

**City of Carpinteria, California**  
**PUBLIC WORKS DEPARTMENT**



**MINOR ENCROACHMENT PERMIT**

Property Owner     Applicant

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Pursuant to Section 12.08.030 (authorizing Architectural Encroachment Permits) of the Municipal Code of the City of Carpinteria, and subject to the terms, conditions and limitations therein, Public Works Director of the City of Carpinteria does hereby approve and authorize a MINOR ENCROACHMENT PERMIT, within the public right-of-way only, according to the application and agreement of Permit Holder, described herein.

Permit Holder requires a Minor Encroachment Permit pursuant to Section 12.08.030 of the Municipal Code, for the following Encroachment:

THE MINOR ENCROACHMENT as defined and graphically described herein IS HEREBY PERMITTED under the following terms, conditions, and limitations:

1. Permit Holder shall use only those improvements that are described and shown herein on attached Exhibit A, hereinafter "Encroachment", and subject to the conditions of this permit and all applicable laws.
2. Permit Holder and all executors, administrators, assigns, and successors in interest of Permit Holder shall assume, pay and hold all public agencies, agents, or assigns, and neighboring properties harmless from any and all cost and expense for the construction, repair, condition, and maintenance of the Encroachment.
3. All work relating to the Encroachment shall conform to recognized standards of construction and the Encroachment shall be maintained in a clean and safe manner. The maintenance of the Encroachment shall at all times comply with all applicable City, County, State, and Federal laws and regulations. All required fees shall be paid and all required approvals and permits obtained prior to any construction work.
4. This permit may be revoked by City for failure of the Permit Holder to comply with any term or condition hereof by written notice to the Permit Holder, given at least 30 days prior to the date of termination and identifying the reason for the revocation. Said Permit Holder may reinstate the permit by taking appropriate action to fully restore compliance with the terms of the permit within such 30 day period. Upon

failure to fully restore compliance with the terms of the permit within such 30 day period, this Minor Encroachment Permit shall terminate. In such event, the Permit Holder shall, at such Permit Holder's sole expense, remove all improvements placed pursuant to this permit and any Encroachment or part thereof and restore the area as shall be required by the City Public Works Director.

5. City may revoke this Minor Encroachment Permit or any part thereof with or without cause by written notice to the Permit Holder, given at least 90 days prior to the effective date of termination. In such event, the Permit Holder shall, at such Permit Holder's sole expense, remove all improvements placed pursuant to this permit and any Encroachment or part thereof and restore the area as shall be required by the City Public Works Director. This Minor Encroachment Permit shall terminate automatically at any time such Permit Holder abandons or removes the Encroachment. If such Permit Holder abandons or removes a portion of the Encroachment, this Encroachment Permit shall terminate as to the portion that is abandoned or removed.
6. If Permit Holder does not remove all improvements and any Encroachment and/or do not restore the area where the Encroachment was located upon termination or revocation of the permit, City shall be entitled to take possession of and remove the Encroachment, and restore said area at the expense of the Permit Holder, charge said Permit Holder for all such costs of removal and restoration, and may place a lien upon the Real Property to secure recovery of all such costs.
7. In the event City is required to perform additional work because of the Encroachment during the maintenance, repair, installation or reconstruction of any public facilities, the Permit Holder shall pay all such additional costs incurred in connection with said extra work within thirty (30) days of receiving a written, itemized statement of charges from City. In such event, such Permit Holder shall, at the Permit Holder's sole expense, restore any portion of the Encroachment disturbed by City's operations when the City's works completed.
8. The Permit Holder shall indemnify City, its officers, agents, and employees against, and shall hold them harmless from any loss, costs, damage, expense (including all costs of investigation, defense, and attorney's fees), or liability by reason of injury or death of any person, or damage to or destruction of any property arising out of, or in connection with this Minor Encroachment Permit or the improvements permitted hereunder.

The provisions of the foregoing sentence shall not apply in any case where the easement for the structure(s) or equipment was in existence prior to the existence as such of the public right-of-way concerned herein.

9. Permit Holder shall defend, indemnify and save harmless the City, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof;

including, but not limited to, any act or omission to act on the part of the or his agents or employees or other independent directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the City.

Description of Encroachment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Encroachment: (Attach map, Exhibit A, to indicate all locations)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Encroachment: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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OFFICE USE ONLY

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Special Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certificate of Insurance Received: \_\_\_\_\_ Attachments: Yes \_\_\_\_\_ No: \_\_\_\_\_

Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Receipt No.: \_\_\_\_\_

Permit Issued By: \_\_\_\_\_ Date: \_\_\_\_\_

- Attachments:  Exhibit A – Map/Picture  
 Exhibit B – Indemnification Form  
 Exhibit C – Certificate of Insurance

**City of Carpinteria, California**



**PUBLIC WORKS DEPARTMENT**

**STANDARD INDEMNIFICATION AND INSURANCE AGREEMENT**

Encroachment Type(s):  Tables and Chairs  Sign  Planters  Display Items

Newsrack  Other: \_\_\_\_\_

Location of Encroachment: \_\_\_\_\_

Permitted Dates: \_\_\_\_\_

**Indemnification**

\_\_\_\_\_ (*permit holder*), shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the or his agents or employees or other independent directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the CITY.

PERMIT HOLDER shall notify CITY immediately in the event of any accident or injury arising out of or in connection with this Agreement or Permit.

**Insurance Requirements**

Without limiting the PERMIT HOLDER/APPLICANT indemnification of the CITY, PERMIT HOLDER shall procure the following required insurance coverage at its sole cost and expense. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+: VIII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the CITY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PERMIT HOLDER in default. PERMIT HOLDER shall provide a certified copy of any insurance policy to the CITY within ten (10) working days of scheduled event or permit commencement.

**General Liability Insurance**

The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PERMIT HOLDER and shall include contractual liability coverage for this Agreement between CITY and PERMIT HOLDER. CITY, its officers, employees, and agents shall be named as Additional Insured on any policy. A copy of the endorsement evidencing that the CITY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the CITY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the CITY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

PERMIT HOLDER shall submit to the office of the designated CITY representative certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated CITY representative, as a condition precedent to any payment by CITY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

A signed copy of this Agreement and copy of proof of insurance shall be submitted to the City of Carpinteria, Department of Public Works, Carpinteria, California, 93013 prior to the placement of any "encroachments" for which permission is requested.

Permittee \_\_\_\_\_ Date \_\_\_\_\_

Public Works Director/Designee \_\_\_\_\_ Date \_\_\_\_\_