

ACTIVITY AND USE AGREEMENT

This Activity and Use Agreement (Agreement) is entered into as set forth below between The City of Oklahoma City (City) and Arts Council Oklahoma City (Group).

WITNESS:

WHEREAS, Group desires to hold “Opening Night and the Finale 5K” (Event) on Saturday, December 31, 2022, and Sunday, January 1, 2023; and

WHEREAS, the Event will use City property, including Bicentennial Park, located at 500 Couch Drive; City Hall Park, located at 200 North Walker Avenue; Frank J. Hightower Park, located at 208 Patience Latting Circle; and Carolyn Hill Park, located at 228 Patience Latting Circle; as well as the Oklahoma City Community Foundation River Trail, located on the north side of the Oklahoma River; and other public property and rights-of-way (collectively, the Event Site), as shown in Exhibit A, incorporated herein; and

WHEREAS, “Opening Night” has been Oklahoma City’s premiere New Year’s Eve celebration since 1987; and

WHEREAS, the Event will require access control within the Event Site; and

WHEREAS, Group has established criteria to control activities, exhibits, and services at the Event; and

WHEREAS, recognized special events promote a high quality of life and increased civic pride; and

WHEREAS, the City is willing to enter into this Agreement for the Event.

NOW, THEREFORE, the parties agree:

1. GRANT

The City hereby grants Group this Agreement to set up and conduct the Event at the Event Site, as shown in Exhibit A.

2. ALL EVENT ACTIVITIES AT GROUP’S EXPENSE

Unless stated elsewhere in this Agreement, Group shall, at its expense, plan, conduct, and manage all aspects of the Event.

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3. FRANCHISES FOR PUBLIC UTILITIES

This Agreement 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 Agreement 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.

4. AGREEMENT TERM

This Agreement shall be effective when approved by the City. It shall authorize Group to use the Event Site from 9:00 a.m. Central Time (CT) on Friday, December 30, 2022, through 12:00 p.m. CT on Sunday, January 1, 2023.

5. ACCESS TO EVENT SITE

- A. During the Event, Group may limit access to the Event Site according to the Site Plan.
- B. In addition, this Agreement shall authorize Group to use public rights-of-way to establish a(an):
 - i. Staging Area, exclusively closing **Colcord Drive** from North Lee Avenue east to North Walker Avenue, **Couch Drive** from North Lee Avenue east to North Walker Avenue, and **Channing Drive** from Colcord Drive north to Couch Drive from 8:00 a.m. CT on Saturday, December 31, 2022, until 4:00 a.m. CT on Sunday, January 1, 2023.
 - ii. Event Area, exclusively closing **Patience Latting Circle** from Colcord Drive north to Couch Drive, **Couch Drive** from North Walker Avenue east to Patience Latting Circle, and **North Walker Avenue** from Couch Drive south to West Main Street from 3:00 p.m. CT on Saturday, December 31, 2022, until 4:00 a.m. CT on Sunday, January 1, 2023.
 - iii. Fireworks Display Fall-Out Zone, temporarily closing **West Sheridan Avenue** from North Dewey Avenue east to North Walker Avenue, **North Walker Avenue** from West Sheridan Avenue north to West Main Street, **West Main Street** from North Walker Avenue west to North Dewey Avenue, and **North Dewey Avenue** from West Main Street south to West Sheridan Avenue from 11:00 p.m. CT on Saturday, December 31, 2022, until 12:30 a.m. CT on Sunday, January 1, 2023.

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- iv. Running Route for the “Finale 5K,” temporarily closing the **curbside southbound lane of North Walker Avenue** from Colcord Drive south to South Harvey Parkway, and **South Harvey Parkway** from South Walker Avenue south and east to the Oklahoma City Community Foundation River Trail, located on the north side of the Oklahoma River, from 2:00 p.m. CT until 4:00 p.m. CT on Saturday, December 31, 2022.

6. ACTIVITY REGULATION BY GROUP

To ensure public health, safety, and welfare, and to maintain high standards of Event quality, Group may regulate activities at the Event Site. These shall include, but are not limited to, exhibits, entertainment, promotions, and concessions.

7. COMPLIANCE WITH CITY’S AUTHORIZED AGENT(S)

Group shall comply with all lawful directives of the City’s authorized agent(s), who shall be allowed, at any time, to fully enter or inspect the Event Site.

8. BARRICADES

Barricades, if needed, shall be placed properly by a licensed vendor. The placement and use of barricades shall be consistent with the Site Plan.

9. POTABLE WATER

Group assumes all responsibility for potable water brought to the Event Site. After the Event, Group shall restore the area where temporary potable water service is set to pre-Event condition or better.

10. TEMPORARY ELECTRICAL SERVICE

Group assumes all responsibility for temporary electrical service brought to the Event Site. Such temporary service shall be installed by a licensed electrical contractor, pursuant to an Electrical Permit issued by the City, and approved by a City inspector before the Event. After the Event, Group shall restore the area where temporary electrical service is set to pre-Event condition or better.

11. NOTICE OF EVENT

Before the Event, Group shall give notice of the Event to any residents and businesses abutting the Event Site.

12. TRESPASSING

Trespassing on private property is prohibited.

13. TRAFFIC CONTROL

For traffic-control issues, Group shall contact the City's Police Department before the Event. Traffic-control measures shall be consistent with the Site Plan.

14. TRASH AND DEBRIS

Group shall clean up and remove all trash and debris generated, or otherwise occurring, within the Event Site as a result of the Event. Group shall do so before this Agreement expires, or within twelve (12) hours after it is revoked.

15. DAMAGE TO CITY OR OCRRA PROPERTY

Group shall not cause or allow damage, drilling, painting, or permanent construction on City streets, sidewalks, or other City or Oklahoma City Riverfront Redevelopment authority (OCRRA) property unless approved by the City's authorized agent(s).

16. PORTABLE RESTROOMS

Group shall provide portable restrooms at the Event Site as required by the City's authorized agent(s). Of the portable restrooms required under this Section, at least fifteen percent (15%) shall be Americans with Disabilities Act (ADA) compliant. Where possible, portable restrooms shall be placed on paved surfaces (excluding sidewalks). In all cases, they shall be placed within forty (40) feet of a paved surface (excluding sidewalks).

17. TENT STAKES

Group shall use water barrels, sandbags, or cement blocks to secure tents, or other temporary structures, at the Event Site. Group shall not use tent stakes at the Event Site without approval of the City's authorized agent(s).

18. TRUCKS OR TRAILERS

Group shall ensure that trucks or trailers are placed on paved surfaces (excluding sidewalks). Group shall not allow trucks or trailers to be placed on non-paved surfaces without approval of the City's authorized agents(s). This shall include, but is not limited to, concession trucks or trailers.

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19. CONSIDERATION

- A. As consideration for Group's commitment to present the Event, the City shall provide Group with in-kind benefits totaling four thousand one hundred ninety dollars (\$4,190). This equals the Permit costs and includes one thousand nine hundred ninety-five dollars (\$1,995) to use Bicentennial Park for three (3) days; two hundred forty dollars (\$240) to use City Hall Park for three (3) days; two hundred forty dollars (\$240) to use Frank J. Hightower Park for three (3) days; two hundred forty dollars (\$240) to use Carolyn Hill Park for three (3) days; a one hundred dollar (\$100) point-of-sale fee for up to twenty-four (24) vendors; a fifty dollar (\$50), non-refundable processing fee; and a seventy-five dollar (\$75) street-closure fee. Also included is a fee to OCRRA of one thousand two hundred fifty dollars (\$1,250) to use the Oklahoma City Community Foundation River Trail, located on the North side of the Oklahoma River, for one (1) day.
- B. In recognition of the City's commitments under Subsection 19.A., Group shall provide the City with in-kind benefits totaling nine thousand nine hundred thirty-nine dollars (\$9,939). These shall include promotional and marketing consideration for the City in Group's Event-related print and electronic media. The parties' authorized agent(s) shall mutually determine the specific components of the in-kind promotional and marketing benefits to be provided under this Subsection. That agreement shall not be unreasonably withheld. This consideration shall include the following:
 - a. advertising and marketing
 - i. \$487 for listings on electronic and print media
 - ii. \$4,452 for logo on electronic, print, and program media
 - iii. \$3,000 for full page ad in event programs
 - iv. \$2,000 Gobos
 - b. Sales tax revenue estimated at \$200,000
- C. Group shall be financially responsible for damage to, or required cleaning of, City or OCRRA property resulting from the Event. Such responsibility shall include, but is not limited to, damage/cleaning costs from unauthorized parking on grass areas within the Event Site or the cost to dispose of trash or debris left at the Event Site after the Event.
- D. If Group fails to fulfill its obligations under this Section, it may be ineligible for future agreements with the City until it does so. The City may also pursue legal action to collect the consideration owed by Group under this Agreement.
- E. The consideration due under this Section shall be in addition to the parties' responsibilities described elsewhere in this Agreement.

20. APPLICABLE TAXES AND FEES

Group shall be responsible for any taxes or fees assessed in connection with this Agreement. Group shall deliver to the City sufficient receipts or other evidence of payment of such taxes or fees, if requested by the City.

21. EVENT FEES AND CONTENT

Any fees that Group or its vendors charge Event attendees or participants shall be reasonable and not exceed market tolerance. Group's authorized agent(s) shall respond to questions or concerns regarding Event fees, content, or related matters.

22. SAFETY

Group shall ensure that all activities under this Agreement are conducted in a safe, supervised manner using the least invasive means feasible.

23. NON-DISCRIMINATION

Group shall not discriminate against any person because of age; race; creed; color; religion; sex (to include sexual orientation, gender identity, or gender expression); national origin; ancestry; or disability as defined by the ADA, as it may be amended; in furnishing services, privileges, activities, or employment opportunities under this Agreement. Nothing in this Section shall prohibit Group from establishing categories for participation based on the age, gender, or skill level of the participants.

24. LIAISONS

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

25. INDEMNIFICATION

- A. Group shall release, defend, indemnify, and hold harmless the City and OCRRA, 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 revocation of this Agreement, not be limited by any other Agreement provision, and be binding upon Group and its representatives, successors, and assigns.
- 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 Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.

26. INSURANCE

- A. Group shall provide a comprehensive general liability insurance policy sufficient to meet the City's and OCRRA'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 authorized periods of use, as described in Section 4. Group shall pay required insurance premiums or deductibles.
- B. Group's insurance policy shall name the City and OCRRA as additional insured. Group shall not cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days' prior, written notice to the City by certified mail using the contact information contained in Subsection 43.A.
- C. Group shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- D. Consistent with the other requirements of this Section, Group shall provide a certificate of insurance to the City's authorized agent(s) before this Agreement is docketed for City Council action. (See Exhibit B, incorporated herein.)

27. AGREEMENT REVOCABLE AT WILL

This Agreement shall be revocable at will by the City without cause. The City Manager of the City or designee (City Manager) is authorized to revoke this Agreement on behalf of the City by providing written or verbal notice to Group. Upon delivery of such written or verbal notice by the City Manager to any agent of Group, this Agreement shall become void. In such case, Group shall immediately cease occupying and using the Event Site. 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.

28. BREACH

Group shall comply with all Agreement terms. Failure to do so shall be an Agreement breach. Upon such breach, the City Manager may give verbal or written notice to any agent of Group and may revoke the Agreement, as authorized in Section 27. If so, Group shall immediately cease occupying and using the Event Site or be subject to enforcement for trespassing, as provided for in Section 27.

29. TEMPORARY IMPROVEMENTS

Group is authorized to install and maintain temporary improvements within the Event Site during authorized periods of use. Such installation and maintenance (as well as removal) of improvements within the Event Site shall be at the sole risk of Group. The City reserves the right to retain use, occupancy, or possession of improvements left within the Event Site after this Agreement expires or is revoked.

30. RESTORATION OF DAMAGED PROPERTY

Group shall protect all City and OCRRA property within the Event Site. This shall include, but is not limited to, pavement, bleachers, electrical panels, signs, fences, trees, landscaping, irrigation systems, and other structures. If City or OCRRA property is damaged, Group shall timely restore it to pre-Event condition or better or otherwise compensate the City or OCRRA for actual losses. This Section excludes normal wear and tear on City or OCRRA property, as determined by the City's authorized agent(s).

31. LAWS AND OTHER PERMITS

This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies. Group, or its vendors, shall obtain other approvals required to conduct the Event. These shall include, but are not limited to, food and beverage permits; construction, occupancy, street-closure, and noise permits; and fire marshal approvals. Misrepresentations by Group, or its vendors, to obtain other necessary approvals to conduct the Event shall be grounds for revoking this Agreement, as provided for in Section 27.

32. EVENT ADVERTISING, CITY SEAL, OCRRA LOGO, AND PARKS ICON

- A. Group shall be responsible for advertising and promoting the Event. At their option, the City's authorized agent(s) may assist in these efforts. However, they are under no obligation to do so.
- B. All Event-related advertising and promotions shall be consistent with the OKC Parks Brand Standard, as determined by the City's authorized agent(s). Any items that use the City seal, the OCRRA logo, or the OKC Parks Brand shall be approved by the City's authorized agents before public use. All advertising and promotions shall be designed to ensure mutually beneficial results. However, the City's authorized agent(s) reserve the right to modify any content.
- C. Any Event-related advertising or promotions done by Group before this Agreement is approved by the City shall be at Group's risk.

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33. SIGNS FOR PARK CLOSURES

One (1) week before the Event, Group shall install temporary signs at the Event Site notifying the public of the Event. The number, placement, and content of the temporary signs shall be approved by the City's authorized agent(s).

34. SECTION HEADINGS

The Section headings of this Agreement are for convenience only and shall not affect its meaning or interpretation. Group 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.

35. REPRESENTATIONS

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

36. CITY DESIGNEE

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

37. GOVERNING LAW AND VENUE OF ACTIONS

This Agreement shall be governed by, and construed according to, Oklahoma law. Any legal proceeding regarding the Agreement 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.

38. EVENT STAFF AND VOLUNTEERS

- A. Group shall provide sufficient staff and/or volunteers to monitor, facilitate, and control the Event. Group shall ensure that its staff and/or volunteers have required training, equipment, certifications, or other resources to successfully perform their duties under this Agreement.
- B. Group shall work with the City to ensure that at least one (1) City Police officer is on site during the Event. If, as determined by the City's authorized agent(s), additional City Police officers are required, the parties shall coordinate their presence at the Event. Group shall pay any cost for off-duty City Police officers to work the Event.
- C. During authorized periods of use, Group shall provide necessary security of the Event Site and related, temporary improvements.

39. RELEASES

- A. Group shall ensure that, before performing any tasks at the Event, all adult volunteers and participants sign an Acknowledgment and General Release. (Release, see Exhibit C, incorporated herein).
- B. Group shall ensure that, before performing any tasks at the Event, all minor volunteers and participants submit a Release signed by their parent or legal guardian. (See Exhibit D, incorporated herein).
- C. Group shall maintain copies of the Releases required under this Section and provide them to the City's authorized agent(s) upon request. Group's paid Event personnel need not submit Releases.

40. SMOKING AND VAPING PROHIBITED

Smoking and vaping are prohibited at the Event Site. Group shall take reasonable steps to ensure compliance with the City's no-smoking/no-vaping Ordinance. This includes, and is not limited to, smoking or vaping of tobacco or marijuana products.

41. ALCOHOL

Group shall take reasonable steps to ensure compliance with applicable laws regulating the sale and consumption of alcohol at the Event. No alcohol purchased at the Event shall leave the Event Site.

42. TEMPORARY FENCING

As approved by the City's authorized agent(s), Group may furnish, install, and maintain temporary Event and perimeter fencing at the Event Site.

43. 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 Group regarding this Agreement shall be sent to:

Arts Council Oklahoma City
c/o Angela Cozby, Executive Director
400 West California
Oklahoma City, OK 73102
acozby@artscouncilokc.com
405-270-4882

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

44. NOTIFICATION OF DAMAGE

Group shall immediately notify the City's authorized agent(s) of damage within, or adjacent to, the Event Site due to activities under this Agreement. This shall include, but is not limited to, property or environmental damage.

45. 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 Event, 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 part of the Event 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 Event upon mutual consent, which shall not be unreasonably withheld. An alternate Event date(s) within one (1) year of the scheduled Event date(s) must be chosen within fourteen (14) calendar days after such postponement or cancellation. Postponement or cancellation of any part of the Event 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 this 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 Event or prevents Group from conducting the Event.

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46. ENVIRONMENTAL DAMAGE

Group shall cause no environmental damage at the Event Site or on surrounding City or OCRRA property. If such damage occurs due to activities under this Agreement, Group shall immediately remedy the situation, pursuant to applicable environmental regulations, or otherwise compensate the City or OCRRA for actual damages or losses.

47. PARKING

- A. Event parking shall only be allowed in designated areas, as shown in the Site Plan. Group's Event security personnel shall inform Event attendees of City parking Ordinances and, if necessary, notify the City's Police Department of parking violations.
- B. Group shall prohibit vehicle parking on non-paved areas of the Event Site. However, Group's authorized agent(s) and personnel may operate vehicles on non-paved areas of the Event Site **for temporary loading, unloading, and transport of Event-related equipment, supplies, or personnel only**. Other such operation or parking of vehicles by Group's agents or Event attendees shall be an Agreement breach.
- C. Event Parking fees shall not exceed the current, daily rates established by the Central Oklahoma Transportation and Parking Authority (COTPA).

48. ASSIGNING OF AGREEMENT

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

49. DRONES

Group, or its agent(s), shall not operate drones, or other radio-controlled aircraft, at the Event Site without approval of the City's authorized agent(s). A copy of the operator's Federal Aviation Administration license shall be required as part of the approval process.

50. CITY SERVICES MEETING

- A. Well in advance of the Event, Group's authorized agent(s) shall 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, Group shall present information about the 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. Group shall comply with all directives received at the City Services Meeting. Failure to do so shall be an Agreement breach.

51. OUTSIDE VENDORS

Group may prohibit non-authorized vendors from soliciting within the Event Site.

52. PROHIBITED ITEMS

Group may prohibit Event attendees from bringing certain items within the Event Site. Group shall post appropriate notice at the Event Site, and in pre-Event advertising, to inform the public of the prohibited items. Such items may include, but are not limited to, lasers, coolers, umbrellas, or certain weapons.

53. RESTRICTIONS ON MEDICAL SERVICES

Group shall not authorize healthcare providers to issue medical recommendations at the Event Site. Nothing in this Section shall prohibit Group from facilitating emergency medical care to Event attendees or participants as provided by EMSA, City Police officers or firefighters, or others.

54. EVENT SITE “AS-IS”

- A. Group accepts the Event Site “as-is” and without warranty. The City and OCRRA make no representation about the Event Site’s suitability for Group’s intended use and shall not be liable for any defect at the Event Site.
- B. Group warrants that, before entering into this Agreement, it’s authorized agent(s) inspected the Event Site, to the extent they deemed necessary and prudent, to determine the facilities’ condition and appropriateness for use in conducting the Event.

55. NO WATER BALLOONS

Group shall not authorize Event attendees to use water balloons at the Event Site.

56. CONFLICT OF INTEREST

No City or OCRRA officer or agent shall have any financial interest, directly or indirectly, in this Agreement. Group shall promptly notify the City’s authorized agent(s) of any known, or potential, conflict of interest involving any City or OCRRA officer or agent.

57. LIGHT KEY FOR FIREWORKS DISPLAY

- A. At its option, Group may turn off park lights in Bicentennial Park during the Event’s fireworks display. If Group wishes to do so, it shall give reasonable notice to the City’s authorized agent(s), who shall then provide Group’s liaison with a specialty light key and instructions for its use.

- B. If exercising its rights under Subsection 57.A., Group shall turn the park lights off no more than ten (10) minutes before the fireworks display and turn them back on no more than ten (10) minutes after the fireworks display.
- C. Group shall return the specialty light key referenced in this Section to the City's authorized agent(s) on the first business day following the Event. Group shall pay to replace the specialty light key if it is lost or not returned as required under this Section.
- D. Group's inability to properly or fully turn off park lights in Bicentennial Park before the Event's fireworks display shall be without cost or liability to the City or OCRRA.

58. PLANKING FOR TEMPORARY LIGHTS

Group shall ensure that planking or plywood is placed under temporary lights installed at the Event Site to avoid damaging those areas.

59. HEATERS

Group shall ensure that only infrared or propane heaters are used at the Event Site. Such heaters shall be installed by a licensed vendor. No fire pits or wood fires shall be allowed at the Event Site.

60. MISCELLANEOUS FIREWORKS PROVISIONS

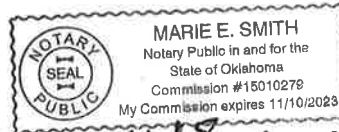
- A. Group shall use a licensed fireworks contractor to conduct the Event's fireworks display. Group, or its fireworks contractor, shall obtain all required fireworks permits or approvals before the Event.
- B. Consistent with the requirements of Section 14, Group acknowledges that an important element of Event Site cleanup is the prompt identification and removal of any unexploded fireworks shells.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by Arts Council Oklahoma City this 18 day of November, 2022.

Angela Coby
Authorized Agent

Oklahoma County)
State of OK) SS:



This instrument was acknowledged before me on this 18 day of November, 2022.

Notary Public Marie E. Smith My commission expires 11/10/2023.

APPROVED by the Council of The City of Oklahoma City this 6th day of December, 2022.

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality

[Signature]
Assistant Municipal Counselor

Exhibit A

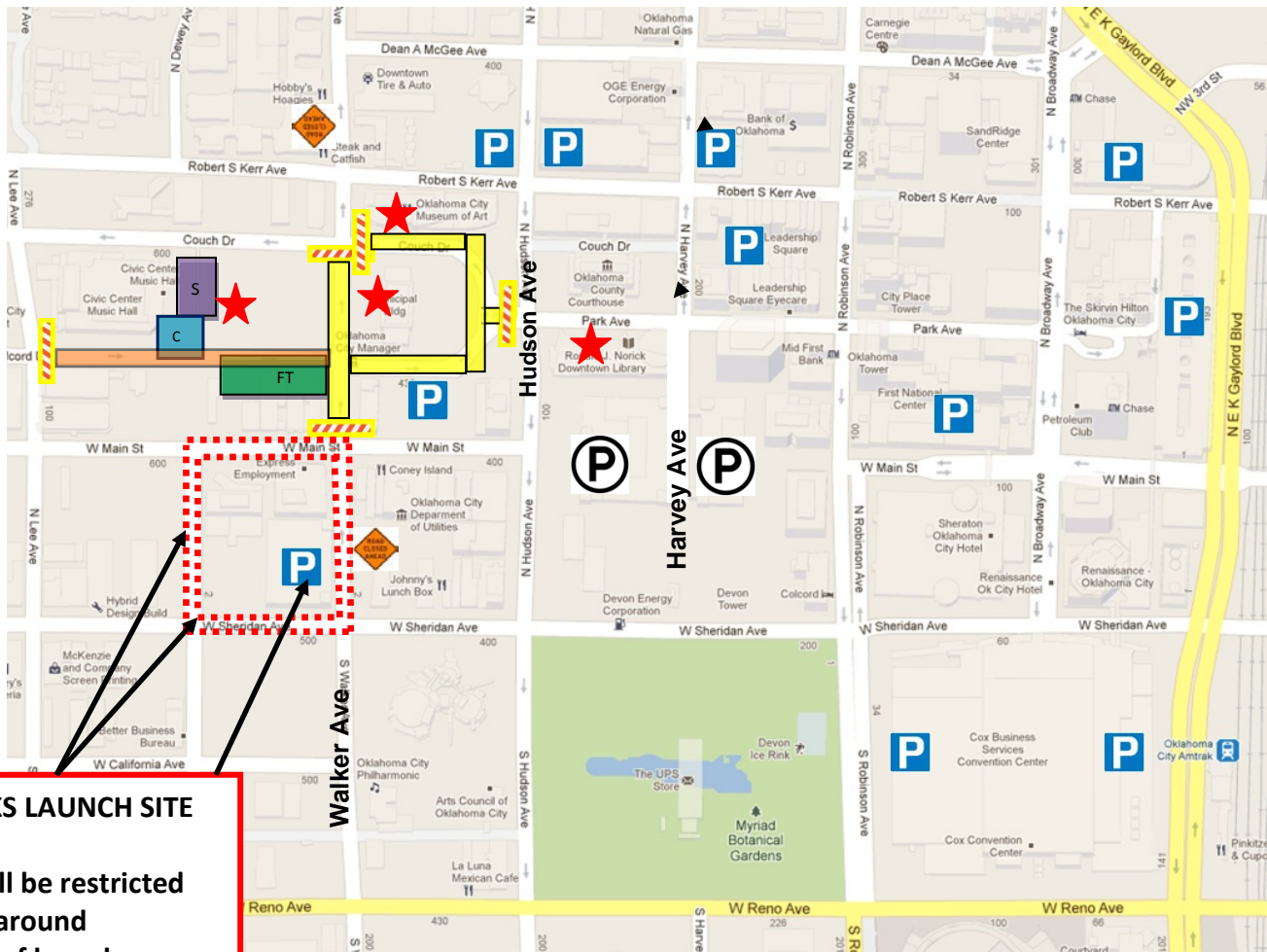
Event Site and Site Plan

(Attached)

Exhibit A & B

Opening Night 2023

Event Site and Event Traffic Control Plan



FIREWORKS LAUNCH SITE

Parking will be restricted for safety around perimeter of launch area. No extra barricades will be placed in streets during the fireworks program.

CLOSURE TIMES

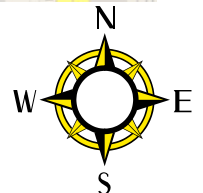
Finale Staging Area (Colcord south of CCMH)

8AM Friday (12/30) -
4AM Sunday (1/1)

Event Area

(shown in yellow above)
2PM Saturday (12/31) -
4AM Sunday(1/1)

Event Traffic Flow Map Legend



Event Road Closure Points – Type III Barricades
(Locations generally as illustrated)



Event Advance Road Closure Warning Signs
(Locations generally as illustrated)



Fully Closed Streets for Event



Public Parking Garage or Surface Parking Lot



Private Parking Garage



Event Venue Location



On-street Parking Closed



Finale Staging Area



Food Trucks



Stage



Crane

BICENTENNIAL PARK

SOUTH 5K

Oklahoma City, OK.

ELEVATIONS

Min - 362 m
Max - 368 m
Start - 365 m
Finish - 365 m

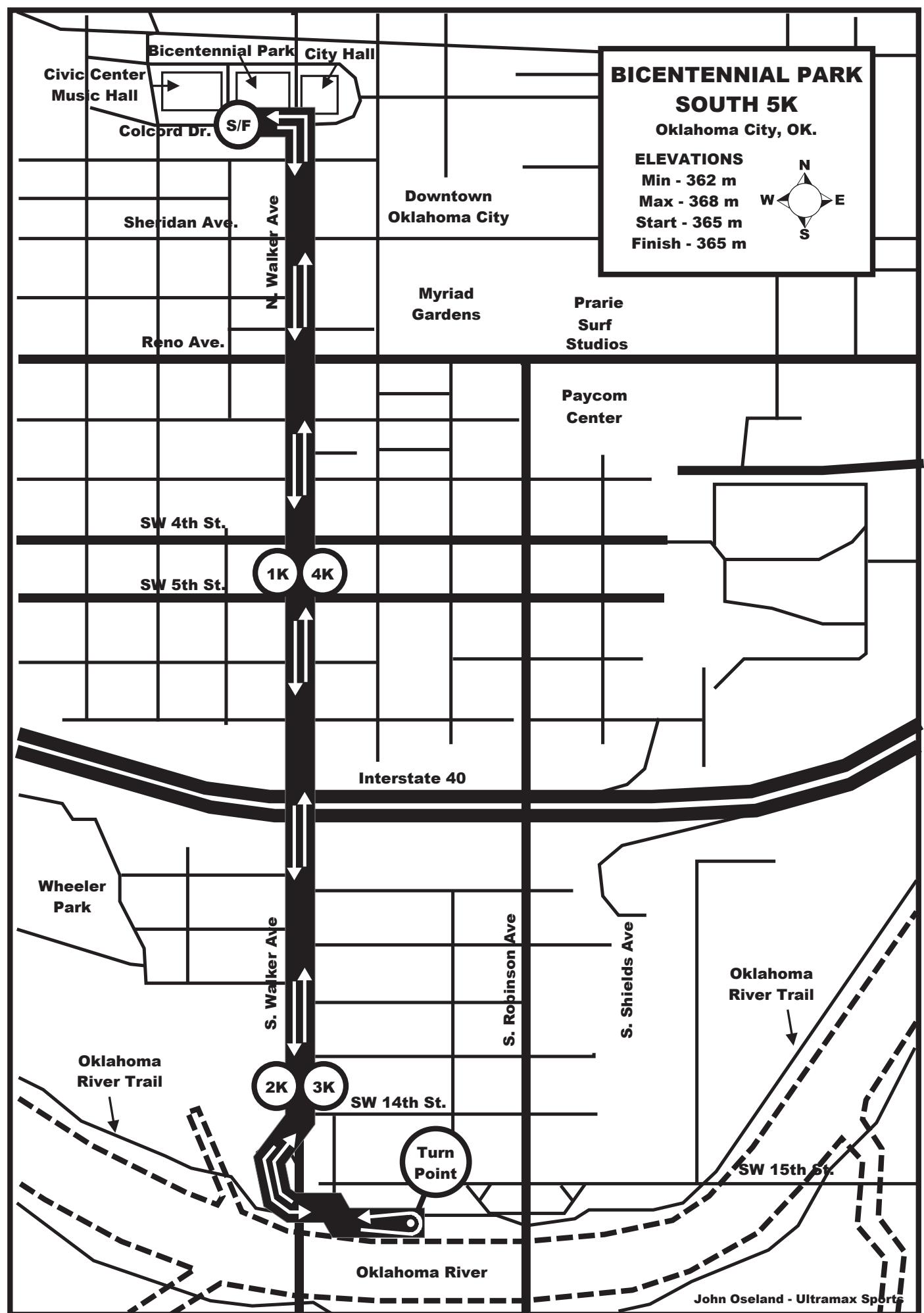
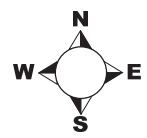


Exhibit B
Certificate of Insurance
(Attached)



ARTSCOU01C

ACAMPBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

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 INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(405) 523-2100	FAX (A/C, No): (405) 556-2332
INSURED Arts Council of Oklahoma City Inc. c/o Marie Smith 400 W. California Oklahoma City, OK 73102	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		11150
	INSURER B : CompSource Mutual Insurance Company		36188
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SNCGL0249705	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SNAUT0038505	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		00972433	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

-The Certificate Holder (City of Oklahoma City) and Central Oklahoma Transportation and Parking Authority is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form 00 SGL0026 00 Additional Insured - Certificate Holders, but only with respect to OPENING NIGHT from December 31, 2022 through January 01, 2023.
-The General Liability policy includes Form 00 SGL0121 00 Contingent Coverage - Designated Activity Service or Work, with the following Designated Activity, Service or Work scheduled: Circus; Amusement

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City c/o OKC City Manager/General Manager 200 N Walker 3rd Floor 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



ARTSCOU01C

ACAMPBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

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 INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(405) 523-2100	FAX (A/C, No): (405) 556-2332
INSURED Arts Council of Oklahoma City Inc. c/o Marie Smith 400 W. California Oklahoma City, OK 73102	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		11150
	INSURER B : CompSource Mutual Insurance Company		36188
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SNCGL0249705	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SNAUT0038505	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	00972433	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			SNLIQ0032804	7/1/2021	7/1/2022	

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

The Certificate Holder & City of Oklahoma City is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form 00 SGL0026 00 Additional Insured Certificate Holders, but only with respect to OPENING NIGHT from December 31, 2022 through January 01, 2023. The General Liability policy includes Form 00 SGL0121 00 Contingent Coverage - Designated Activity Service or Work, with the following Designated Activity, Service or Work scheduled: Circus; Amusement

CERTIFICATE HOLDER

CANCELLATION

Oklahoma City Riverfront Redevelopment Authority (OCRRA) 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

Exhibit C
ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer or participant of Arts Council Oklahoma City (Group) and have agreed to take part in "Opening Night and the Finale 5K" (Event) to be held at various sites in Oklahoma City. I also acknowledge that I am not employed or contracted by Group, The City of Oklahoma City (City), or the Oklahoma City Riverfront Redevelopment Authority (OCRRA) to perform work or other tasks at the Event. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgement and General Release (Release), I affirm that neither Group, the City, nor OCRRA can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to me.

I hereby release Group, the City, OCRRA, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities or participation at the Event.

Signed this ____ day of _____, 202__.

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.

Exhibit D
ACKNOWLEDGMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers or participants of Arts Council Oklahoma City (Group) and have agreed to take part in "Opening Night and the Finale 5K" (Event) to be held at various sites in Oklahoma City. I also acknowledge that neither I nor my child(ren) are employed or contracted by Group, The City of Oklahoma City (City), or the Oklahoma City Riverfront Redevelopment Authority (OCRRA) to perform work or other tasks at the Location. I further acknowledge that I am at least eighteen (18) years of age and that neither I nor my child(ren) have any impairments that prevent us from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I and my child(ren) can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect our safety. In signing this Acknowledgement and General Release (Release), I affirm that neither Group, the City, nor OCRRA can guarantee our safety and that we participate willingly. If I or my child(ren) are injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to us.

I hereby release Group, the City, OCRRA, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities or participation at the Event.

Signed this ____ day of _____, 202__.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.