

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: City Development Department, One-Stop-Shop

AGENDA DATE: Consent Agenda: August 12, 2014

CONTACT PERSON/PHONE: Elizabeth Gibson, (915) 212-1500, GibsonEK@elpasotexas.gov

DISTRICT(S) AFFECTED: 8

SUBJECT:

A Resolution that the temporary sale and service of alcoholic beverages by the El Paso Community Foundation, El Paso Festivals, Inc, and Osaple Inc, in the closed portions of City rights-of-way on Mills Avenue between Oregon Street and El Paso Street, adjacent to the Plaza Theater located at 125 Pioneer Plaza, from 5:00 p.m. on August 15, 2014 to 12:00 a.m. on August 17, 2014, and the transport of alcoholic beverages within the closed portions of right-of-way to and from Pioneer Plaza Park, as permitted by the City's Parks and Recreation Department, is a permissible activity in conjunction with the 2014 Plaza Classic Film Festival, upon issuance of the required permits from the Texas Alcoholic Beverage Commission and the City of El Paso. (CESV14-00100). **(District 8)**

BACKGROUND / DISCUSSION:

EVENT NAME: 2014 Plaza Classic Film Festival

EVENT DATE: August 15 & 16, 2014

LOCATION: Downtown (District 8)

CITY ROW: Mills Avenue between Oregon Street and El Paso Street

APPLICANT: El Paso Community Foundation

TABC PERMITTEE: El Paso Festivals, Inc. and Osaple Inc.

Reservation of Pioneer Plaza Park with Park Permit 22209, allows Parks and Recreation Director to administratively approve consumption of alcohol within parkland in accordance with the conditions of 13.24.130(C)

As per Section 15.08.120 (D) of the El Paso Municipal Code, the event application was submitted to the Downtown Management District (DMD). The Ad Hoc Committee (AHC) met and recommended approval of the application on June 5, 2014. Council must approve the sale and service of alcohol in the right-of-way in order for the applicant to proceed with the event as described in their application. Applicant assumes full responsibility for TABC Permittee and has provided event insurance in accordance to Title 15.08.120 (G)

On August 5, 2014, the City Council unanimously approved on consent agenda a resolution to allow the temporary sale and service of alcoholic beverages on City right-of-way on Mills Ave. between Oregon Street and El Paso Street, adjacent to the Plaza Theater located at 125 Pioneer Plaza from 5:00 pm on August 15, 2014 to 12:00 a.m. on August 16, 2014 in conjunction with the 2014 Plaza Classic Film Festival. The current resolution extends that time period from 5:00 pm on August 15, 2014 to 12:00 a.m. on August 17, 2014.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

*******REQUIRED AUTHORIZATION*******

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD:

Mathew S. McElroy
Director, City Development Department

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

WHEREAS, El Paso Community Foundation (hereinafter referred to as “Grantee”) is producing the 2014 Plaza Classic Film Festival to be open to the public from August 7, 2014 to August 17, 2014, including a location adjacent to Plaza Theater located at 125 Pioneer Plaza reserved for the sale, service, and consumption of alcohol from 5:00 pm on August 15, 2014 to 12:00 am on August 17, 2014 and Grantee has obtained a valid permit issued through the City’s Parks and Recreation Department under City Code Section 13.24.130(C) for the use of Pioneer Plaza Park during normal park hours in conjunction with the Event (hereinafter referred to as “Event”); and

WHEREAS, the Grantee has submitted an application for a Special Privilege Permit pursuant to Title 15.08.120 (D) of the El Paso Municipal Code, for the use and closure of portions of City rights-of-way on Mills Avenue between Oregon Street and El Paso Street in conjunction with the Event; and

WHEREAS, the Grantee has indicated their intent to authorize the El Paso Festivals, Inc and Osaple, Inc, (hereinafter referred as “TABC Permittee”) to provide for the temporary sale and service of alcoholic beverages within the identified closed portions of City rights-of-way during the Event; and

WHEREAS, the Texas Alcoholic Beverage Commission (TABC) requires that the City Council for the City of El Paso approve, as a permissible activity, the sale and service of alcoholic beverages within City rights-of-way, prior to issuance of such permit; and

WHEREAS, the Grantee assumes full responsibility for the TABC Permittee, including verification that the Permittee has obtained a permit for the temporary sale and service of alcoholic beverages from the TABC prior to the Event.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the temporary sale and service of alcoholic beverages by the El Paso Community Foundation, El Paso Festivals, Inc, and Osaple Inc, in the closed portions of City rights-of-way on Mills Avenue between Oregon Street and El Paso Street adjacent to Plaza Theater located at

125 Pioneer Plaza from 5:00 pm on August 15, 2014 to 12:00 am on August 17, 2014 and the transport of alcoholic beverages within the closed portions of right-of-way to and from Pioneer Plaza Park as permitted by the City's Parks and Recreation Department is a permissible activity in conjunction with the 2014 Plaza Classic Film Festival, upon issuance of the required permits from the Texas Alcoholic Beverage Commission and the City of El Paso.

APPROVED this ____ day of _____, 2014.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Karla M. Nieman
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
City Development Department



CERTIFICATE OF LIABILITY INSURANCE

OSAPL-1

OP ID: SF

DATE (MM/DD/YYYY)

07/23/2014

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 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 Waldman Bros. 6200 LBJ Freeway Suite 200 Dallas, TX 75240-6331 Martin Golman	CONTACT NAME:	
	PHONE (A/C, No, Ext): 972-458-8700	FAX (A/C, No): 972-458-8755
INSURED OSAPLE, Inc. PO Box 805 El Paso, TX 79945	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	The Cincinnati Specialty Und	
	INSURER B:	
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		192528355	08/08/2014	08/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> Liquor Liab Incl		SPECIAL EVENT COVERAGE			PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of El Paso is listed as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

CITY-09 City of El Paso 300 N. Campbell El Paso, TX 79901	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

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City of El Paso Parks and Recreation
 901 N. Virginia St.
 El Paso, TX 79902
 Tel. Phone: 915.541.4331 Fax: 915.541.4355
 Email: activenetparksandrecreation@elpasotexas.gov

Methods of Payment
 Visa, MasterCard, Discover Card, American Express

Have Questions?
 Online Registration FAQs

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 City of El Paso's Policies: Terms of Use Your Privacy Rights

2nd Floor
 El Paso, TX 79901
 Phone: (915) 212-0092
 FAX: (915) 212-0093
 Email: parksandrec@elpasotexas.gov

Jul 28, 2014 10:4



Customer Type: Standard
 Prepared By: gam9607

Company: El Paso Community Foundation
 333 N. Oregon
 2nd Floor
 El Paso, TX 79901

Agent: Maggie Sanchez-Mercado
 Email: msanchez@epcf.org

Home: (915) 533-

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$406.00	\$0	\$0	\$406.00	\$0	\$0	\$0	\$0	\$406

RESERVATIONS

Event	Resource	Center	Notes
Plaza Classic Film Festival - El Paso Community Foundation #22209 Type: Shelter / Reserve / Plaza / Pavilion Rental Attend/Qty: 100	Pioneer Plaza	Shelters, Plazas, Pavilions, Rose Garden & Reserves Mills and El Paso. El Paso, TX, US 79901 (915) 541-4331	--

Day	Days Requested Date	Event Begins	Duration	Event Ends
Friday	Aug 8, 2014	6:00 AM	19 hours	Aug 9, 2014 at 1:00 AM
Saturday	Aug 9, 2014	6:00 AM	19 hours	Aug 10, 2014 at 1:00 AM
Friday	Aug 15, 2014	6:00 AM	19 hours	Aug 16, 2014 at 1:00 AM
Saturday	Aug 16, 2014	6:00 AM	19 hours	Aug 17, 2014 at 1:00 AM

Summary	Notes
Total Number of Dates: 4 Total Time: 76 hours	No Guard Required. Will supply own law enforcement. One PD Officer to be stationed at the Plaza at all times during event. AMPLIFICATION IS PERMITTED. JUMPING BALLOON ARE NOT PERMITTED. ELECTRICITY IS NOT PROVIDED. ALCOHOLIC beverages are allowed with the conditions imposed below as per Ordinance 13.21.130: No sale of alcohol and parkland; The applicant, as part of this agreement, will Control the ingress/egress to the event; Restrict alcohol consumption to persons twenty-one years of age or older to be identified by colored wrist bands; Must provide a minimum of one PD Officer or armed security guard on parkland at all times per every 100 persons expected on the parkland; Will provide portable restrooms; Perimeter of event must be secured with fencing consisting of chain link preformed free standing panels, no less than six feet high with vertical support no further than ten feet apart. (Ordinance 13.24.130) Only items noted on the permit are allowed.

Permitted: 10 portable restrooms from Sarabias, 10 cocktail/pub style tables. Must coordinate the setup of fencing and equipment with the park area supervisor, Liz McMahan #873-5382.
 Any and all damages to any portion of the parkland (turf, irrigation, hardscape areas, lights, furniture, public art, monuments, etc.) will be the sole responsibility of the El Paso Community Foundation and must be reconciled within 10 business days.
 Motor vehicles prohibited except on park roads and parking areas (Ordinance 13.24.090)
 No parking, driving, or staking on park grounds.
 All trash must be bagged and placed by trash receptacles. Must collect and dispose of all litter/debris created by event. Littering & dumping of waste prohibited (Ordinance 9.04.340A).
 Glass beverage containers prohibited (Ordinance 13.24.190).
 No serving food/drinks to public without health permit.
 Not permitted to hang items/decorations on trees.
 Illegal to mark, damage or destroy city property (Texas Penal Code).
 Cannot impede with public, public pathways, sporting events, and must remain ADA accessible.
 Park, park amenities, parking lots, restrooms, and playgrounds are non-exclusive.
 Break down to begin 30min before the end of event.
 No refunds for inclement weather.
 For emergency situations related to the opening, closing, preparation, and rental of shelters and reserves or open park space permits: Please call Paula Powell on her cell #240-3315. Alternates: Joseph Gaines #472-5978 or Mary Gamez #873-5374.
 In case of Maintenance emergency or priority work which cannot wait until the next working day, please contact the appropriate division listed below:
 PARK MAINTENANCE After Hours Emergency Service (915) 546-5473
 FACILITIES MAINTENANCE After Hours Emergency Service (915) 546-5473
 GENERAL EMERGENCIES (915) 542-3213
 Initials _____

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charg
Administrative Fee - Admin	Plaza Classic Film Festival - El Paso Community Foundation #22209 Pioneer Plaza	\$7.00	1.00	--	\$7.0
Amplification Permit - 4 or more days before event	Plaza Classic Film Festival - El Paso Community Foundation #22209 Pioneer Plaza	\$15.00	1.00	--	\$15.0
Stage w/o Electricity - Per Day - Prime Time - Non	Plaza Classic Film Festival - El Paso Community Foundation #22209 Pioneer Plaza	\$96.00	4.00	--	\$384.0

DISCLAIMERS

CITY OF EL PASO
 PARKS AND RECREATION DEPARTMENT
 ALCOHOL PERMIT
 TERMS AND CONDITIONS

The permittee is allowed to possess and consume alcoholic beverages during the date(s), time(s) and location on the attached facility use permit; even if the Park or Center is closed. For the duration of the facility use permit, a uniformed, licensed security guard(s) provided by the Parks and Recreation Department shall be on duty. This same security guard(s) must be able to produce a copy of the facility use permit when requested by any El Paso Police Officer. Possession of an opened alcoholic beverage outside the "confines" of the facility that has been rented is in violation of Section 10.12.050 of the El Paso Municipal Code. The permit does not constitute a permit to sell alcoholic beverages. Such permit must be received from the City Council and the Alcoholic Beverage Commission.

Note: "Confines" is defined as any area outside of the immediate facility, that is, outside the door or gate of the facility.

*****AMPLIFICATION NOTICE *****

The permittee shall comply with all permit requirements and conditions and with all applicable law and ordinances, including but not limited to the City's noise ordinance, Chapter 9.40 of this code.
 No amplification permits will be granted between the hours of 10:00pm - 7:00am that are within residential real property or at an institution, business or facility with sleeping facilities.
 Prohibited areas include San Jacinto Plaza (other than on stage), within the City Hall parking lot, the Civic Center Plaza other than the patio area on the westerly side of City Hall, on the sidewalks abutting the Zoo. Additionally, residences, hospitals and performing arts and motion picture facilities cannot be

targeted.

No amplification shall take place in the downtown government/business area for more than thirty minutes every two hours of time between the hours of 8:00 am - 5:00 pm, Monday through Friday, except legal holidays.

Amplification will not be used for the purpose of advertising goods, property, services, or entertainment, where the primary purpose of which advertising is the making of a profit for a business.

*****CONDITIONS OF USE*****

1. The permittee shall comply with all instructions and rules and with all applicable laws and ordinances.
2. The permittee shall, immediately upon the conclusion of the event, clean and remove all litter and debris left on the park and sidewalks used by participant and spectators.
3. City parks are closed to the public every night between 10:00pm - 6:00 am (Municipal Code 13.24.040)
4. No person shall camp in any city park or playground (Municipal Code 13.24.070)
5. No vehicles are allowed into or onto park areas (Municipal Code 13.24.090)
6. No person shall throw or deposit litter in any park except in public receptacles. Where public receptacles are not provided, all waste shall be carried away from the park by the person responsible for its presence and properly disposed of. (Municipal Code 9.04.340)
7. Every person having custody of any dog(s) must have means of control by a secure leash or by some other equivalent means of direct physical control. (Municipal Code 7.12.010)
8. It is unlawful for any person owning an animal to permit the animal to defecate upon the city's public property unless the person immediately removes the feces and properly disposes of it. In addition, it is unlawful for any person to walk an animal on the city's public property without carrying at all times a suitable container or other instrument for the removal and disposal of animal feces. (Municipal Code 7.08.010)
9. Destruction or damage of trees is prohibited. (Municipal Code 9.11.010)
10. Charitable solicitations must be in compliance with Municipal Code 5.24
11. No person shall possess or consume an alcoholic beverage in any city park (except as provided in Municipal Code 13.24.130)
12. Glass containers are prohibited (Municipal Code 13.24.190)
13. City not liable for inclement weather. No Refunds.
14. Emergency numbers for Parks and Recreation Department:
Weekday Mon-Fri 7:00AM - 3:30PM (915) 621-6821 After Hours and Weekends: (915) 546-5473 (Answering Service)For: Electrical/Irrigation. For Security (915) 771-8530 or (915)892-1174 Patrol.

WORKFLOW STAGES

Description	Status	Event
Admin Approval	Approved	Plaza Classic Film Festival - El Paso Community Foundation #22209

CUSTOM QUESTIONS

Question	Answer
What is the purpose of your event?	Other
Please specify:	Plaza Classic Film Festival
Do you need extra time to setup?	Yes
Setup time has been included in the total rental cost.	I have verified setup time.
Will you be having a jumping balloon?	No
Will you have amplification/music at your event?	Yes
Will your event be outdoors?	Yes
Make the customer aware of the \$15.00 amplification fee (Only for outdoor amplification). Did you remember to add the charge?	No
Will you be collecting money at your event? (Donations, Admissions, Entry Fees, Tickets)	Yes
How much will you be collecting?	\$500 or more
Are you aware you have to register with the City Clerk's Office at City Hall?	Customer is aware

WAIVERS

Indemnification Policy
Due Date: Aug 8, 2014

1. **AMUSEMENT DEVICES.** Moonwalks, jumping balloons, dragons, dunking booths, or similar apparatus must be provided by a rental company that has been recommended by the City of El Paso Parks & Recreation Department. Rental company must have proof of liability insurance, which names the City of El Paso Parks & Recreation Department in the insurance as an additionally insured (amount of coverage should be \$1,000,000.00/Per Occurrence, \$1,000,000.00/General Aggregate, \$1,000,000.00 Products/Completed Operations-Occurrence & Aggregate and \$10,000 Property Damage covering the facility and premises for the duration of the rental agreement).

2. **COMPLIANCE WITH LAWS.** Renter will comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies; and by all facility rules and regulations as provided by City, and Applicant will require that all his agents and employees, and all persons entering the facility likewise so comply.
3. **INTELLECTUAL PROPERTY.** Renter will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices or processes or dramatic rights used in connection with the use of the facility.
6. **INDEMNIFICATION.** Renter shall indemnify and hold the City harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorney fees for the defense of such claims and demands, arising out of or attributed directly, or indirectly to the conduct, acts or omission of Renter, its invitees, agents, contractors, employees, subtenants, concessionaire or licensees, or anyone entering on City property during the time the facility is used under this agreement. Renter further agrees to indemnify, defend and hold harmless City from any claims or costs, including legal fees which might arise from use of any patented, trademarked, franchise or copyrighted music, devices, processes or dramatic rights used in connection with the event.
- Renter further expressly agrees to indemnify the City from any and all claims arising, in whole or in part, from the conduct, acts, or omissions of the City.
7. **ATTORNEY FEES.** Should it be necessary for the City to employ any attorney to defend the City from any claims, or to enforce any provisions of this agreement, the Renter agrees to pay all reasonable costs, damages and expenses, including attorney fees incurred in connection with the City's defense or enforcement efforts.
8. **GOVERNMENT FUNCTION.** The Renter expressly agrees that, in all things relating to this agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Renter further expressly agrees that every act or omission of the City which in any way pertains to or arises out of this agreement, falls within the definition of governmental function.
9. **EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this agreement, THE CITY OF EL PASO WILL NOT BE LIABLE TO APPLICANT (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE RENTER'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY OF EL PASO WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
10. **MAXIMUM AGGREGATE LIABILITY.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this agreement, IN NO EVENT SHALL THE CITY OF EL PASO'S AGGREGATE LIABILITY TO APPLICANT (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY APPLICANT), WITH RESPECT TO AN AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID BY THE RENTER TO THE CITY UNDER THE TERMS OF THIS AGREEMENT.
11. **INTENTIONAL RISK ALLOCATION.** Renter and City acknowledge that the provisions of this agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this agreement. The disclaimers and limitations in this agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.
12. **INTERPRETATION.** All matters relating to this agreement shall be decided by the Director of Parks and Recreation, in the exercise of his/her sole discretion. The Director's determinations regarding the interpretation and application of the provisions of this agreement are final and binding of the Renter, his agents and employees, and all persons entering on City property.

Waiver Signed

Signature: _____

Attached Files

<u>File Name</u>	<u>File Type</u>	<u>File Size</u>	<u>Update Date</u>
501c3 Letter	pdf	261.2kb	Jul 28, 2014 9:37 AM
Site Plan	pdf	292.88kb	Jul 28, 2014 9:42 AM

Terms & Conditions: This agreement, when signed by the applicant and a representative of the El Paso Parks and Recreation Dept, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all El Paso Parks and Recreation Dept rules and regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. El Paso Parks and Recreation Dept agrees to maintain the facility and to assure that the facility is prepared properly for the agreed-upon event.



CSEV14-00100: Plaza Classic Film Festival

EVENT NAME: 2014 Plaza Classic Film Festival
("Beer Garden" ONLY)

EVENT DATE: Friday, August 15, 2014 &
Saturday, August 16, 2014

EVENT HOURS: 5:00 pm to midnight

LOCATION: Downtown (District 8)

CITY ROW: Mills Avenue

APPLICANT: El Paso Community Foundation

TABC PERMITTEE: El Paso Festivals, Inc and Osaple,
Inc

The 2014 Plaza Classic Film Festival
is not a City Sponsored Event.



- **CITY COUNCIL ACTION NEEDED:** Approval of Resolution allowing of the sale and service of alcohol in City ROW and transport of alcoholic beverages to/from Pioneer Plaza Park
- **CITY DEVELOPMENT RECOMMENDATION:**
Approval, Sale & Service of Alcohol
- Ad Hoc Committee: As per 15.08.120 (D), the application was submitted through the Downtown Management District (DMD) for Ad Hoc Committee Review. Ad Hoc recommended Approval of Special Privilege Permit CSEV14-00100 on July 15, 2014.
- Park Use Permit #22209: Reservation of Pioneer Plaza Park, allows Parks and Recreation Director to administratively approve consumption of alcohol within parkland in accordance with the conditions of 13.24.130(C)
- **CPC VOTE:** n/a
- **CITIZEN COMMENT:** City Development did not receive opposition to the request.

