

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 FOR A BEER AND WINE GARDEN TO BE
5 CONDUCTED IN VETERANS' MEMORIAL PARK DURING THE
6 2021 FIESTA LA BALLONA 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 Exchange Club to
9 conduct a beer and wine garden at the 2021 Fiesta.

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 Exchange
13 Club ("Permittee") to conduct a beer and wine garden (the "Event") in Veterans' Memorial
14 Park on October 29, 30 and 31, 2021 as part of the City's Fiesta La Ballona activities, subject
15 to the following conditions set forth in City Council Policy Statement: *Alcohol Use Permits for*
16 *City-Produced and City-Sponsored Special Events*, adopted by City Council Resolution No.
17 2019-R014:
18

19 a. Permittee, Culver City Exchange Club, acknowledges and certifies
20 that it is a not-for-profit 501(c)(3) Culver City organization, and that funds raised
21 at the Event will be used for local charities. "Local Charities" shall mean a
22 Culver City organization set up to provide help and raise funds for those in
23 need.
24

25 b. The Event shall be held on the following three days during these
26 specified hours only: (1) Friday, October 29, 2021 from the hours of 4:30 p.m.
27 to 10:00 p.m., last call will be at 9:15 p.m. and no drinks will be served past 9:30
28

1 p.m.; (2) Saturday, October 30, 2021 from the hours of 12:00 p.m. to 10:00
2 p.m., last call will be at 9:15 p.m. and no drinks will be served past 9:30 p.m.;
3 and, (3) Sunday, October 31, 2021 from the hours of 10:00 a.m. to 6:00 p.m.,
4 last call will be at 5:15 p.m. and no drinks will be served past 5:30 p.m.

5 c. By and on behalf of Permittee in consideration of the request for
6 and the granting of this Permit, Permittee shall and does hereby indemnify, hold
7 harmless and defend City and each of its officers, employees and
8 representatives ("Indemnitees") from any and all liability claims, damages,
9 judgments, demands, including attorney fees and court costs, whatsoever,
10 which may arise against any or all Indemnitees by reason of any real or
11 personal property damage, personal injury or death arising or resulting directly
12 or indirectly from Permittee's activities related to the issuance of this Permit.
13

14 d. Without limiting any other obligation set forth in this Permit,
15 Permittee shall submit to the City an occurrence based Comprehensive General
16 Liability ("CGL") policy (including liquor liability), at least as broad as ISO Form
17 CG 0001, in the minimum amount of Three Million Dollars (\$3,000,000) each
18 occurrence, with not less than Six Million Dollars (\$6,000,000) in annual
19 aggregate coverage. The CGL policy shall have the following requirements:
20

21 (i) The policy shall provide coverage for personal injury, bodily
22 injury, death, accident and property damage and advertising injury, as those
23 terms are understood in the context of a CGL policy. The coverage shall be
24 utilized to satisfy, to the extent of the coverage limits, the City's self-insured
25 retention under any other policy of insurance. The coverage shall not be excess
26
27
28

1 or contributing with respect to City's self-insurance or any pooled risk
2 arrangements;

3 (ii) The policy shall provide \$3,000,000 coverage per accident,
4 for owned, hired and non-owned automobile liability; automobile liability
5 coverage may be satisfied with a stand- alone policy or as a component of the
6 CGL policy;

7 (iii) The policy shall include coverage for liability undertaken by
8 contract covering, to the maximum extent permitted by law, Permittee's
9 obligation to indemnify the Indemnitees as required under Paragraph 1.c. of this
10 Permit;

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

13 (v) The City of Culver City, and officers, agents, and
14 employees will be named as additional insureds in an endorsement to the
15 policy, which shall be provided to the City and approved by the City Attorney.

16 (vi) The CGL limits may be satisfied with a primary policy with
17 \$3,000,000 occurrence/\$6,000,000 annual aggregate, OR, by a primary policy
18 with lower limits of coverage plus an Excess or Umbrella policy which will
19 satisfy the occurrence and aggregate limit requirement. If Consultant's
20 insurance coverage provides coverage in excess of these required limits, but is
21 eroded by payment or claim reserves, then Consultant or its insurance carrier
22 shall notify the City of Culver City within ten (10) days when the contractual
23 coverage limits provided are below the required coverage limits.
24
25
26
27
28

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

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

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

13 f. The size and location of the Event shall be consistent with the
14 configuration as approved by staff of the City's Parks, Recreation and
15 Community Services Department. The perimeters of the Event shall be bound
16 by fencing or other physical barrier (the "Event Area"). The physical barrier
17 shall not obstruct visibility into the Event Area.

18 g. There shall be only one entrance to and one exit from the Event
19 Area. All persons must enter the Event Area from the designated entrance
20 point and leave the Event Area from the designated exit point. Permittee shall
21 retain licensed security guard(s) to be posted at each entrance and exit to
22 ensure that all persons in attendance at the Event, including Permittee's
23 employees, agents and volunteers, are in compliance with the conditions of this
24 Permit.
25
26
27
28

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

6 i. The Event shall be limited to the sale of beer and wine only.

7 j. No alcohol shall be removed from or consumed outside of the
8 Event Area. A sign shall be posted at the exit stating "No Liquor Beyond This
9 Point."
10

11 k. No alcohol, other than alcohol being sold at the Event, shall be
12 permitted in the Event Area.

13 l. All alcohol shall be served only in reusable or compostable
14 containers. All alcoholic beverages shall be served in a single serving container
15 that complies with the following guidelines: 16-ounce cup or smaller for beer;
16 and 5-ounce cup or smaller for wine.
17

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

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

21 o. Event Staff shall stop serving alcohol at the designated Event
22 closing times as set forth in Section 1.b of this Alcohol Use Permit.
23

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

26 q. Licensed private security guard(s) shall be present to check
27 identification for the purposes of verifying that people entering the Event Area
28

1 are 21 years of age or older. No person shall be granted access to the Event
2 Area without presenting a valid driver's license that displays a photograph and
3 date of birth evidencing that the person is at least 21 years of age. All persons
4 under the age of 30 years shall present, in addition to a valid driver's license, a
5 second form of identification that displays the person's name and signature or
6 name and picture. Each time a person enters or re-enters the Event Area, that
7 person's age shall be verified with identification.
8

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

12 s. Event Staff shall issue each carnival ride operator a wrist band of
13 a different color than Event participants. No carnival ride operator shall be
14 admitted into the Event Area.
15

16 t. The capacity of the Event Area shall not exceed one hundred
17 (100) persons at any given time. Licensed private security guard(s) shall be
18 present at each entrance and exit to count occupancy. An accurate crowd count
19 at all time must be readily available to City representatives. The City's Life
20 Safety Officer may adjust the maximum capacity at any time during the event if
21 he/she determines it is necessary to protect the public health and safety.
22

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

26 v. Event Staff and licensed private security guard(s) shall not
27 consume alcohol during the Event.
28

1 w. No persons, including members of the Culver City Exchange Club,
2 shall receive complimentary beer or wine.

3 x. Distribution or display of any beer and/or wine product advertising
4 or promotional items shall be limited to the Event Area. With the exception of
5 beer and/or wine product advertising and promotional items relating to the
6 products served at the Event, only Culver City Exchange Club materials may be
7 distributed or displayed in the Event Area.

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

10 z. Permittee shall ensure that the Event Area is cleaned of all trash
11 and debris throughout the Event and, at the conclusion of the Event, shall
12 ensure the Event Area is left in the same condition it was prior to the Event
13 each night.

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

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

20 cc. Within 10 days after the adoption of this Resolution, Permittee
21 shall pay to the City's Parks, Recreation and Community Services Department
22 the Event space fee of One Thousand Two Hundred Dollars (\$1,200.00) and
23 the Technology Artists fee of Seven Hundred Dollars (\$700.00) for a total of
24 One Thousand Nine Hundred Dollars (\$1,900) in fees.

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

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

8 ff. Permittee shall provide for designated transportation pick-up/drop-
9 off areas, as approved by the Public Works Department. Permittee shall
10 advertise these locations to Event participants, and also provide information
11 regarding public transportation to and from the Event.
12

13 2. This Resolution shall take effect on the date of its adoption.
14

15 APPROVED and ADOPTED this 11th day of October 2021.
16

17 _____
18 ALEX FISCH, MAYOR
19 City of Culver City, California

20 ATTEST:

APPROVED AS TO FORM:

21 _____
22 JEREMY GREEN, City Clerk

23 
24 *for* CAROL A. SCHWAB, City Attorney

25 A21-00155
26
27
28