



BAKERSFIELD

RECREATION & PARKS

COVID-19 SPECIAL USE PERMIT

Temporary Park Use for Local Sports Associations

In light of the COVID-19 Emergency Declaration issued by the City of Bakersfield on March 19, 2020, the City of Bakersfield Recreation & Parks has created a “COVID-19 Special Use Permit,” to help local sports associations comply with “social distancing” and other operating requirements mandated by the State. The process will provide businesses an opportunity to temporarily operate in designated parks throughout the City. The business could then use this space to set up and operate.

The new COVID-19 Special Use Permit (“SUP”) process will be available through the duration of the City’s local Emergency Declaration; and is designed to help sports associations move outdoors quickly, while also ensuring the public’s health and safety. Local sports associations are responsible for compliance with any and all other federal, State and County orders and regulations. **The City is striving to issue COVID-19 SUPs within five (5) business days.**

Local sports associations interested in pursuing a “COVID-19 SUP” can be complete a simplified application online as laid out in the simple steps below.

PERMIT APPLICATION PROCESS

1. Complete the [COVID-19 SUP Application](#).
2. Return the application to the City of Bakersfield Recreation & Parks via [e-mail](#) or by dropping it off at:

City of Bakersfield – Recreation & Parks Division
COVID-19 SUP Application
1600 Truxtun Avenue 3rd Floor | Bakersfield, CA 93301

3. To obtain the COVID-19 SUP approval; all requirement must be completed.

For more information, contact the Recreation & Parks at (661) 326-3866 or e-mail specialusepermit@bakersfieldcity.us



**CITY OF BAKERSFIELD
DEPARTMENT OF RECREATION AND PARKS
COVID-19 TEMPORARY SPECIAL USE PERMIT**

Business Name: _____ **Work Phone:** _____ **Email Address:** _____

Address: _____ **City:** _____ **Zip Code:** _____
(Number and street - No PO Boxes)

Contact Name: _____ **DOB:** _____ **Cell Phone:** _____ **Open to Public:** YES / NO **Number of Participants:** _____
(Please Print Clearly)

Type of Activity: _____ **Temporary Dates Start:** _____ **Days:** _____ **Start Time:** _____
Class/Clinic/Training **End Date:** _____ **End Time:** _____

IN CONSIDERATION of my being permitted to use a city facility, the risks of which are apparent to me, applicant for himself/herself, for the above organization, and all members thereof, hereby waives, releases and discharges the CITY, its Mayor, council, officers, agents, employees, or designated volunteers, from any and all claims for damage for personal injury, death or property damage which may occur to me as a result of my participation in this event. This release is intended to discharge in advance the foregoing parties from any and all liability arising out of, or in any way connected with, said acceptance and receipt even though liability may arise out of the negligence or carelessness on the part of the persons or entities mentioned herein.

IT IS FURTHER UNDERSTOOD AND AGREED that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and hold free and harmless the foregoing parties from any loss, liability, damage, cost or expense which may incur as a result of any death, injuries, maintenance or property damage that may be sustained.

ALL POLICIES required of the RESERVEE shall be primary insurance as to the CITY, its Mayor, council, officers, agents, employees, or designated volunteers and the CITY's insurance shall not contribute to it. The general liability policy of the RESERVEE must contain an additional insured endorsement in favor of the CITY, its Mayor, council, officers, agents, employees and volunteers.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND SIGN IT OF MY OWN FREE WILL.

Applicant, for himself/herself or the above organization and all members thereof, agree to abide by the rules and regulations as set forth in the Bakersfield Municipal Code, Section 12.56.

Applicant's Signature _____
Date

Recreation and Parks Staff

**FOR OFFICIAL USE ONLY
REQUIREMENTS AND APPROVALS**

Temporary Special Use Permit: _____ YES / NO <small>(filed no less than 3 weeks before event)</small>	To BPD: _____ Date	Approved: _____ Date	Rec & Parks Approval: _____ Date
Sound Permit: _____ YES / NO <small>(filed no less than 3 weeks before event)</small>	To BPD: _____ Date Received	Approved: _____ Date	Rec & Parks Approval: _____ Date
Certificate of Insurance: _____ YES/NO Date	Non-Profit (Tax exempt) YES / NO Documentation required) ID Number: _____		

Type of Temporary Outdoor Area Setup (Check all boxes that apply)

<input type="checkbox"/> Tables: How many? _____ <input type="checkbox"/> Chairs: How many? _____ <input type="checkbox"/> Canopy: How many? _____ <small>(Max 20x20 without approval under SUP)</small>	PA System: _____ Equipment: _____ Other: _____
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- Required Documents (Please Submit with Completed Application)**
1. Special Use Permit Agreement
 2. Indemnification Agreement
 3. Applicant Application
 4. Insurance Documents
 - a. General Liability Insurance
 - b. Additional Endorsement
 - c. Worker's Comp Policy
 - d. Waiver of Subrogation

Other Pertinent Information: _____

DISTRIBUTION:
SUPERVISOR(S): _____
ADMIN SUPPORT STAFF(S): _____
OTHER: _____

<input type="checkbox"/> Yokuts Park	<input type="checkbox"/> Grissom Park	<input type="checkbox"/> Greystone Park
<input type="checkbox"/> Beach Park	<input type="checkbox"/> Wayside Park	<input type="checkbox"/> The Park at River Walk
<input type="checkbox"/> Patriots Park	<input type="checkbox"/> Siemon Park	<input type="checkbox"/> Stiern Park

Attachment 1

INDEMNIFICATION AGREEMENT

Host Organization and/or Event Organizer agree, in consideration of the granting of this Application and Special Use Permit for:

Special Use Name: _____ to be held on, _____ Special Use Date(s)

By _____ of _____ Event
Organizer/Primary Applicant Host Organization

Host Organization and/or Event Organizer(s) agree to defend, indemnify and hold harmless the City of Bakersfield, and the City of Bakersfield's employees, officers, managers, agents, council members, and volunteers harmless from any and all losses, damages, claims for damage, liability, lawsuits, judgment expense and cost(s) arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Special Use Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Host Organization and/or Event Organizer agree to provide satisfactory evidence of, and shall thereafter maintain during the specified special event, such insurance policies and coverage in the type, limits, forms and ratings required by the City's Risk Manager or City Attorney or their designee.

Print Name

Title

Signature

Date

Attachment 2

APPLICANT AGREEMENT

Please read each statement. Initialing next to each statement indicates your understanding and agreement to the statement.

- I agree that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Special Use Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Bakersfield Municipal Code 10.69, known as the "Special Events", or any conditions or restrictions imposed upon the permit by the Bakersfield Police Department is cause for revocation of the Special Use Permit. Applicant further agrees that the Special Use Permit may be revoked at any time by the City Manager or his designee.

- I agree, upon request, to provide a Liability Insurance Certificate providing evidence of general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit AND an additional insured endorsement naming the City of Bakersfield, its officers, employees and agents' as additional insured. This document must be submitted no later than ten (10) days prior to the event start date.

- I agree to notify all residents and businesses that will be affected by street/sidewalk closures and/or amplified sound. The applicant shall notify all business owners located adjacent to any right-of-way which will be closed for the event. Proof of written notice shall be submitted to the city manager or his designee. (B.M.C. 10.69.030 C.) If the event will affect access to more than one business, the applicant must notify the Greater Bakersfield Chambers of Commerce. Notification also includes the posting of Temporary "No Parking" Signs on streets involved in closures for the event.

By signing below, I indicate as the Event Organizer or Host Organization an understanding and agreement to the above statements.

Print Name

Title

Signature

Date

Attachment 3
City of Bakersfield
Good Neighbor Policy - Notice of Temporary Street /
Sidewalk Closure

The Applicant listed below has requested a temporary street/sidewalk closure. The City of Bakersfield requires the applicant to notify all residents and businesses that will be affected by the street/sidewalk closures. This document shall serve as the proof of notice of the proposed street/sidewalk closure.

A temporary street/sidewalk closure has been requested for the following date(s)/time(s) for the streets listed.

Closure Start Date: _____
(Day of Week) (Date)

Closure Start Time: _____ AM/PM



Closure End Date: _____
(Day of Week) (Date)

Closure End Time: _____ AM/PM



Street Name(s):

The purpose of the proposed street/sidewalk closure is (Event Description):

Applicant / Host Organization Name:

Contact Name:

Mailing Address:

Acknowledgement:

By signing below, the undersigned acknowledges receipt of the above Notice of Temporary Street/Sidewalk Closure.

Print Name Business Name Address

Signature Title Phone Number

**CITY OF BAKERSFIELD SPECIAL EVENT PERMIT APPLICATION - GOOD NEIGHBOR
NOTIFICATION**

Attachment 4



BAKERSFIELD THE SOUND OF *Something Better*

Insurance Requirements As of
September 2019

The City of Bakersfield has the following mandatory insurance requirements for vendors and construction projects.

Commercial General Liability

1. Current policy with limits of no less than \$1,000,000 per occurrence
2. Coverage must be on an occurrence basis (versus claimsmade)
3. An additional insured endorsement is required and must include the following language:

*"The City Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an additional insured" *****

Auto Liability

1. Current policy with limits of no less than \$1,000,000 per occurrence and must include coverage for owned, non-owned and hired autos.

Workers Compensation

1. Current policy with limits of no less than \$1,000,000
2. Waiver of sub-rogation endorsement is required in favor of the City.

FAX ALL INSURANCE DOCUMENTATION TO (661) 852-2030

Please Note

A statement on a certificate of insurance naming the City of Bakersfield as an additional insured is not sufficient; copy of the policy endorsement naming the City as such must be included. ****

- The City is to be provided at least 30 day written notice of policy cancellation or if there are any material changes in the policy language or terms.
- All policies provided must be primary insurance and have a Best's insurance rating of A-/VII or better.
- If any work is subcontracted, all insurance requirements as set forth above are required of the subcontractor.

Listed above are the minimum requirements currently in effect and are subject to change. The City of Bakersfield reserves the right to change, alter or modify the requirements based on the elements of a particular project.

For additional information please call (661) 326-3738, or visit our webpage at bakersfieldcity.us



BAKERSFIELD
THE SOUND OF *Something Better*

Workers' Compensation Coverage Exemption Declaration

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: _____

Name: _____ Name: _____
(Print or type) (Signature)

Company Name (if any): _____

Title: _____ Telephone: _____

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees.

Sample - Additional Insured Endorsement

POLICY NUMBER: GL123456

COMMERCIAL GENERAL LIABILITY
CG 20 37 0413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

CITY OF BAKERSFIELD
OFFICE OF RISK MANAGEMENT
1600 TRUXTUN AVE
BAKERSFIELD, CA 93301

Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Sample - Workers' Compensation Waiver of Subrogation

WC 99 04 10 C
(Ed. 01-19)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

Waiver Premium (prior to adjustments)

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/01/2020

Policy No.: WC12131415

Endorsement No.:

Insured:

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by _____