdown of the Event (June 2, 2023 thru June 4, 2023).
- d. Organizer shall furnish the 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 the Agreement and that requires thirty (30) day mandatory cancellation notice.

Exhibit F

Solid Waste Plan

City's Solid Waste Utility will, as in previous years, set two receptacles (recycle & waste) at a location agreed upon between the Organizer and City staff on June 2, 2023 and will remove on June 5, 2023. City Parks & Recreation will provide 20 additional trash & recycling receptacles along with extra trash bags to help assuage littering during the weekend. Volunteers will be responsible for dumping trash into the dumpsters.

Page | 13