

1 RESOLUTION NO. 2021-R\_\_\_\_\_

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
3 CULVER CITY, CALIFORNIA, GRANTING AN ALCOHOL USE  
4 PERMIT TO THE CULVER CITY ARTS DISTRICT TO  
5 CONDUCT TWO BEER GARDENS DURING THE 2021  
6 ARTWALK AND ROLL EVENT.

7 WHEREAS, pursuant to Culver City Municipal Code § 13.03.025.A, the City  
8 Council has determined to issue an alcohol use permit to the Culver City Arts District to  
9 conduct two beer gardens at the 2021 Artwalk and Roll event.

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

12 1. This Alcohol Use Permit is hereby issued to the Culver City Arts District  
13 (“Permittee”) to conduct two beer gardens (the “Event”) during the 2021 Artwalk and Roll  
14 event on October 9, 2021, subject to the following conditions set forth in City Council Policy  
15 Statement: *Alcohol Use Permits for City-Produced and City-Sponsored Special Events*,  
16 adopted by City Council Resolution No. 2019-R014:

17 a. Permittee, Culver City Arts District, acknowledges and certifies  
18 that it is a 501(c)(6) non-profit Culver City organization.

19 b. The Event shall be held on October 9, 2021 from the hours of  
20 11:00 a.m. to 6:00 p.m.; last call will be at 5:15 p.m. and no drinks will be  
21 served past 5:30 p.m.

22 c. By and on behalf of Permittee in consideration of the request for  
23 and the granting of this Permit, Permittee shall and does hereby indemnify, hold  
24 harmless and defend City and each of its officers, employees and  
25 representatives (“Indemnitees”) from any and all liability claims, damages,  
26 judgments, demands, including attorney fees and court costs, whatsoever,  
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1 which may arise against any or all Indemnitees by reason of any real or  
2 personal property damage, personal injury or death arising or resulting directly  
3 or indirectly from Permittee's activities related to the issuance of this Permit.

4 d. Without limiting any other obligation set forth in this Permit,  
5 Permittee shall submit to the City an occurrence based Comprehensive General  
6 Liability ("CGL") policy (including liquor liability), at least as broad as ISO Form  
7 CG 0001, in the minimum amount of Three Million Dollars (\$3,000,000) each  
8 occurrence, with not less than Six Million Dollars (\$6,000,000) in annual  
9 aggregate coverage. The CGL policy shall have the following requirements:  
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11 (i) The policy shall provide coverage for personal injury, bodily  
12 injury, death, accident and property damage and advertising injury, as those  
13 terms are understood in the context of a CGL policy. The coverage shall be  
14 utilized to satisfy, to the extent of the coverage limits, the City's self-insured  
15 retention under any other policy of insurance. The coverage shall not be  
16 excess or contributing with respect to City's self-insurance or any pooled risk  
17 arrangements;  
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19 (ii) The policy shall provide \$3,000,000 coverage per accident,  
20 for owned, hired and non-owned automobile liability; automobile liability  
21 coverage may be satisfied with a stand- alone policy or as a component of the  
22 CGL policy;  
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24 (iii) The policy shall include coverage for liability undertaken by  
25 contract covering, to the maximum extent permitted by law, Permittee's  
26 obligation to indemnify the Indemnitees as required under Paragraph 1.c. of this  
27 Permit;  
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1 (iv) The Policy shall not exclude coverage for Completed  
2 Operations Hazards or Athletic or Sports Participants; and

3 (v) The City of Culver City, members of its City Council, its  
4 boards and commissions, officers, agents, and employees will be named as an  
5 additional insured in an endorsement to the policy, which shall be provided to  
6 the City and approved by the City Attorney.

7 (vi) The CGL limits may be satisfied with a primary policy with  
8 \$3,000,000 occurrence/\$6,000,000 annual aggregate, OR, by a primary policy  
9 with lower limits of coverage plus an Excess or Umbrella policy which will  
10 satisfy the occurrence and aggregate limit requirement. If Consultant's  
11 insurance coverage provides coverage in excess of these required limits, but is  
12 eroded by payment or claim reserves, then Consultant or its insurance carrier  
13 shall notify the City of Culver City within ten (10) days when the contractual  
14 coverage limits provided are below the required coverage limits.

15 (vii) The City of Culver City reserves the right to review and  
16 waive or modify the CGL aggregate requirement in the event that an adequate  
17 project specific policy and limits are provided.

18 The required evidence of insurance shall be submitted to the City  
19 at least two weeks prior to the Event.

20 e. Permittee shall obtain the necessary State of California Alcoholic  
21 Beverage Control Board alcohol sales event permit for the Event, which shall be  
22 posted at all times. Permittee shall comply with any and all federal, state and  
23 local laws regarding the sale of beer and wine. Permittee shall also obtain any  
24 and all required Los Angeles County health permits, which shall be made  
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1 available upon request. Permittee shall also comply with all applicable Los  
2 Angeles County COVID-19 public health protocols for this type of Event.

3 f. The size and location of the Event shall be consistent with the  
4 configuration as approved by the City. The perimeters of the Event shall be  
5 bound by fencing or other physical barrier (the "Event Area"). The physical  
6 barrier shall not obstruct visibility into the Event Area.

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8 g. There shall be only one entrance to and one exit from the Event  
9 Area. All persons must enter the Event Area from the designated entrance  
10 point and leave the Event Area from the designated exit point. Permittee shall  
11 retain licensed security guard(s) to be posted at each entrance and exit to  
12 ensure that all persons in attendance at the Event, including Permittee's  
13 employees, agents and volunteers, are in compliance with the conditions of this  
14 Permit.

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16 h. Permittee's employees, agents and volunteers who are working  
17 the Event ("Event Staff") shall assist City facilities staff and Culver City Police  
18 Department with crowd control in and around the Event Area during any ingress  
19 and egress of vehicular traffic adjacent to the Event Area, as requested by City  
20 representatives.

21 i. The Event shall be limited to the sale of beer only.

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23 j. No alcohol shall be removed from or consumed outside of the  
24 Event Area. A sign shall be posted at the exit stating "No Liquor Beyond This  
25 Point."

26 k. No alcohol, other than alcohol being sold at the Event, shall be  
27 permitted in the Event Area.  
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1                   l.       All alcohol shall be served only in reusable or compostable  
2 containers. All alcoholic beverages shall be served in a single serving 16-  
3 ounce or smaller container.

4                   m.       There shall be a two (2) drink maximum at one time.

5                   n.       Event Staff shall not serve any alcohol to visibly intoxicated  
6 individuals in accordance with applicable laws.

7                   o.       Event Staff shall stop serving alcohol at the designated Event  
8 closing times as set forth in Section 1.b of this Alcohol Use Permit.

9                   p.       No minors shall be permitted entrance to the Event Area. A sign  
10 shall be posted at the entrance stating "No Minors."

11                   q.       Licensed private security guard(s) shall be present to check  
12 identification for the purposes of verifying that people entering the Event Area  
13 are 21 years of age or older. No person shall be granted access to the Event  
14 Area without presenting a valid driver's license that displays a photograph and  
15 date of birth evidencing that the person is at least 21 years of age. All persons  
16 under the age of 30 years shall present, in addition to a valid driver's license, a  
17 second form of identification that displays the person's name and signature or  
18 name and picture. Each time a person enters or re-enters the Event Area, that  
19 person's age shall be verified with identification.

20                   r.       Event Staff shall issue colored wrist bands (that cannot be  
21 replaced once removed) to all persons prior to entering the Event Area. No  
22 person shall be admitted to the Event Area that is not wearing said wrist band.

23                   s.       The capacity of the Event Area shall be determined by the City's  
24 Life Safety Officer (LSO). Licensed private security guard(s) shall be present at  
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1 each entrance and exit to count occupancy. An accurate crowd count at all time  
2 must be readily available to City representatives. The LSO may adjust the  
3 maximum capacity at any time during the event if he/she determines it is  
4 necessary to protect the public health and safety.

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

8 v. Event Staff and licensed private security guard(s) shall not  
9 consume alcohol during the Event.

10 w. No persons, including members of the Culver City Arts District,  
11 shall receive complimentary beer.

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

17 y. Event Staff and licensed private security guard(s) shall monitor  
18 the alcohol consumption and behavior of all Event participants.

19 z. Permittee shall ensure that the Event Area is cleaned of all trash  
20 and debris throughout the Event and, at the conclusion of the Event, shall  
21 ensure the Event Area is left in the same condition it was prior to the Event  
22 each night.

1                   aa.     Permittee acknowledges and understands that the City of Culver  
2 City reserves the right to shut down the Event at any time at the discretion of  
3 Culver City Police Department or other authorized City Official.

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

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

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

14                   ff.     Permittee shall provide for designated transportation pick-up/drop-  
15 off areas, as approved by the Public Works Department. Permittee shall  
16 advertise these locations to Event participants, and also provide information  
17 regarding public transportation to and from the Event.

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

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22 APPROVED and ADOPTED this \_\_\_\_ day of September 2021.

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24 \_\_\_\_\_  
ALEX FISCH, Mayor  
City of Culver City, California

25 ATTEST:

APPROVED AS TO FORM:

26  
27 \_\_\_\_\_  
JEREMY GREEN, City Clerk  
A21-00154

28                   for \_\_\_\_\_  
CAROL A. SCHWAB, City Attorney