

### **Apiary (Beekeeping) Permits in Park District Open Space**

#### 2-18-2021

#### **General Information and Instructions:**

- 1. All Apiary Permits are issued by the Park District on a case-by-case basis at the discretion of the District Manager.
- 2. All requested apiary sites/locations (regardless of conformity to Park District safety protocols), are subject to the approval and permit issuance discretion of the District Manager.
- 3. All Apiary Permits by the Park District are issued on an annual basis and are good for 365-days after issuance.
- 4. Each apiary site must be registered with the County of Ventura Department of Agriculture. Additional information regarding registrations may be obtain by contacting the County of Ventura, Department of Agriculture at 805-933-2926.
- 5. All apiaries must conform to all State and Local Ordinances (County or City).
- 6. Each apiary location shall be limited to three (3) hive boxes. Additional boxes maybe approved at the discretion of the District Manager.
- 7. The location of each apiary site selected by the applicant must conform to the following Park District safety protocols:
  - a. The location of the Apiary (Beehive or Hives) must be located a minimum of four-hundred feet (400') away from the nearest habitable structure, residential dwelling unit, trail entrance, or public right-of-way.
  - The location of all apiaries must be located a minimum of two-hundred feet (200') away from any established Park District trail.
  - c. All apiaries must be enclosed in a six foot (6') high chain link enclosure with lockable gates.
  - d. Adequate signage must be provided within fifty-feet (50') from the chain link enclosure or fifty feet (50') from the apiary to warn and inform the general public of its presence.
  - e. A means of providing and maintaining an open freshwater source at each apiary location must be provided.
  - f. A 10ABC fire extinguisher must be provided at the apiary location when using a smoker.
- 8. If there is a conflict between the Park District safety protocols, State and Local Ordinances, the more stringent ordinance may apply as determined by the District Manager.





- Keys issued for access to Public Open Space areas shall not be duplicated or use for purposes other than apiary maintenance.
- 10. A 24/7 emergency contact number shall be provided to the Park District. When contacted, this person(s) will be required to respond to any or all emergency callouts made by the Park District.
- 11. One educational/informational sign may be required by the Park District for each apiary site. This sign shall be no larger than 18" X 24" and must contain wording and graphics approved by the Park District.
- 12. If the Apiary Permit Application is Approved by the Park District, the permitee agrees to furnish the Park District with a Certificate of Public Liability Insurance (in an aggregate amount of not less than \$1,000,000) and Comprehensive Automobile Liability Insurance (in an amount of not less than \$250,000), and/or other such insurance as will protect them, and the Park District from claims or damages from personal injury, including death, which may arise from the placement of apiaries on Park District property. See Attached Certificate of Insurance for additional information.
- 13. The permitee may be required to execute a Park District Hold-Harmless Agreement.
- 14. The Park District reserves the right to terminate any or all apiary permits upon forty-five (45) days advance written notification.

#### **Application Process:**

- A. The applicant shall complete the attached Apiary Permit Application and attach a check or money order for the permit fee and clean-up/restoration deposit for each apiary site. (Note: the permit fee and clean-up/restoration deposit will be refunded to the applicant if the Apiary Permit Application is denied).
- B. The applicant shall provide a site location plan for the proposed apiary with geographical coordinates for the Park District's for review and acceptance. The location plan must contain sufficient detail for the Park District to determine the locality of the apiary site, means of ingress/egress, and if the site is in conformance with Park District safety protocols.
- C. Mail and/or deliver all Apiary Permit Applications to:

Mr. Dan Paranick, District Manager Rancho Simi Recreation and Park District 4201 Guardian Street Simi Valley, California 9306

D. If the Apiary Permit Application is approved, the applicant shall provide the Park District with a Certificate of Insurance in the amounts specified and may be required to execute a Park District Hold-Harmless Agreement prior to the issuance of the Apiary Permit.



# Rancho Simi Recreation and Park District

4201 Guardian Street, Simi Valley, California 93063

# **Apiary (Beekeeping) Permit Application**

Applicant Information:		
Name of Organization (If Applicable):		
Applicants Name:		
Mailing Address:		
Work/Home #:Cell Phone #:		
Email:		
Apiary Permit for: Commercial Agricultural / Personal / Recreational / Private Business (Circle One)		
Do You Own/Operate Other Apiaries Within Ventura County: Yes or No (Circle One)		
Requested Apiary Location/Site:		
Open Space Area Requested (See Attached Map):		
Apiary Location/Site: (Please attach Site Location Map using Google Earth Imagery or Other Aerial For		
Geographical Coordinates: (N)		
No. of Apiary Boxes or Hives: (Maximum 3-Boxes or Hives per Locat	ion/Site)	
Are You Requesting Vehicular Access to Location/Site: Yes or No (Circle One)		
Alternate Apiary Location/Site:		
Open Space Area Requested (See Attached Map):		
Apiary Location/Site: (Please attach Site Location Map using Google Earth Imagery or Other Aerial Format)		
Geographical Coordinates: (N)		
No. of Apiary Boxes or Hives: (Maximum 3-Boxes or Hives per Local	tion/Site)	
Are You Requesting Vehicular Access to Location/Site: Yes or No (Circle One)		
Emergency Contact Information:		
Emergency Contact Name:		
Mailing Address:		
Work/Home #:Cell Phone #:		
Email:		
Annual Apiary Permit Fee:	365.00	
Clean-Up / Area Restoration Deposit (for up to three boxes):	250.00	
Additional Box Clean-Up and Restoration Deposit (\$150.00 /Ea):	<u>}</u>	
	\$	

## Conditions of Permit: Some or all of the following permit conditions may apply to Apiary Permits.

- Apiary(s) under this permit shall be located in the area shown on the attached plan in conformance with Park District Safety Protocols.
- o Clearing, grubbing, brush removal and minor leveling of the site is limited to hand work only.
- o All apiary(s) shall be enclosed within a six-foot (6') high chain link fence with lockable gates that are installed, maintained, and paid-for by the permitted.
- o (\_\_\_\_) Warning signs must be provided and maintained by the permitee within fifty-feet (50') of the chain link fence enclosure or apiary site to inform and warn the general public of the presents of beehive(s).
- One educational sign regarding the importance of bees to the environment must be provided and paid-for by the permitee. This sign must be installed at a location selected by the Park District.
- o Smokers shall not be used on days where the winds exceed five miles per hour (5 MPH).
- o The permitee must have a 10ABC fire extinguisher at the apiary site at all times when using a smoker.
- Keys issued for access to Open Space areas shall not be duplicated or use for purposes other than apiary maintenance.
- Apiary monitoring and maintenance shall only be performed during daylight hours (dawn to dusk).
- Vehicular access within Park District Open Space shall be limited to existing trails or access road with a minimum width of eight feet (8'). Overland and/or off-road vehicular access is strictly prohibited.
- Establishment of new pathways and/or access road to each apiary site must be pre-approved in writing by the Park District.
- The permitee shall provide and maintain an open freshwater source within the chain link fence enclosure or adjacent to the apiary site at all times.
- o All apiaries are the sole responsibility of the permitee, and the Park District is not responsible for damage, theft, vandalism, monitoring, security, maintenance, and/or injuries associated with apiaries on Park District property.
- The permitee shall maintain Public Liability Insurance and Comprehensive Automobile Liability Insurance in the amounts specified throughout the entire duration of the Apiary Permit.
- Upon termination of the permit, the permitee shall remove all apiary boxes, water sources, and chain link fencing to the satisfaction of the Park District. Failure to satisfactory clean-up the site may result in forfeiture of the clean-up and area restoration deposit.
- All apiary permits are issued by the Park District on a case-by-case basis at the discretion of the District Manager.
- If requested, the permitee must remove and/or relocate the apiary to another location at the request of the Park District.
- The Park District reserves the right to terminate any or all apiary permits upon forty-five (45) days advance written notification.

Park District Open Space Available for Apiary Permits.

#### **CERTIFICATE OF INSURANCE**

#### NOTICE AND INSTRUCTIONS:

Certificate(s) of Insurance furnished to the District must be in accordance with these provisions:

- 1. Limits of policy must be in the amounts specified by the District.
- 2. All certificates must name the Rancho Simi Recreation and Park District as "additional insured" to the maximum limits of the policies and must be accompanied with a <u>Certificate of Endorsement</u> for verifying the additional insured provision. (See sample document, page 00650-3.)
- 3. The additional insured provision must contain the following language:

"Rancho Simi Recreation and Park District,\_\_\_\_\_\_\_, its/their officers, directors, employees, or agents (while acting within the scope of their duties) are hereby named as additional insureds whenever named insured is lessee or permittee of the Rancho Simi Recreation and Park District or when conducting an operation on property owned or controlled by said District or when performing work for said District or whenever by written or oral agreement, said District is to be named insured in the policy(s) certified herein. In all instances, the policy(s) certified shall be primary coverage.

- 4. Forty-five (45) days prior notice of cancellation to certificate holder has been endorsed to policy(s).
- 5. The description of the Apiary Location must be identified on the certificate.

#### CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY) XX/XX/XX THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT MANED, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE Producer POLICIES BELOW. **BROKER'S NAME BROKER'S FIRM** COMPANIES AFFORDING COVERAGE ADDRESS CITY/STATE/ZIP CARRIER'S NAME(S) COMPANY TELEPHONE NUMBER LETTER A COMPANY **INSURED** LETTER B COMPANY CONSTRUCTION CO. NAME LETTER C COMPANY **ADDRESS** LETTER D CITY/STATE/ZIP COMPANY LETTER E THIS IS TO CERTIFY THAT 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, LIMITS SHOWN MAY HAVE BEEN DESCRIBED BY BAID OF AMOS COVERAGES REDUCED BY PAID CLAIMS. LIMITS POLICY NUMBER POLICY EFFECTIVE POLICY EXPIRATION TYPE OF INSURANCE \$1,000,000 GENERAL AGGREGATE **GENERAL LIABILITY** \$1,000,000 PRODUCTS-COMP/OP AGG. [X] COMMERCIAL GENERAL LIABILITY \$1,000,000 PERSONAL & ADV. INJURY CLAIMS MADE [X] OCCUR. Α OWNER'S & CONTRACTOR'S PROT. XX XX XX XX XX XX XX XX XX XX/ X XCU INCLUDED \$ 250,000 COMBINED SINGLE AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS \$ **BODILY INJURY** SCHEDULED AUTOS XX (Per person) В HIRED AUTOS \$ **BODILY INJURY** NON-OWNED AUTOS (Per accident) GARAGE LIABILITY \$ PROPERTY DAMAGE \$ **EACH OCCURRENCE EXCESS LIABILITY** AGGREGATE UMBRELLA FORM OTHER THAN UMBRELLA FORM SUBJECT TO THE TERMS OF THE STATUTORY LIMITS WORKER'S COMPENSATION WORKER'S COMPENSATION LAWS \$ **EACH ACCIDENT** AND \$ DISEASE-POLICY LIMIT OF THE STATE OF CALIFORNIA **EMPLOYERS' LIABILITY** \$ DISEASE-EACH EMPLOYEE OTHER THE RANCHO SIMI RECREATION AND PARK DISTRICT IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (Location and Description of Apiary) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. RANCHO SIMI RECREATION AND PARK DISTRICT **4201 GUARDIAN STREET** SIMI VALLEY, CA 93063 AUTHORIZED REPRESENTATIVE ORIGINAL SIGNATURE REQUIRED

(CONTRACTOR)

## SAMPLE (ACCEPTABLE)

POLICY NUMBER: XX XX XX XX

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE** 

Name of Person or Organization:
RANCHO SIMI RECREATION AND PARK DISTRICT
4201 GUARDIAN STREET
SIMI VALLEY, CA 93063

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

#### HOLD HARMLESS AND INSURANCE AGREEMENT WITH RANCHO SIMI RECREATION AND PARK DISTRICT FOR

FOR	
APIARY PERMITS	

This Hold Harmless and Insurance Agreement is executed the date hereinafter set forth by the Apiary Permit holder named below for the protection of the Rancho Simi Recreation and Park District, hereinafter referred to as "Park District", and all other entities and persons, including the officers, directors, and employees of said entities and persons, whether governmental or private, having an interest in the property, specifically including, but not limited to City of Simi Valley, and County of Ventura, all of which are subsequently referred to as the "protected parties". The agreements made, and obligations assumed, by the Apiary Permit holder in this instrument shall apply to benefit and protect all of said entities and persons whether or not specifically named herein.

The undersigned hereby agree(s) to assume all risk of injury, including death, and/or damage to persons and property arising from activities and/or operations wherein the undersigned establishes an apiary on property owned by the Rancho Simi Recreation and Park District. The undersigned hereby waive(s) any and all claims, which it may now or hereafter have, for injury and/or damage to persons and/or property in, on, or about said premises.

The undersigned further agrees to indemnify and hold harmless the Park District and the other protected parties from any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees and all other costs and expenses including costs of investigation arising out of or, incurred in the defense of any claim, proceeding or action brought or injury to persons or damage to property, resulting from or associated with Apiary Permit(s) of the undersigned with the Park District. The undersigned shall further indemnify and hold harmless the Park District and the other protected parties from any and all orders, judgments and decrees which may be entered in any such suits or actions.

In order to protect the Park District and the other protected parties from liability and loss in this regard, the undersigned shall secure, carry and maintain at all times during the term of the Apiary Permit at its sole cost and expense, public liability insurance for injury to persons and damage to property for the joint and several protection and indemnity of the Park District; and other protected parties and the undersigned in the amounts of:

- Combined Single Limit per occurrence for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000).
- Comprehensive General Liability Form including:
  - Broad Form Property Damage Liability and Personal Injury
  - Completed Operations Insurance
  - Contractual Liability Insurance
  - Damage to Property in the Care, Custody and Control of the Insured(s)
  - Said insurance shall name the Park District, its Officers, Directors, Employees, Agents and the other
    protected parties which are specifically named in this Agreement as Additional Insureds.

The originals or certified copies of said insurance policies shall be placed with the Park District; or, at its option, the Park District may accept a Certificate of Insurance from the undersigned's carrier, said Certificate to be executed upon the Special Certificate Form approved by the Park District. The insurance shall not be cancelled without a minimum of forty-five (45) days written notice to the Park District. All insurance of the undersigned carried pursuant to this Agreement shall be provided through insurance brokers and carriers acceptable to the Park District.

Dated	Signed
	By(Permitee)
	(Address)