March 10, 2009

AGENDA ITEM

Report on the Amendment of Section 5.32 "Boxing and Wrestling" of the Glendale Municipal Code

1. Ordinance for introduction to allow professional boxing matches for a one year trial basis at the Glendale Civic Auditorium.
2. Motion approving the use of the Glendale Civic Auditorium by Iconarm, Inc., d.b.a. Art of Boxing Promotions to conduct a boxing event on May 8, 2009.

COUNCIL ACTION

Public Hearing [ ] Ordinance [ ] Consent Calendar [ ] Action Item [ X ] Report Only [ ]
Approved For March 10, 2009 Calendar

ADMINISTRATIVE ACTION

Submitted
George Chapjian, Director of Parks, Recreation & Comm. Services

Prepared
Brittney Bilotti, Community Services Administrator
Ross Phares, Community Services Manager

Approved
James E. Starbird, City Manager

Reviewed
Scott Howard, City Attorney
RECOMMENDATION

It is recommended that the City Council introduce the proposed ordinance for introduction to amend Section 5.32 "Boxing and Wrestling" of the Glendale Municipal Code which would allow professional boxing matches for a one year trial basis at the Glendale Civic Auditorium. It is also recommended that the City Council adopt a motion to approve the use of the Glendale Civic Auditorium by Iconarm, Inc., d.b.a. Art of Boxing Promotions to conduct a boxing event on May 8, 2009 including all of the terms and conditions for that event.

SUMMARY

At the September 30, 2008 meeting of the Glendale City Council, staff members were directed to return to council at a later date with an ordinance which would permit a trial professional boxing match at the Civic Auditorium. This ordinance was to include language which would permit additional boxing matches on a case-by-case basis as approved by the City Manager for up to one year at the Civic Auditorium. Lastly, staff members were directed to include a plan for full cost recovery for all City services provided in connection with the staging, managing, security, insurance and other issues related to holding a boxing match.

As a result, several meetings were held with to discuss and negotiate the terms and conditions relative to holding a trial boxing match to be held at the Glendale Civic Auditorium on May 8, 2009. This was done prior to drafting the proposed ordinance in an attempt to determine whether or not such an event would be profitable for the promoter to pursue. The meeting participants included representatives from the following agencies: Iconarm, Inc., d.b.a. Art of Boxing Promotions, the Parks, Recreation & Community Services Department, the Police Department, the Fire Department, the City Attorney's Office, and the Risk Management Section.

Based upon the approval of the amended ordinance, Iconarm, Inc., d.b.a. Art of Boxing Promotions is proposing to host a series of bouts on May 8, 2009 between 7:00 – 10:00pm. The doors would open to the public at 6:00pm. The maximum capacity for the event would be 1,100 spectators based upon the approved plot plan (Attachment 2). Tickets will be sold both prior to and on the night of the event. Beer and wine would be sold at the event; however, no smoking would be permitted. (For a complete listing of terms and conditions, please refer to Attachment 3 of this report.)

Staff members have recently been informed that this event may be filmed for television purposes. If this event does become televised, additional fees, permits, and conditions will apply. In turn, an amended plot plan will need to be submitted to the Glendale Fire Department for approval.

The proposed ordinance adds Section 5.32.030 to the Glendale Municipal Code (Attachment 4). This section would allow professional boxing matches to be held at the Glendale Civic Auditorium on a trial basis for a one year period beginning April 16, 2009 and ending April 15, 2010. It would also allow the City Manager or a designee to evaluate each request to hold a professional boxing event on a case-by-case basis. The City Manager or designee will also have the authority to establish and enforce and rules, regulations or procedures required for each event proposal. The terms and conditions established for the May 8, 2009 event would be used as the basis for any future boxing events held at the Glendale Civic Auditorium.
FISCAL IMPACT

The estimated revenue to the Parks, Recreation & Community Services Department for the May 8, 2009 Iconarm, Inc., d.b.a. Art of Boxing Promotions event is $6,012. The promoter would pay a total of $10,902 in fees associated with this permit. This would include a refundable damage deposit of $2,000. It would also include a total of $2,890 in fees which would be utilized to offset the costs associated with various Glendale Police Department and Glendale Fire Department personnel. (An itemized list of fees associated with this event permit is located in Attachment 1 of this report.)

If this event becomes televised, additional fees and permits will be required.

BACKGROUND

Boxing, sparring, and wrestling matches have been prohibited in Glendale since the fall of 1947. Section 5.32 of the Glendale Municipal Code states “No person shall give, hold, conduct, manage or engage in any boxing contests or sparring or wrestling match in the city” with the exception of amateur events conducted by a school, college or university. The code pertains to the entire City of Glendale; not just the Civic Auditorium.

Over the past two years, approximately ten requests have been made to permit the Civic Auditorium for the purposes of conducting a boxing, wrestling, kick boxing, and/or martial arts event. This issue was discussed at the September 30, 2008 meeting of the Glendale City Council after a request was declined to utilize the Civic Auditorium by Iconarm, Inc., d.b.a. Art of Boxing Promotions to host a boxing match. At that council meeting, staff members were directed to return to Council at a later date with an ordinance which would permit a trial professional boxing match at the Civic Auditorium. Staff was also directed to include language which would permit additional boxing matches on a case-by-case basis as approved by the City Manager for up to one year at the Civic Auditorium. Lastly, staff members were directed to include a plan for full cost recovery for all City services provided in connection with the staging, managing, security, insurance and other issues related to holding a boxing match.

Since the September 30, 2008 Glendale City Council meeting, the following individuals were consulted in order to complete a boxing event proposal:

Ross Phares, Civic Auditorium
Lara Dalyan, Civic Auditorium
Dave Woods, Glendale Fire Department
Paul Khiel, Risk Management
Mike Grant, Sr. Assistant City Attorney

Kahren Harutyunyan, Iconarm/Art of Boxing Prom.
Tom Lorenz, Glendale Police Department
Oscar Rodriguez, Glendale Police Department
Brittney Bilotti, Parks, Recreation & Comm. Services

In an attempt to gain additional information, staff contacted three cities who currently permit boxing, sparring and/or wrestling events. These cities were Stockton, Pasadena and Brisbane. Since the City of Stockton has the most experience with these types of events, staff members considered many of the rules and regulations required within that city as a model for the terms and conditions of the May 8, 2009 Iconarm, Inc., d.b.a. Art of Boxing Promotions event permit.

Boxing, martial arts fighting, kick-boxing, mixed martial arts and combinations of forms of full contact martial arts contests are regulated by the State Athletic Commission. The commission has the sole direction, management, control of, and jurisdiction over all professional and amateur
events of these types. No event will be permitted to take place without the prior approval of the commission. And, no person can engage in the promotion of, or participate in, a boxing or martial arts contest, match, or exhibition without a license.

ATTACHMENTS

(1) Plan for full cost recovery for all city services relative to the proposed May 8, 2009 Art of Promotions boxing event permit
(2) Tentative plot plan (without film crew) for the May 8, 2009 Art of Promotions boxing event permit
(3) Reservation Request including all terms and conditions for the May 8, 2009 Art of Promotions boxing event permit
(4) Ordinance amending Section 5.32 "Boxing and Wrestling" of the Glendale Municipal Code
(5) Motion approving the use of the Glendale Civic Auditorium by Iconarm, Inc., d.b.a. Art of Boxing Promotions to conduct a boxing event on May 8, 2009
Attachment 1
Plan for full cost recovery for all city services relative to the proposed May 8, 2009 Iconarm, Inc., d.b.a. Art of Boxing Promotions event permit

Additional fees and conditions will apply if this event becomes televised. This event will also require the submittal of a film permit request to the City Clerk's Office. In turn, the film permit request will be routed for approval to various city departments.

The following charges have been agreed to by Iconarm, Inc., d.b.a. Art of Boxing Promotions:

**Civic Auditorium Charges:**

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<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Charge</th>
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<tbody>
<tr>
<td>Auditorium Rental</td>
<td>Civic, Upper Auditorium for 8 hours @ $187.50 per hr.</td>
<td>$1,500</td>
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<tr>
<td>Table Rental</td>
<td>10 tables @ $10.00 each</td>
<td>$100</td>
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<tr>
<td>Chair Rental</td>
<td>1,150 chairs @ $2.00 each</td>
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<tr>
<td>Dressing Rooms</td>
<td>2 large dressing rooms behind upper auditorium stage @ $100.00 each</td>
<td>$200</td>
</tr>
<tr>
<td>Lobby Fee</td>
<td>Daily use fee of $100.00</td>
<td>$100</td>
</tr>
<tr>
<td>Event Staff – Provided by Los Angeles Protection Services</td>
<td>8 event staff to monitor exterior doors and be ushers</td>
<td>$600</td>
</tr>
<tr>
<td>Security Guards</td>
<td>4 Los Angeles Protection Security Guards that will supervise the two entrance lines into the event, screen all attendees entering the Civic using metal detectors (wands), and perform visual checks of the contents in purses and pockets</td>
<td>$500</td>
</tr>
<tr>
<td>Insurance</td>
<td>General Liability and Host Liquor Liability coverage with intermediary whom the City of Glendale has an agreement with to provide insurance</td>
<td>$712</td>
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<tr>
<td>Damage Deposit (Refundable)</td>
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<td>$2,000</td>
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<td><strong>Total:</strong></td>
<td></td>
<td><strong>$8,012</strong></td>
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**Glendale Fire Department Charges:**

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<td>Fire Safety Officer</td>
<td>1 GFD inspector to insure fire safety procedure compliance and insure aisles not blocked at any time</td>
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<td><strong>Total:</strong></td>
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<td><strong>$600</strong></td>
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**Glendale Police Department Charges:**

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<tr>
<td>GPD Officers</td>
<td>3 Glendale Police Officers to secure the venue and insure crowd control is maintained</td>
<td>$1,230</td>
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<tr>
<td>GPD Sergeant</td>
<td>1 Glendale Police Sergeant to supervise GPD Officers and coordinate event security</td>
<td>$530</td>
</tr>
<tr>
<td>GPD Canine</td>
<td>1 GPD Canine for crowd control if necessary</td>
<td>$530</td>
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<td><strong>Total:</strong></td>
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<td><strong>$2,290</strong></td>
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**Total Charge for City Services:** $10,902

**Total Estimated Parks, Recreation & Community Services Revenue:** $6,012
Attachment 2
Tentative plot plan for the May 8, 2009 Iconarm, Inc., d.b.a. Art of Promotions boxing event permit

This plot plan allows for a total of 1,100 spectators.

A revised plot plan will need to be provided to the Glendale Fire Department for approval if this event becomes televised.
Attachment 3
Reservation Request including all terms and conditions for the May 8, 2009 Iconarm, Inc., d.b.a. Art of Promotions boxing event permit

Civic Auditorium
1401 N. Verdugo Rd.
Glendale, CA 91208
(818) 548-2787

Art of Boxing
208 East Fairview, # 20
Glendale, CA 91207

Reservation Request
Status: In-Process

Customer Type: Commercial
Authorized Agent: Kahren Harutyunyan
Home: (818) 621-2373

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<th>DISCOUNT</th>
<th>TAXES</th>
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<td>12/02/2008</td>
<td>9000288</td>
<td>$10902.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>06/01/2009</td>
<td>$10902.00</td>
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RESERVATIONS

EVENT NAME
BOXING SHOW

FACILITY
Civic Aud Upper Level

CENTER
Civic Auditorium
1401 N. Verdugo Rd.
Glendale, CA 91208

Type: Boxing Event

DATES RESERVED       HRS    DATES RESERVED       HRS
Friday - 5/8/2009     08:00 AM to 11:00 AM 3 Friday - 5/8/2009     06:00 PM to 11:00 PM 5
NOTES:
INITIAL PERMIT AGREEMENT MADE AND ENTERED PER COUNCIL APPROVAL BETWEEN THE CITY OF GLENDALE AND THE LESSEE ART OF BOXING PROMOTIONS TO CONDUCT A BOXING SHOW AT THE GLENDALE CIVIC AUDITORIUM.

THIS CIVIC AUDITORIUM RENTAL PERMIT AGREEMENT INCLUDES THE CONDITIONS SET FORTH BY THE GPD, GFD, AND PARKS, RECREATION AND COMMUNITY SERVICES ADMINISTRATION THAT WILL BE FOLLOWED DURING THIS BOXING EVENT.

ANY CHANGES TO THESE CONDITIONS MUST BE APPROVED PRIOR TO THEIR INSERTION INTO THIS PERMIT AGREEMENT.

- Capacity:
MAXIMUM CAPACITY DETERMINED 1,100 PEOPLE, APPROVED BY THE GLENDALE FIRE DEPARTMENT.
REVISED PLOT PLAN FOR SEATING OF 1,100 PEOPLE APPROVED BY THE GLENDALE FIRE DEPARTMENT.

- GFD boxing event conditions:
1. ALL SEATS SHALL BE BONDED TOGETHER TO ENSURE THAT AISLES ARE PROPERLY MAINTAINED.
2. CURTAINS SHALL BE SECURED, SO AS TO NOT OBSTRUCT ANY EXIT DOORS.
3. THE LESSEE SHALL OBTAIN A PERMIT FROM THE GLENDALE FIRE DEPARTMENT FOR INSTALLATION OF ANY TENTS OR OTHER TEMPORARY STRUCTURES.
4. A STANDBY FIRE SAFETY OFFICER REQUIRED TO BE ASSIGNED FOR THE EVENT 1 HOUR PRIOR TO THE BEGINNING OF THE EVENT FOR 4 HOURS MINIMUM AT $120.00 PER FIRE SAFETY OFFICER, PER HOUR.
5. THE LESSEE SHALL OBTAIN A FILMING PERMIT FROM THE CITY CLERK'S OFFICE FOR FILMING THE EVENT.
6. THE MAXIMUM BOXING EVENT CAPACITY IS 1,100 PEOPLE PER THE APPROVED PLOT PLAN.

- GPD boxing event conditions:
3 GLENDALE POLICE OFFICERS FOR 5 HOURS AT $82.00 EACH PER HOUR
1 GLENDALE POLICE SERGEANT FOR 5 HOURS AT $105.00 EACH PER HOUR
1 GLENDALE POLICE CANINE UNIT FOR 5 HOURS AT $105.00 EACH PER HOUR
8 EVENT STAFF FOR DOOR MONITORS AND USHERS FOR 5 HOURS AT $15.00 EACH PER HOUR
4 LAPS SECURITY GUARDS FOR 5 HOURS AT $25.00 EACH PER HOUR
1 FIRE INSPECTOR FOR 5 HOURS AT $120.00 EACH PER HOUR (AS STATED ABOVE UNDER GFD CONDITIONS)

LAPS WILL RUN 2 LINES AND SCREEN ALL ATTENDEES ENTERING THE CIVIC AUDITORIUM, USING METAL DETECTORS (WANDS) AND WILL DO A VISUAL CHECK OF THE CONTENTS IN PURSES AND POCKETS.

THE 8 EVENT STAFF WILL BE IN UNIFORMS (EITHER BRIGHT JACKETS WITH "EVENT STAFF" CLEARLY LETTERED ON THEM OR A GUARD UNIFORM.)
THE 8 EVENT STAFF WILL MONITOR ALL CIVIC UPPER AUDITORIUM DOORS AT ALL TIMES DURING THE ENTIRE EVENT.
THE GPD WILL SCREEN THE LESSEE, THE EVENT STAFF AND EVENT SECURITY PERSONNEL FOR BACKGROUND CHECK AND "WANTS AND WARRANTS."
THE LESSEE MUST SUPPLY GPD WITH ALL NAMES AND ANY OTHER INFORMATION FOR EACH PERSON THAT IS REQUESTED.

- Ticket sales:
TICKETS WILL BE PRE-SOLD AND SOLD AT THE DOOR THE DAY OF THE EVENT.
EMPHASIS WILL NOT BE PLACED ON PRE-SELLING THE LESS EXPENSIVE TICKETS.
THE LESSEE WILL COLLECT THE TICKETS AT THE DOORS AND PLACE A HAND STAMP ON THE ATTENDEES' HANDS.
ANY INDIVIDUAL TICKET HOLDER WHO LEAVES THE CIVIC AUDITORIUM DURING THE EVENT AND WANTS TO RETURN WILL BE REQUIRED TO GO THROUGH THE ENTIRE SECURITY SCREENING BEFORE BEING PERMITTED TO RE-ENTER THE BUILDING.

- Entrance:
  THE VIP ENTRANCE WILL BE AT THE VERDUGO ROAD DOORS AND WILL BE SIGNED.
  THE REGULAR SPECTATOR ENTRANCE WILL BE AT THE VERDUGO ROAD DOORS AND WILL BE SIGNED.
  ALL OTHER ENTRANCES WILL REMAIN CLOSED.

- Insurance:
  THE LESSEE SHALL PURCHASE THE CITY INSURANCE SERVICES AS PART OF THIS PERMIT AGREEMENT.
  IN ADDITION, LESSEE WILL OBTAIN SEPARATE LIABILITY INSURANCE FOR THE FIGHTERS THAT WILL BE SUBMITTED TO THE CIVIC AUDITORIUM SUPERVISOR PRIOR TO THE EVENT.

- Alcohol:
  ALCOHOL (BEER AND WINE) WILL BE SOLD DURING THE EVENT.
  ABC LICENSE MUST BE SECURED BY ALCOHOL VENDOR AND THE LESSEE AND THE COPY SUBMITTED TO THE CIVIC AUDITORIUM SUPERVISOR ONE WEEK PRIOR TO THE EVENT DATE.
  ALL BEVERAGES MUST BE SERVED IN PAPER OR PLASTIC CUPS ONLY.
  NO DRINKS SHOULD BE SERVED IN GLASS BOTTLES.
  A LIMIT OF 2 BEERS (SINGLE PURCHASE) PER PERSON WILL BE ENFORCED.
  THE LESSEE WILL PROVIDE WRISTBANDS AND BARTENDERS WILL CHECK ID FOR ALCOHOL SALES.
  BAR SET-UP WILL BE IN NORTH FOYER.
  TERRACE ROOM AND KITCHEN WILL NOT BE USED AND TO REMAIN LOCKED.

- Dressing rooms policies and procedures:
  THE FIGHTERS DRESSING ROOMS MUST BE SECURE AT ALL TIMES.
  THE FIGHTERS, COACHES, COMMISSION REPRESENTATIVES, MEDICAL PERSONNEL AND SELECTED MEDIA ONLY WILL BE ALLOWED IN DRESSING ROOMS.
  CALIFORNIA STATE ATHLETIC COMMISSION SANCTIONING BODY WILL CONTROL THE DRESSING ROOM LOCATIONS.
  PUBLIC IS NOT PERMITTED TO ENTER THE DRESSING ROOM AREAS.

- Event advertising:
  ADVERTISING WILL BE DONE BY THE PROMOTER WITH ADS IN BOXING PUBLICATIONS, SELECTED NEWSPAPERS, TV AND RADIO.
  FLYERS WILL BE PLACED IN LOCAL BUSINESSES TO BE HANDED OUT TO CUSTOMERS.
  FLYERS WILL NOT BE PUT UP ON POLES AND FENCES.
  THE LESSEE WILL NOT LIST THE CITY OF GLENDALE OR CIVIC AUDITORIUM EMPLOYEE CONTACT INFORMATION ON FLYERS OR ANY OTHER ADVERTISING SOURCES.
  THE LESSEE MUST ADHERE TO ALL POINTS IN THE ADVERTISING RESTRICTIONS UNDER PARAGRAPH 42 IN THE DISCLAIMER OF THIS PERMIT AGREEMENT.
  BANNERS AND SIGNING WILL BE USED DURING THE EVENT AND WILL BE PUT UP PER CIVIC AUDITORIUM POLICIES.
  CONTENT OF ALL BANNERS AND SIGNING USED AT THE GLENDALE CIVIC AUDITORIUM MUST BE REVIEWED AND APPROVED BY CIVIC AUDITORIUM MANAGEMENT PRIOR TO PUBLIC EXPOSURE.
- Smoking:

THE GLENDALE SMOKE-FREE ORDINANCE THAT WAS EFFECTIVE ON NOVEMBER 6, 2008 WILL BE ENFORCED AT THIS BOXING EVENT.

THIS ORDINANCE PROHIBITS SMOKING IN ANY LOCATION AT THE CIVIC AUDITORIUM, WHETHER IT IS INSIDE THE BUILDING, OUTSIDE THE BUILDING, THE PARKING STRUCTURE, LOT 31 OR ANY OTHER AREA THAT IS ON THE CIVIC AUDITORIUM PROPERTY.

GLENDALE POLICE OFFICERS WILL ENFORCE THE ORDINANCE BEFORE, DURING, AND IMMEDIATELY AFTER THE EVENT, AND WILL ISSUE CITATIONS TO VIOLATORS.

THE PROMOTER SHOULD INCLUDE IN HIS ADVERTISING THAT THIS WILL BE A SMOKE-FREE VENUE AND THAT SMOKING IS NOT PERMITTED ANYWHERE ON THE PROPERTY. A SHORT HAND-OUT SHOULD BE DISTRIBUTED TO EACH ATTENDEE AS THEY ENTER THE BUILDING WITH THEIR TICKET, EXPLAINING THE SMOKE-FREE ORDINANCE.

QUESTIONS ABOUT THE GLENDALE SMOKE-FREE ORDINANCE SHOULD BE ADDRESSED TO STEVEN KOSZIS AT (818) 548-4802 OR E-MAIL SKOSZIS@CI.GLENDALE.CA.US

THE ENTIRE ORDINANCE MAY BE VIEWED AT HTTP://WWW.CI.GLENDALE.CA.US/GMCIORDINANCE5628.PDF

- Miscellaneous:

THE "WEIGH IN" WILL BE HELD THE DAY PRIOR AT ANOTHER LOCATION.

THE LESSEE PLANS UP TO 8 TOTAL BOUTS DURING THE EVENING WITH THE LONGEST FIGHT BEING 10 ROUNDS IN LENGTH.

"RING GIRLS" WILL NOT BE PERMITTED TO WEAR "G" STRINGS.

- Set-up and clean-up requirements:

THE SET-UP OF THE RING, JUDGES TABLES, BARS, ETC. WILL BE DONE DURING THE MOVE-IN HOURS.

THE RING MUST BE Padded AND SECURED, SO THAT THE TONG AND GROVE WOOD FLOOR BENEATH IS NOT DAMAGED.

THE CIVIC AUDITORIUM WILL SET-UP THE CHAIRS AND TABLES PER FINAL FLOOR PLAN TWO DAYS PRIOR TO THE EVENT DATE.

THE LESSEE WILL COMPLETE A WALK THROUGH PRIOR TO THE EVENT DATE TO APPROVE THE SET-UP.

THE LESSEE WILL REMOVE THE RING THE MORNING AFTER THE EVENT.

THE LESSEE MAY NOT PAINT, TAPE, NAIL OR GLUE ON AUDITORIUM WALLS, FLOORS OR CURTAINS.

THE LESSEE WILL PROVIDE OWN MOVE-OUT/CLEANING PERSONNEL DURING THE MOVE-OUT HOURS.

AUDITORIUM AND ADJACENT AREAS SHOULD BE LEFT IN THE ORIGINAL CONDITION AS RECEIVED.

THE FOLLOWING ARE TENTATIVE HOURS FOR MOVE-IN, EVENT AND MOVE-OUT:

| MOVE-IN | 8AM-11AM |
| MOVE-IN | 5PM-7PM |
| EVENT | 7PM-10PM |
| MOVE-OUT | 10PM-11PM |

FINAL CHANGES DATE WILL BE DETERMINED UPON FINALIZING THE EVENT DATE.

ALL CHANGES SHOULD BE MADE WITH THE CIVIC AUDITORIUM SALES AND LOGISTICS SUPERVISOR, AND TO BE APPROVED BY THE GFD, GPD AND PARKS ADMINISTRATION PRIOR TO THEIR INSERTION IN THE PERMIT.
### Event Details

**Event Name:** Boxing Event

**Facility:** Civic Lobby

**Center:** Civic Auditorium

**Address:** 1401 N. Verdugo Rd.

**City:** Glendale, CA 91208

**Type:** Boxing Event

**Dates Reserved:** Tuesday, 12/2/2008

**Hours:** 06:00 PM to 10:00 PM

**Total Number of Dates:** 1

**Total Number of Hours:** 4

### Charges

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<th>Charge Description</th>
<th>Facility/Event</th>
<th>Unit Fee</th>
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<td>Civic Aud Upper Level - BOXING SHOW</td>
<td>$2.00</td>
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<td>Civ Dress Rms</td>
<td>Civic Aud Upper Level - BOXING SHOW</td>
<td>$100.00</td>
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<td>Civ Event Staff</td>
<td>Civic Aud Upper Level - BOXING SHOW</td>
<td>$15.00</td>
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<td>Civ Fire Safety Officer</td>
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<td>Civ Police Canine Unit</td>
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<td>$100.00</td>
<td>1.00</td>
<td>$0.00</td>
<td>$100.00</td>
<td>$0.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

### Payments and Refunds

<table>
<thead>
<tr>
<th>Receipt Number</th>
<th>Date</th>
<th>Charge Description</th>
<th>Facility/Event</th>
<th>Amount</th>
</tr>
</thead>
</table>

### DISCLAIMERS

1. This PERMIT AGREEMENT is made and entered between the City of Glendale, a Municipal Corporation of the State of California, hereinafter designated as the "City" and the Client, hereinafter designated as the "Lessee". This rental Permit Agreement is executed upon the terms, conditions and covenants herein specified and not otherwise. The use to be made of premises by Lessee shall be for the purposes as stated below only.

2. In consideration of this Permit Agreement and for the additional charges the City rents the premises for the dates, times, purposes, special equipment and services, indicated in this Permit Agreement.

3. Any outside vendor who provides services during the event must carry his/her own insurance.

4. If Lessee provides own insurance, A certificate of insurance acknowledging general liability insurance of at least $500,000 combined single limit. The type of coverage must include: Comprehensive form, premises/operations, broad form property damage and personal injury. In addition, the following statements must be made: "The City of Glendale and its officers, agents and employees are hereby named as additional insured under the above policy with respect to all activities and operations of the named insured at the Glendale Civic Auditorium. This insurance is primary to the coverage for the City of Glendale. The City and its insurers shall not be required to contribute to any loss." A 30 day cancellation, termination, material change notice must be included.
Attachment 3 (Continued)

with and endorsement from the insurance company repealing all of the above, and signed by an authorized employee. In addition, such policy shall contain a Severability of Interest clause. All outside services should carry their own insurance and/or license, if required.

5. The Lessee will inform and help enforce the building’s ‘No Smoking’ policy and that the illegal signs shall be posted regarding this event.

6. Parking fees will be collected upon guest entry and parking will be available in the adjacent Garage Structure and Parking Lot 31 as indicated in the Permit. If prepaid parking, fees will be collected in advance as part of the Permit Agreement.

7. Music must stop half an hour prior to the end of the event. Lessee may provide own sound system with the following conditions: No more than 2 bands changeover per event. Pre-amps and equalizers can not exceed 1,500 watts. No more than 20 amps of power per component. No direct wiring to bypass circuit breakers; 6 speakers can not exceed 18 inches; All speakers will be placed on stage.

8. Alcohol serving/selling must stop one hour prior to the end of the event.

9. No open flame candles, cooking or any type of activities allowed inside of the Auditorium. Cooking allowed inside of the kitchen or in designated areas only. No propane gas usage or any kind of propane appliances allowed anywhere in the Auditorium at any time. Lit Candles (whether open flame or under glass) are not allowed inside of the Civic Auditorium at any time. However, unit candles may be used as a centerpiece for decorative purposes only, if the Auditorium Sales and Logistics Supervisor: (1) receives in advance a written request, and (2) approves their decorative use in the contract. Decorative centerpiece candles cannot be lit under any circumstances.

10. The use of a Fog Machine, Haze Machine, Blizzard Snow Machine, Bubble Machine, Rain Machine, Confetti Machine, or similar machine or device is not permitted at the Civic Auditorium at any time.

11. Deep frying is not allowed in the Civic Auditorium kitchens.

12. No substances (other than dishwasher detergent or soap) shall be deposited down the kitchen drains. Substances such as bacon grease, lard or chemicals (toxic and non-toxic) must not be deposited down the drains at any time. Buckets will be provided for depositing these substances and must be used. Civic Auditorium staff will verify use at the conclusion of the event. Failure to follow this policy will result in full or partial withholding of Lessee’s security deposit to cover clean-up expenses.

13. All drinks must be poured and served in cups only. No drinking allowed from glass bottles.

14. Caterers and bartenders will be responsible for the clean up from tables, chairs, for spillage or removal of broken items during the event and for their own trash removal.

15. Move-in, Event and Move-out times will be as indicated in the Permit Agreement. Guests will be asked to leave the premises immediately after the event. Only cleaning personnel will stay during the scheduled Move-out time. All exterior doors will remain closed during the entire event except maybe indicated in the Permit Agreement differently. Lessee must leave the auditorium and other rented areas in the same condition as Lessee received them.

16. Maximum capacity of the event is as indicated in the Permit Agreement. Request to increase number of the guests, for additional equipment, hours or services will be subject to availability and additional charges will apply.

17. Civic Auditorium offices and office equipment are not available for Lessee’s use during the events.

18. Security guards will ensure the safety and security of the events. The presence of the security guards is mandatory when alcohol served during the event (one guard per 75-100 people). Security guards required for the traffic and crowd control during non-alcohol events if the number of the guests exceed 400. Security guards start their service half an hour before the event and end their service half hour after the event. Lessee will provide the guest list to the security guards and the guards must check the invitation cards upon guest’s entry.

19. During the events when Lessee will sell and sublet space and derive financial profit by having outside vendors, The City requires that Surety Bond of $1,000 deposited for initial event and for such repeat events it should remain in effect as long as continuous events take place. Itinerant Vendors License of $25.00 per event required to pay as part of the Agreement to conduct business. Itinerant Vendor fee of $10.00 per vendor, per day collected two weeks prior to the event date together with the Itinerant Vendors List.

20. Tipping the Civic personnel is not allowed under any circumstances.

21. Lessee may provide his/her own catering by paying the City Food & Beverage Cost Fee. Lessee may provide Lessee’s own equipment, if the Civic Auditorium does not carry it. However, if the Civic Auditorium does carry the equipment but if Lessee chooses to bring Lessee’s own equipment, the Civic Auditorium cost charge will still apply. Lessee will set up and remove Lessee’s equipment during set-up and move-out hours.

22. The total amount due for the rental determined to be a definite sum, Lessee will pay the City the balance by the due date indicated in the permit. Final changes on the Permit and final floor plan for the event are due to the Auditorium three weeks prior to the event date or as indicated in the Permit Agreement.

23. If the Lessee cancels event and fails to inform in writing, on or before the date indicated in the Permit Agreement as a Cancellation Date, any and all advance monies paid by Lessee will become the property of the City and will not be refunded.

24. Lessee will pay a deposit to guarantee the booking, the payment of cleaning service or damage caused to property of the City, additional services or equipment, possible additional rent beyond the time for which payment will have been made, and to guarantee payment of the possible cost of removal of all scenery, decoration, debris, rubbish, exhibit and other property of the Lessee which the Lessee may fail to remove within the period provided by this Permit Agreement. If any of said items are not settled by Lessee within two (2) days after the expiration of the use of the premises, the City will deduct from such deposit a sufficient amount to pay the same and return the balance, if any, to Lessee.

25. Retention of said deposit does not constitute a waiver of the City's right to assert any legal or equitable remedies available to it.

26. Lessee will comply with all statutes, ordinances and regulation, and will not engage in any activity or allow any act, performance or other conduct detrimental to public health, safety or morals upon said premises, and Lessee does hereby expressly agree that the City, by and through its City Manager, will be excused from all liability therefor. Failure to comply with the provision of this paragraph will constitute a breach of conditions and a forfeiture of the rental privileges granted herein.
27. Lessee will file with the Parks, Recreation and Community Services a description of all electrical work and plan or description of any structures, signs or decorations to be erected and the Lessee will not construct or erect such electrical work, structures, signs or decorations until and unless prior written approval has been given by the Director of Parks, Recreation & Community Services.

28. Lessee will pay for all excess services and equipment as provided in the Glendale Municipal Code.

29. Lessee will indemnify, save and hold harmless the City against all loss or damage to the premises, buildings, fittings, furnishings and equipment during the time said premises are used or under the control of the Lessee. Lessee will also save, indemnify, hold harmless and defend from and against all liability for injury, damage, claims, losses and expenses including cost or suit caused by any act or omission of the Lessee. Lessee's employees, volunteers or agents, any subcontractor or material man and anyone directly or indirectly employed by any of the foregoing including the Lessee; or anyone for whose acts any of them may be liable, occasioned by or in connection with the use of said premises by Lessee.

30. Lessee will not drive any nails, screws, tacks, pins or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of the premises and will not in any manner change or move any of the fixtures of the premises except as may be authorized by the Director of Parks, Recreation & Community Services.

31. Lessee will not operate or sell or donate space or equipment for the operation of any concession for revenue, except as may be otherwise provided in this agreement.

32. Lessee will use the premises, or any part thereof, only in keeping with the design and purpose of the premises as determined by the Director of Parks, Recreation & Community Services.

33. Lights of the premises may be shut off by the City at the hour when the time for which rent has been paid will be expired, unless arrangement has been made by the Lessee with the responsible person, in advance of such time, for the payment of the fixed rent for additional period during which the lights will be desired.

34. City will furnish to Lessee, in connection with the rental of the premises, ordinary janitor services, together with the electric lights designed and constructed with the building.

35. Lessee will not broadcast over any radio or television broadcasting station, and will not permit to be broadcast over any radio or television broadcasting station, any event, program, speech or music of any kind whatsoever, or any part thereof, produced on the premises, until and unless the Director of Parks, Recreation & Community Services has given his written permission to do so. If Lessee violates any of the conditions of such written permission, the Director of Parks, Recreation & Community Services may at any time and without notice terminate such broadcasting.

36. In the event that the premises are unfit for occupancy by Lessee during the period covered by this agreement by reason of fire, earthquake or other cause beyond the control of the City, this agreement will have no further force or effect. Otherwise, by reason of the premises, Lessee agrees the premises are in satisfactory condition for the intended use.

37. Lessee will not assign this lease, or any right hereunder or any part thereof, will not lease or sublet the whole or any part of the premises, and will not make to or suffer to be made any alterations of the premises without the prior written consent of the Director of Parks, Recreation & Community Services. City will not be required to make any improvements or repairs in or on the premises. Lessee will keep the premises in good order at his own expense; and the Lessee will return said premises in as good condition as received, reasonable wear and tear excepted.

38. Lessee will be solely responsible for the orderly conduct of all persons using premises by its invitation, express or implied, during all times covered by this agreement.

39. The Director of Parks, Recreation & Community Services, and other duly authorized representatives of the City, will have the right to enter the premises at all times covered by this agreement.

40. Lessee, its officers, agents, employees, or representatives will not post, paint, print, nail, tack, erect, place, fasten, maintain, or otherwise affix one or more:

41. The Civic Auditorium freight elevator located on the south side of the building will be disabled during all events unless prior written permission is obtained from the Sales & Marketing Supervisor or the Civic Auditorium Manager.

42. Signs, sign structures, flags, pennants, handbills, or decorative material for any Civic Auditorium event or activity in, upon, across, within, or over:

a) Public Property unless Lessee applies for and receives a sign permit from the City's Permit Services Center. Public property of the City of Glendale includes but is not limited to:

1) Any roadway, public street, alley, or public right-of-way
2) Any parkway, sidewalk, driveway, approach apron

3) Any building, library, or facility that the City owns, controls, operates, occupies, manages, or maintains
4) Any park, open space, or recreation facility
5) Any streetlight standard, electric light pole, power pole, telephone pole, or the poles or other parts thereof
6) Any street sign, parking meter, traffic signal or device
7) Any tree, shrub, tree stake, tree guard or similar apparatus
8) Any fire hydrant or fixture of a fire alarm system

B. Private Property unless Lessee receives written consent from the property's owner, lessor, lessee, trustee, agent, or authorized representative.
Attachment 3 (Continued)

C. If a Lessee or an officer, agent, employee, or representative of Lessee violates this section, the City may do any one or more of the following:

1) Cancel the event rental permit and prohibit the event; or

2) Use all or a part of Lessee's event security deposit to cover the City's actual costs in removing any item which violates this section.

D. Lessee must include his/her name and phone number at the bottom of all signs, posters, banners and flyers posted in other cities. Lessee must comply with all sign ordinances in other cities.

43. Except for service animals, domestic pets and non-domesticated animals are strictly prohibited in any community building, community center, or office building or facility operated by the Parks, Recreation & Community Services Department.

   a) Under the Parks, Recreation & Community Services Department's "General Rules and Regulations," all domesticated pets/animals must be restrained on a leash that is six feet or shorter in length on all parklands at all times. Except for service animals, non-domesticated animals are prohibited in any park in the City of Glendale.

   b) Under the City of Glendale's Municipal Code, no person shall hitch or tie to any tree or shrub in any public street, alley or place in the city any horse or other animal. (Municipal Code Section 6.04.110)

   c) Petting zoos, including a single pony or horse for photo opportunities, or any other kind, are prohibited in any community building, community center, or parkland.

44. In the event the Lessee, or anyone acting on behalf of the Lessee, breaches any provision of this agreement, the City may immediately terminate this agreement by mailing to Lessee a notice of termination. Said notice must be mailed by first class and becomes effective on posting. In the event of termination, the City has the right, at its sole discretion, to retain any deposits or other monies which the Lessee has given to the City pursuant to this agreement.

45. The City retains all rights and remedies it has whether legal or equitable.

46. The City may terminate this lease by giving thirty (30) days written notice. Said notice is effective on posting first class in the United States mail.

47. The ordinance that prohibits smoking in any area of the city, including buildings and parks is effective on November 6, 2008. Please see attached information sheet.

The parties hereto have caused this agreement to be duly executed on the day and year first above written.

LESSEE

(State capacity whether individual, corporation, partnership or unincorporated association.)

By: __________________________ Title: __________________________ Date: __________________________

By: __________________________ Name of Agent of Lessee negotiating this Permit Agreement:

Address: __________________________ City: __________________________ State: __________________________ Zip: __________________________

CITY OF GLENDALE

By: __________________________

Division Head or Authorized Representative

Date: __________________________

Page: 8 of 8
ORDINANCE NO. ...........................

AN ORDINANCE OF THE CITY OF GLENDALE 
AMENDING SECTION 52.32.020; AND 
ADDING SECTION 5.32.030 
OF THE GLENDALE MUNICIPAL CODE, 1995, 
RELATING TO THE CITY'S ALLOWING PROFESSIONAL BOXING MATCHES, 
ON A ONE YEAR TRIAL BASIS, AT THE GLENDALE CIVIC AUDITORIUM. 

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE:

SECTION 1. Section 5.32.020 of the Glendale Municipal Code, 1995, is amended to read as follows:

5.32.020 Exceptions.

The prohibition of Section 5.32.010 does not apply to any amateur boxing contests or sparring or wrestling matches conducted by or participated in exclusively by any school, college or university, or by any association or organization composed exclusively of schools, colleges or universities when each contestant in such the contest or match is a bona fide student regularly enrolled for not less than one-half time in a school, college or university.

SECTION 2. Section 5.32.030 is added to the Glendale Municipal Code, 1995, to read as follows:

5.32.030 One year trial period of professional boxing at the Glendale Civic Auditorium.

A. Although Section 5.32.010 prohibits boxing contests in the city, the city manager or a designee may authorize one or more contests, matches, or exhibitions of professional boxing, as the term is defined in subsection F of this section, on a trial basis for a 1 year period—beginning April 16, 2009 and ending April 15, 2010—at the Glendale Civic Auditorium.

B. The city manager or a designee:

1. May prepare, adopt, amend, repeal, and enforce rules, regulations, or procedures to:
   a. Implement and administer this section; and
   b. Limit the maximum number of boxing matches or events occurring in a calendar month; and
2. Shall evaluate, on a case-by-case basis, each request to hold a professional boxing contest, match, or exhibition.

C. The director of parks, recreation and community services or a designee shall:

1. Prepare a written report for the City Council's consideration, concerning the professional boxing match or matches that had taken place during the one year trial period. The report must:
   a. Describe the costs to the city for holding a professional boxing match in the city, including, but not limited to: costs and expenses for processing an application, staging and managing an event, providing security, and obtaining insurance; and
   b. Contain a recommendation whether the Council should permanently allow professional boxing contests, matches, or exhibitions in the city.

2. Deliver the report to the City Council on or before March 2, 2010.

D. A promoter, as the term is defined in subsection F of this section, shall reimburse the city for all fees, costs, and expenses that the city incurs for the contest, match, or exhibition, including, but not limited to: facility rental fees, advertising, administrative costs, inspection and investigatory fees, and expenses in providing city personnel for security.

E. When a promoter fails, neglects, or refuses to pay one or more fees, costs, or expenses, or when a promoter otherwise pays the fee, cost, or expense but later cancels or stops payment on it, and in either situation the fee’s, cost’s, or expense’s payment is lawfully due or owing, the unpaid amount constitutes a debt owed to the city by that promoter, from whom the city may recover in a civil action.

F. For the purpose of this chapter, the following terms are defined as follows:

"Professional boxing":

1. Means a fight, prizefight, or sparring bout that is:
   a. Between two contestants who—using only their fists and boxing gloves strike one another above the waist and on the front and side of the body—compete for valuable consideration in a contest, match, or exhibition that is conducted for private profit; and
b. Subject to regulation under the provisions of Chapter 2 of Division 8 of
   California's Business and Professions Code, or any successor legislation.

2. Does not include any one or more of the following contact sports or activities:
   a. "Martial arts," as the term is defined in Business and Professions Code
      Section 18627(a), or any successor legislation;
   b. "Kickboxing," as the term is defined in Business and Professions Code
      Section 18627(b), or any successor legislation; or
   c. A sport or an activity (including, but not limited to, wrestling) in which
      each contestant—using one or more parts or appendages of the body, or
      using any combination of them—can strike, kick, hit, punch, grapple
      with, throw, or immobilize the other contestant in a contest, match, or
      exhibition.

   "Promoter" means an individual, company, firm, organization, association, trust, estate,
   partnership, corporation, limited liability company, or entity however organized, that
   gives, conducts, holds, or carries on a professional boxing contest, match, or exhibition.

G. This section will remain in effect only until April 15, 2010, and will have no force or
   effect after that date, unless a later enacted ordinance—which is enacted before April 15, 2010—
   deletes or extends that date.

SECTION 3. Severability.

This Ordinance's provisions are severable. If any portion of this Ordinance or its application to
any person or circumstance is held invalid or unconstitutional, that decision does not affect the validity
of the Ordinance's remaining portions and the Ordinance's application to other persons and
circumstances. The City Council declares that it would have passed the remainder of this Ordinance
without the invalid or unconstitutional provision.

///
///
///
SECTION 4. This ordinance becomes effective on the thirtieth day after its passage.

Adopted by the Council of the City of Glendale on the _____ day of ____________, 2009.

________________________
Mayor

ATTEST:

________________________
City Clerk

STATE OF CALIFORNIA )
 ) SS.
COUNTY OF LOS ANGELES )

I, Ardashes Kassakhian, City Clerk of the City of Glendale, hereby certify that the foregoing Ordinance was adopted by the Council of the City of Glendale, California, at a regular meeting held on the _____ day of ____________, 2009, and that the same was adopted by the following vote:

Ayes:
Noes:
Absent:
Abstain:

________________________
City Clerk

APPROVED AS TO FORM

Senior Assistant City Attorney

Date: 2-19-09
MOTION

Moved by Council Member ____________________________, seconded by Council Member ____________________________, that the City Council hereby approves the use of the Glendale Civic Auditorium by Iconarm, Inc., d.b.a. Art of Boxing Promotions ("the promoter") to conduct a professional boxing event on May 8, 2009, on the condition that the promoter:

1. Fully complies with that event's terms and conditions, which are described in: the Civic Auditorium Reservation Request, Cost Recovery Plan, Tentative Plot Plan (and any later amendment to each document), and any subsequently issued film permit; and
2. Pays to the City all fees, charges, and expenses for City personnel, services, and permits related to that event.

Vote as follows:

Ayes:

Noes:

Absent:

Abstain:

APPROVED AS TO FORM

Senior Assistant City Attorney

Date: 2-19-09