

RESOLUTION NO. 2016-R\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, GRANTING A PERMIT FOR A BEER AND WINE GARDEN TO BE CONDUCTED IN VETERANS' MEMORIAL PARK DURING THE 2016 FIESTA LA BALLONA EVENT.

WHEREAS, pursuant to Culver City Municipal Code § 13.03.025.A, the City Council has determined to issue a permit to the Culver City Exchange Club to conduct a beer and wine garden at the 2016 Fiesta.

NOW, THEREFORE, the City Council of the City of Culver City, California, DOES HEREBY RESOLVE as follows:

1. A permit is hereby issued to the Culver City Exchange Club ("Permittee") to conduct a beer and wine garden (the "Event") in Veterans' Memorial Park on August 26, 27, and 28, 2016 as part of the City's Fiesta La Ballona activities, under all of the following conditions:

a. Permittee, Culver City Exchange Club, acknowledges and certifies that it is a not-for-profit 501(c) 3 Culver City organization, and that funds raised at the Event will be used for local charities.

b. The Event shall be held on the following three days during these specified hours only: (1) Friday, August 26, 2016 from the hours of 6:30 p.m. to 9:30 p.m., last call will be at 9:00 p.m. and no drinks will be served past 9:15 p.m.; (2) Saturday, August 27, 2016 from the hours of 12:00 p.m. to 9:30 p.m., last call will be at 8:45 p.m. and no drinks will be served past 9:00 p.m.; and, (3) Sunday, August 28, 2016 from the hours of 12:00 p.m. to 7:00 p.m., last call will be at 6:15 p.m. and no drinks will be served past 6:30 p.m.

1                   c.       By and on behalf of Permittee in consideration of the request for  
2                   and the granting of this Permit, Permittee shall and does hereby indemnify, hold  
3                   harmless and defend City and each of its officers, employees and  
4                   representatives ("Indemnitees") from any and all liability claims, damages,  
5                   judgments, demands, including attorney fees and court costs, whatsoever,  
6                   which may arise against any or all Indemnitees by reason of any real or  
7                   personal property damage, personal injury or death arising or resulting directly  
8                   or indirectly from Permittee's activities related to the issuance of this Permit.  
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10                  d.       Without limiting any other obligation set forth in this Permit,  
11                  Permittee shall submit to the City an occurrence based Commercial General  
12                  Liability ("CGL") policy (including liquor liability), at least as broad as ISO Form  
13                  CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each  
14                  occurrence, with not less than Two Million Dollars (\$2,000,000) in annual  
15                  aggregate coverage. The CGL policy shall have the following requirements:  
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17                       (i)       The policy shall provide coverage for personal injury, bodily  
18                       injury, death, accident and property damage and advertising injury, as those  
19                       terms are understood in the context of a CGL policy. The coverage shall not be  
20                       excess or contributing with respect to City's self-insurance or any pooled risk  
21                       arrangements;  
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23                       (ii)       The policy shall provide \$1,000,000 combined single limit  
24                       coverage for owned, hired and non-owned automobile liability;  
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26                       (iii)       The policy shall include coverage for liability undertaken by  
27                       contract covering, to the maximum extent permitted by law, Permittee's  
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1 obligation to indemnify the Indemnitees as required under Paragraph 1.c. of this  
2 Permit;

3 (iv) The Policy shall not exclude coverage for Completed  
4 Operations Hazards or Athletic or Sports Participants; and

5 (v) The City of Culver City, and officers, agents, and  
6 employees will be named as additional insureds in an endorsement to the  
7 policy, which shall be provided to the City and approved by the City Attorney.  
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9 The required evidence of insurance shall be submitted to the City  
10 at least two weeks prior to the Event.

11 e. Permittee shall obtain the necessary State of California Alcoholic  
12 Beverage Control Board alcohol sales event permit for the Event, which shall be  
13 posted at all times. Permittee shall comply with any and all federal, state and  
14 local laws regarding the sale of beer and wine. Permittee shall also obtain any  
15 and all required Los Angeles County health permits, which shall be made  
16 available upon request.  
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18 f. The size and location of the Event shall be consistent with the  
19 configuration as approved by the Fiesta La Ballona Committee. The perimeters  
20 of the Event shall be bound by fencing (the "Event Area").  
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22 g. There shall be only one entrance and one exit for the Event Area.  
23 All persons must enter the Event Area from the designated entrance point and  
24 leave the Event Area from the designated exit point. Permittee shall designate  
25 a responsible adult to be posted at each entrance and exit to ensure that all  
26 persons in attendance at the Event, including Permittee's employees, agents  
27 and volunteers, are in compliance with the conditions of this Permit.  
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- 1                   h.     The Event shall be limited to the sale of beer and wine only.
- 2                   i.     No alcohol shall be removed from or consumed outside of the
- 3 Event Area. A sign shall be posted at the exit stating "No Liquor Beyond This
- 4 Point."
- 5                   j.     No alcohol, other than alcohol being sold at the Event, shall be
- 6 permitted in the Event Area.
- 7                   k.     All alcohol shall be served in plastic cups.
- 8                   l.     There shall be a two (2) drink maximum at one time.
- 9                   m.     Permittee's employees, agents and volunteers who are working
- 10 the Event ("Event Staff") shall not serve any alcohol to visibly intoxicated
- 11 individuals in accordance with applicable laws.
- 12                   n.     Event Staff shall stop serving alcohol at the designated Event
- 13 closing times as set forth in Section 1.b of this Resolution.
- 14                   o.     No minors shall be permitted entrance to the Event Area. A sign
- 15 shall be posted at the entrance stating "No Minors."
- 16                   p.     No person shall be granted access to the Event Area without
- 17 presenting a valid driver's license that displays a photograph and date of birth
- 18 evidencing that the person is at least 21 years of age. All persons under the
- 19 age of 25 years shall present, in addition to a valid driver's license, a second
- 20 form of identification that displays the person's name and signature or name
- 21 and picture.
- 22                   q.     Event Staff shall issue colored wrist bands (that cannot be
- 23 replaced once removed) to all persons prior to entering the Event Area. No
- 24 person shall be admitted to the Event Area that is not wearing said wrist band.
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1                   r.       Event Staff shall issue each carnival ride operator a wrist band of  
2 a different color than Event participants. No carnival ride operator shall be  
3 admitted into the Event Area.

4                   s.       The capacity of the Event Area shall not exceed sixty (60) persons  
5 at any given time.

6                   t.       Event Staff shall receive training in the laws and rules governing  
7 the verification of identification, the service of alcoholic beverages, and the  
8 refusal of service to intoxicated persons.

9                   u.       Event Staff shall not consume alcohol during the Event.

10                  v.       No persons, including members of the Culver City Exchange Club,  
11 shall receive complimentary beer or wine.

12                  w.       Distribution or display of any alcohol advertising or promotional  
13 items shall be limited to the Event Area. With the exception of alcohol  
14 advertising and promotional items relating to the products served at the Event,  
15 only Culver City Exchange Club materials may be distributed or displayed in the  
16 Event Area.

17                  x.       Event Staff shall monitor the alcohol consumption and behavior of  
18 all Event participants.

19                  y.       Permittee shall ensure that the Event Area is cleaned of all trash  
20 and debris and left in the same condition it was prior to the Event.

21                  z.       Permittee acknowledges and understands that the City of Culver  
22 City reserves the right to shut down the Event at any time at the discretion of  
23 Culver City Police Department and the facility supervisor.

aa. Within 30 calendar days after completion of the Event, Permittee shall provide the City with a full financial disclosure of the operation of the Event.

bb. Within ten days after the adoption of this Resolution, Permittee shall pay to the City's Fiesta La Ballona Committee ("Committee") the Event space fee of Six Hundred Dollars (\$600.00).

cc. Permittee shall be responsible for coordinating, purchasing and acquiring all supplies and equipment necessary to support the Event including, but not limited to, beer, wine, snacks, paper products, fencing, tables, chairs and umbrellas.

dd. Committee shall be responsible for coordinating through the appropriate City departments sufficient power sources as needed for the operation of the Event.

2. This Resolution shall take effect on the date of its adoption.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**JIM B. CLARKE, MAYOR**  
City of Culver City, California

**ATTEST:**

APPROVED AS TO FORM:

**JEREMY GREEN, Deputy City Clerk**

CAROL A. SCHWAB, City Attorney

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