

City of Bandon

CITY COUNCIL AGENDA DOCUMENTATION	DATE: November 6, 2017
SUBJECT: Resolution No. 17-09 Policy for Serving Alcohol at City Facilities	ITEM NO: 5.2.1

BACKGROUND:

The City has a policy for serving alcohol at City Facilities. The policy needs to be updated from \$500,000 to not less than \$1,000,000 in liquor liability insurance, which reflects the current insurance requirements required by the City when additionally insured for events at City Facilities

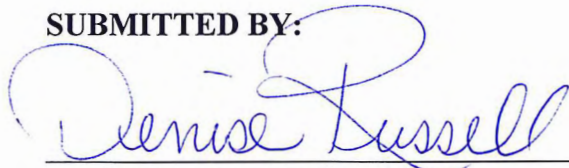
FISCAL IMPACT:

None

RECOMMENDATION:

MOTION: Approve Resolution No. 17-09 to update the Policy for Serving Alcohol at City Facilities, in which the City is named additionally insured, from \$500,000 to \$1,000,000 in liquor liability insurance coverage.

SUBMITTED BY:



Denise Russell, *City Recorder*

RESOLUTION 17-09

ESTABLISHING A POLICY FOR SERVING ALCOHOL AT CITY FACILITIES

Whereas, the City Council of the City of Bandon is concerned about the potential problems and liabilities arising from the use and/or sale of alcoholic beverages at city-owned facilities, and particularly at The Barn/Community Center, the Sprague Theater, which are owned by the City and managed by the Chamber of Commerce and the Library Conference Room managed by the Library Director, and

Whereas, the City Council of the City of Bandon believes that it is good public policy to limit consumption of alcoholic beverages while trying to protect the City and users of City facilities,

NOW, THEREFORE, BE IT RESOLVED that the following rules shall be stipulated and agreed to prior to the administrative approval of any use of the Barn, Sprague Theater, the Library or any other City facility when liquor is being served.

1. Any entity or private party serving alcoholic beverages on City property shall provide a certificate of liquor liability insurance to the City, naming the City as "additionally insured", in an amount of not less than \$1,000,000. Proof of coverage shall be furnished to the City at least one week prior to the event.
2. When hard liquor is served, it shall be through a local establishment that has liquor liability coverage, naming the City as "additionally insured" in an amount not less than \$1,000,000. Proof of coverage shall be furnished to the City.
3. Proof of compliance with any OLCC regulations is required to be provided.
4. Any time alcoholic beverages are served, the sponsoring organization or individual(s) shall arrange for transportation at their own expense for anyone not capable of driving safely.
5. Alcoholic beverages shall cease to be served at least one (1) hour before the end of the function and non-alcoholic beverages shall be made available.
6. Prior to administrative approval for use of the City facility, an authorized representative of the organization or the responsible individual renter shall execute a Hold Harmless Agreement and acknowledge compliance with these rules.

BE IT FURTHER RESOLVED that the Hold Harmless Agreement shall conform to the agreement attached to this resolution as Exhibit A, and made a part thereof.

ADOPTED by the City Council and APPROVED by the Mayor of the City of Bandon this 6TH day of November 2017.

Mary Schamehorn, Mayor

Attest:

Denise Russell, City Recorder

Exhibit A
Resolution 17-09

HOLD HARMLESS AGREEMENT

In consideration of the undersigned being granted permission to use the City facility identified below, and the approval by the City of Bandon to serve alcoholic beverages on that premises as set out in the license, the undersigned agrees:

1. That in addition to such rules for the use and occupancy of the facility as may be agreed upon between the designated manager of the facility and the undersigned, the rules set out in Resolution 17-09 of the City Council of the City of Bandon, Oregon, shall be applicable. The undersigned has received a copy of Resolution 17-09 and shall abide by the rules set out therein.
2. The undersigned agrees to hold the City of Bandon harmless against any and all claims which may be made against the City arising from the use of the facility by the undersigned. Upon receipt of a Notice of Claim, the under-signed shall defend and indemnify the City of Bandon. This agreement extends to any costs and expenses incurred by the City of Bandon in connection with such claim.
3. When executing this agreement on behalf of any organization the undersigned declares that this agreement is executed on behalf of the organization named and by authority of its Board of Directors or like responsible Board.

City Facility:

- ☐ Community Center ☐ Sprague Theater ☐ Library Conference Room
☐ City Park ☐ City Hall ☐ _____

Date of Event: _____

By: (please print): _____

Signature: _____

On Behalf of (organization): _____ Title: _____

Dated this _____ of _____, 20____.

**TO THE CITY RECORDER ALONG WITH PROOF OF INSURANCE
AT LEAST ONE WEEK PRIOR TO THE EVENT**

(DATE): _____ BY: _____