

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
Special Event Permit Application Package

General Information

1. Applications must be completed and returned to the Santa Cruz County Department of Public Works, Attention: Event Permits, 701 Ocean Street, Room 410, Santa Cruz, California 95060. Applications must be complete and submitted to Public Works at least 90 days prior to the event date.
2. An event permit is required for all parade road closures, races, triathlons, running or walking events and all bicycle events that will mark or sign the County right-of-way or significantly impact the traveling public.
3. The applicant shall provide Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability and (e) cross-liability. All insurance forms must be submitted to Public Works no later than thirty (30) days prior to the event.
4. The applicant shall provide Automobile Liability Insurance for each vehicle used in the parade or bicycle event, including but not limited to owned, non-owned (e.g., not owned by the Applicant, its staff, employees, or volunteers), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. All insurance forms must be submitted to Public Works no later than thirty (30) days prior to the event.
5. All required Automobile and Comprehensive Commercial Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects to the operations and activities of, or on behalf of, the named insured performed under Permit with the County of Santa Cruz.”
6. All required insurance policies shall be endorsed to contain the following clause:

“This insurance policy shall not be cancelled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Department of Public Works, Road Operations, Senior Civil Engineer, 701 Ocean Street, Room 410, Santa Cruz, CA 95060.”
7. For all bicycle, walking and running events, turn by turn directions for all routes to be used shall be provided with the application, as well as 8 ½”x11” legible maps that are reproducible.
8. For all parades, races and triathlons, an 8 ½”x11” barricade plan and/or map showing streets to be closed and detours to be used shall be provided with the application. The plan or map must include legible street names and must be reproducible.

9. All special events require the review and approval of the Santa Cruz County Sheriffs Office and the California Highway Patrol no later than thirty (30) days prior to the event.
10. The County reserves the right to revoke the current parade or event permit and to refuse to issue future permits when any of the permit conditions approved by the Board of Supervisors are not met.
11. Parade and Event Permit Fees are as outlined in the Santa Cruz County Department of Public Works Service and Capital Improvement Fee Schedule. Fees are to be submitted to Public Works no later than ten (10) days prior to the event.
12. If there are any questions, please contact Event Permits at (831) 454-2160.

COUNTY OF SANTA CRUZ SPECIAL EVENT PERMIT APPLICATION

Date Submitted: ____/____/____ Bike Event / Parade / Triathlon / Running Event (Circle One)

Organization / Company Information (Permittee)

Name: _____

Address: _____

Pre-Event Contact Information

Name: _____ Phone #: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone #: _____ E-Mail Address: _____

Name of Insured Party Providing Insurance for the Event (if different from Organization or Company Information)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Event Details

Date(s) of Event: _____ Anticipated Attendance: _____

Event Times Start: _____ End: _____

Event Day Contact Information

Name: _____ Phone #: _____

Cell Phone #: _____ E-Mail Address: _____

Event Description

Provide 8 1/2"x11" legible and reproducible route map.

Agreement to Release, Indemnify and Hold the County of Santa Cruz Harmless

A. In consideration of the County of Santa Cruz's (hereinafter known as "County") issuance of a parade, race, triathlon, running or walking event or bicycle event permit to Permittee, Permittee hereby agrees on behalf of itself, its agents and employees, to indemnify and hold harmless the County and the County's representatives, officers, agents, employees and volunteers (hereinafter jointly referred to as "Releasees") against all damage, loss, claims, suits or action of any kind or nature whatsoever, including attorney fees, arising from damage to real or personal property, or personal injuries to or death of any person, resulting or alleged to have resulted directly or indirectly, wholly or partially, from the parade or the event or from the conduct of the Permittee.

B. Additionally, Permittee hereby agrees to indemnify Releasees against and hold Releasees harmless from all damage, loss, claims, suits or action of any kind whatsoever, including attorney fees, which Releasees may sustain or incur, in whole or in part, as a consequence of the Permittee's negligence, intentional misconduct, or failure to adhere to the Permit Conditions.

C. Permittee further agrees not to assert any claim against, sue, attach the property of, or prosecute Releasees for injury or damage or any kind arising out of the application and issuance of the Permit, or the conduct of the parade or the event.

NAME (Printed): _____

SIGNATURE: _____

DATE: _____

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2010

PRODUCER
INSURANCE PROVIDER

INSURED
APPLICANT

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | | NAIC # |
|-----------------------------|-----------------------------|--------|
| INSURER A: | Greenwich Insurance Company | |
| INSURER B: | N/A | N/A |
| INSURER C: | N/A | N/A |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------|-----------|--|---------------|------------------------------------|-------------------------------------|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SJR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | 11/15/2009 | 11/15/2010 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 11/15/2009 | 11/15/2010 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS RESPECTS THE OPERATIONS AND ACTIVITIES, OF, OR ON BEHALF OF, THE NAMED INSURED PERFORMED UNDER PERMIT WITH THE COUNTY OF SANTA CRUZ ON THE GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
ATTN: **BEATRIZ BARRANCO**
70 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc. *Sharon A. Hammer*

COUNTY OF SANTA CRUZ SPECIAL EVENT PERMIT WAIVER CERTIFICATION

Date Submitted: ____/____/____

Bike Event / Parade / Triathlon / Running Event (Circle One)

Organization / Company Information (Permittee)

Name: _____

Address: _____

Event Information

Event Date: _____

Event Title: _____

Number of Registered Participants: _____

Number of Waivers Received: _____

I hereby certify that the event organizers have received and have on file the signed waivers from each participant in the above referenced event. Each participant was made aware of and agreed to the items as outlined in the approved event permit conditions.

Signature: _____

Typed Name: _____

Title: _____

Attach one signed example of participant waiver.

PERMITTEE
1234 Main Street
Anytown, CA 00000

SUBJECT: ABC BICYCLE RIDE EVENT PERMIT

Dear Committee Members:

Pursuant to the Santa Cruz County Board of Supervisors' action dated _____, 20XX, permission to hold the ABC bicycle ride in the unincorporated areas of Santa Cruz County on _____, 20XX, is granted with the following conditions:

RESPONSIBILITY OF PERMITTEE

1. Ride shall form at START LOCATION and begin at TIME a.m./p.m. The route in the unincorporated area of the County shall be from ROUTE BEGINNING and follow the routes indicated on Attachments A, B, and C.

Any change in the route must be approved by Public Works at least one week in advance of the event.
2. The PERMITTEE shall provide a unique identification number to each participant and their bicycle. The numbers shall be prominently displayed on each rider and bicycle frame. The printing must be of sufficient size to be legible at a distance of at least 50 feet.
3. The PERMITTEE shall provide sufficient restroom facilities and trash receptacles at all rest stop locations.
4. The PERMITTEE shall provide a vehicle to pick up any rider or participant who drops out of the ride. The vehicle shall be clearly identified as an "ABC Ride Support vehicle."
5. The PERMITTEE shall furnish at its own expense all personnel and incidentals required to comply with all permit conditions.
6. The PERMITTEE may provide directional pavement markings to guide the participants. These markings shall conform to the dimensional standards detailed in the drawing provided as Attachment D. The paint used for the markings shall be ultraviolet light sensitive. If the markings have not faded to an acceptable level within 30 days, the PERMITTEE will be responsible for their timely removal.
7. Immediately following the ride, the PERMITTEE shall conduct a general clean-up of trash and materials generated by the event over the entire ride route including rest stops.

8. The PERMITTEE shall exonerate, indemnify, defend, and hold harmless, the County of Santa Cruz, including without limitation, its officers, agents, employees and volunteers from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature, including attorneys fees, which the County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Event or PERMITTEE's performance under the terms of this Permit, excepting any liability arising out of the sole negligence of the County. Such indemnification includes any damage to the person(s), or property(ies) of the County of Santa Cruz and third persons.
9. The PERMITTEE, at its sole cost and expense, for the full term of this Permit (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of the PERMITTEE insurance coverage and shall not contribute to it.
 - a. Automobile Liability Insurance for each vehicle used in the performance of this Permit, including owned, non-owned (i.e. not owned by the PERMITTEE, its staff or employees or volunteers), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - b. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
10. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Permit with the County of Santa Cruz.”
11. All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Department of Public Works, Road Operations, Senior Civil Engineer, 701 Ocean Street, Room 410, Santa Cruz, CA 95060”

12. The PERMITTEE agrees to provide its insurance broker(s) with a full copy of these insurance provisions.
13. **INSURANCE ENDORSEMENTS MUST BE RECEIVED BY THE DEPARTMENT OF PUBLIC WORKS AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT OR THIS PERMIT WILL BE CANCELED.** All Insurance Endorsements shall be delivered or sent to: County of Santa Cruz, Department of Public Works, Road Operations, Senior Civil Engineer, 701 Ocean Street, Room 410, Santa Cruz, CA 95060
14. The PERMITTEE shall provide verification that it has met with the California Highway Patrol and the Santa Cruz County Sheriff's Office to coordinate final traffic control plans and enforcement. The PERMITTEE shall also provide verification that each agency has been supplied with an event route map. Verification shall be provided to the County of Santa Cruz at least 30 days prior to the event.
15. A critique shall be held on _____, 20XX at _____ am/pm at the Department of Public Works offices with the PERMITTEE representatives. The PERMITTEE shall arrange for representatives from the California Highway Patrol and the Santa Cruz County Sheriffs' Office to attend as well as other interested parties to discuss recommendations or required changes as determined.
16. The PERMITTEE will furnish the Santa Cruz County Department of Public Works with the name and phone number of the contact person that will be accessible during event hours.
17. Failure to comply with permit conditions will result in disapproval of future bike ride/events.

RIDE PARTICIPANTS

Each ride participant must be advised by the ride organizer of the following:

1. Ride participants must abide by all applicable state and local vehicular laws. This includes riding as close as practicable to the right-hand curb or edge of roadway. Bicyclists riding more than one abreast shall yield to vehicular traffic.
2. Obstacles exist along the roadways that can cause injury to riders. Attention is hereby directed to the many sign posts, utilities, curbs, medians, guardrails, retaining walls, pavement markings, delineators, barricades, road bumps, etc.
3. Paper cups, food wrappers, and any other trash generated by ride participants must be disposed of in the receptacles provided by the PERMITTEE at the designated rest stops.
4. Ride participants should use the restroom facilities provided by the PERMITTEE at the designated rest stops.
5. Riders cited by law enforcement officials for violating the California Vehicle Code or Santa Cruz County regulations will be automatically disqualified, and violations could result in enforcement action against the participant.

Written, signed verification that all ride participants have agreed to and acknowledge the above conditions shall be submitted to the County of Santa Cruz Department of Public Works no later than ten (10) working days after the event.

NOTIFICATION

1. Notification shall be made in a newspaper of general circulation via press release or paid advertisement giving the time, date, and names of all roads on the ride route no later than five (5) days prior to the event and no sooner than twenty (20) days prior to the event.
2. At least thirty (30) days before the event, PERMITTEE shall in writing notify local emergency services including fire, the Santa Cruz County Sheriff's Office, the California Highway Patrol, and the Metropolitan Transit District of the ride and ride routes.
3. Residents and businesses that have requested notice of rides shall be given written notice by the PERMITTEE of the time, date, and names of roads on the ride route no later than ten (10) days prior to the event.

Please sign below and return the original of this letter to our office.

Yours truly,

JOHN J. PRESLEIGH
Director of Public Works

KNC:

Attachments

The terms and conditions of this permit are understood, and PERMITTEE will comply with all conditions.

DATE: _____ PERMITTEE

By: _____

Title